



December 7, 2021 9:00 am

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Phil Boyum
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 11-16-2021 Work Session Minutes
 - b) 11-16-2021 Council Minutes
 - B) Consideration of a motion for approval of surplus and disposition of a 2001 Dodge Ram 2500 and a 2001 Ford F450 in the Public Works and Engineering Department.
5. Public Hearing & Consideration of a Motion to approve application for an alcohol license in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a):

Statesboro Entertainment Concepts, LLC D/B/A Fifth Quarter Bar and Grill
License type: Bar with Kitchen
67 Gata Dr
Statesboro, Ga 30458
Owner: Jarrod Miller, Mitchell Jordan
6. Consideration of a motion to approve the Restatement of the previously adopted Georgia Municipal Association 401(a) Defined Contribution Retirement Plan.
7. Consideration of a motion to enter into an Intergovernmental agreement between the City of Statesboro and the Georgia Department of Human Services, Division of Family and Children Services relating to the Low-Income Household Water Assistance Program (LIHWAP).
8. Consideration of a motion to approve **Resolution 2021-43**: A Resolution requesting approval to apply for Assistance to Firefighters Grant (AFG) for the City of Statesboro, Georgia.
9. Consideration of a motion to approve **Resolution 2021-44**: A Resolution authorizing the Statesboro Police Department to apply for a grant through the State of Georgia Criminal Justice Coordinating Council.
10. Consideration of a Motion to award a contract to Insight Planning & Development, LLC in the Not to Exceed Amount of \$550,000 to develop and administer a Housing Rehabilitation Program for the City of Statesboro.

11. Consideration of a motion to award a contract to Atlas Technical Consultants (Atlas) for Soil Remediation at the proposed City Art Park in the not to exceed amount of \$29,950.00.
12. Consideration of a motion to approve award of contract to Georgia Power Company in the amount of \$144,746.00 and authorize the Mayor to execute contract documents for utility relocation associated with the South Main Street (Blue Mile) Streetscape Improvements project.
13. Consideration of a motion to award a contract to Pioneer Lines/Georgia Southern Railroad in the not to exceed amount of \$104,500 and authorize the Mayor to execute contract documents for railroad track rehabilitation associated with the Stillwell St./S. Zetterower Ave. Intersection Improvements project.
14. Other Business from City Council
15. City Managers Comments
16. Public Comments (General)
17. Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters” “Real Estate” and/or “Potential Litigation” in accordance with O.C.G.A 50-14-3(b)
18. Consideration of a Motion to Adjourn



CITY OF STATESBORO
WORK SESSION MINUTES
NOVEMBER 16, 2021

Mayor & Council Work Session

50 E. Main St. Statesboro, Ga

3:30 PM

A Work Session of the Statesboro City Council was held on November 16, 2021 at 3:30 p.m. in the Council Chambers at City Hall, 50 East Main Street. Present was Mayor Jonathan McCollar, Council Members: Phil Boyum, Paulette Chavers, Venus Mack, John Riggs and Shari Barr. Also present was City Clerk Leah Harden, City Attorney Cain Smith, City Manager Charles Penny, Assistant City Manager Jason Boyles and Public Information Officer Layne Phillips.

1. Georgia Industrial Systems and Robotics Training Campus at Ogeechee Technical College

Vice President for Economic Development at Ogeechee Technical College Jan Moore presented to Mayor and City Council the proposed GA Industrial Systems and Industrial Robotics Training Campus operated by Ogeechee Technical College. Currently the program is housed at the OTC Industrial Technology Building. The primary purpose is to train individuals in industrial maintenance there is also a FANUC robotics lab where individuals are trained to operate and maintenance manufacturing robots. The current facility is 12,500 square feet. The proposed new training building will be 37,000 square feet allowing for increased training capacity, located at the entrance of Gateway Industrial Park. The impact of the new campus will increase the number of individuals trained each year from 274 to 780, it will also attract manufacturers to our area bringing in higher skilled and higher paying jobs.

2. One Boro Report

One Boro Commission Chairperson Stacy Smallwood, updated Mayor and City Council on the work One Boro Commission is doing. One Boro now has subcommittees such as Equity Metrics and Assessment, Diversity, Equity, & Inclusion Training, The Longest Table, Workforce Development, and Violence Prevention Task Force. The Equity Metrics and Assessment subcommittee has developed a nondiscrimination ordinance complaint form along with a list of equity metrics. The Diversity, Equity, & Inclusion Training committee focuses on the review of DEI training curricula and the implementation of this training. The longest table subcommittee is aiming to hold this event in 2022 as it has been on hold due to COVID-19. One Boro has also created a violence prevention Task Force that focuses on assessment, culture competence, and resource sharing. The task force held a “Securing Statesboro” Town Hall on March 6th where data presentations from local law enforcement agencies, Teal House, and Safe Haven were given. The One Boro Commission will develop a City of Statesboro equity metrics report, work with city staff on the planning and implementation of DEI training, and continue to foster cross sector conversations and collaborations, particularly around training and workforce development.

3. Package Stores

City Attorney Cain Smith presented to Mayor and City Council different jurisdiction policies of package store sales. State requirements for the licensing of package store sales of distilled spirits include proximity to protected establishments, merchandise available for sale, hours of operation and required signage. A majority of surveyed jurisdictions rely on state standards with no local enhancement. In these jurisdictions, the market forces determine the number and placement of package stores. Some jurisdictions such as Brookhaven and Augusta have placed proximity requirements between licensed establishments to avoid clustering. Other jurisdictions exercise the local option to limit the number of licenses granted for package stores. Limiting the number of licenses requires the consideration of other issues such as store size, deciding population milestones, and creating a system to address the discrepancy between the number of applications and the number of available licenses. Mr. Smith presented a document comprised of liquor store ordinances from other jurisdictions, statewide regulations, and a final draft of the City of Newnan's recently adopted liquor store ordinance. Primary considerations for drafting a liquor store ordinance include, number of licenses allowed, requirements to square footage and inventory, proximity to vulnerable establishments, proximity between licensed establishments, allowed zoning districts, restrictions on merchandise offered for sale, hours of operation, allowance in freestanding vs. shopping center, and application process.

Mayor Jonathan McCollar stated he would create an Ad Hoc Committee to be comprised of citizens, business owners, and law enforcement to get feedback from the community.

Councilmember John Riggs encouraged citizens to go to the City of Statesboro website and review the information that was presented today.

Direction was given to have City Attorney Cain Smith draft an ordinance based on State requirements and present it at the next Work Session on December 21, 2021.

4. Housing Rehabilitation Process

Planning and Development Director Kathy Field presented to Mayor and City Council the proposed process for the Housing Rehabilitation Program. The funds received from the American Rescue Program Act (ARPA) will fund the program. Due to the complexity of establishing a Housing Rehabilitation Program the city will solicit proposals from third-party consultants to develop and operate the program. It is anticipated to have a proposed contract brought to City Council for consideration in December. The consultant will be required to prepare a "Housing Rehabilitation Policies and Procedures Handbook" that will include procedures for housing inspection, cost estimations, solicitation of bids, loan/grant processes, project close-outs, etc. Once the "handbook" is approved by the City, the consultant will work with City staff to establish an acceptable program implementation plan. In addition, the consultant must develop a detailed financial reporting system for the program, create a public information process explaining the program's goals and policies, and hold at least three public meetings explaining the details of the program. The Director of Planning and Development and staff will administer the program. Per ARPA requirements the program must be completed by December 2026.



CITY OF STATESBORO
COUNCIL MINUTES
NOVEMBER 16, 2021

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

1. Call to Order

Mayor Jonathan McCollar called the meeting to order

2. Invocation and Pledge

Councilmember Shari Barr gave the Invocation and led the Pledge of Allegiance.

ATTENDANCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Present	
Paulette Chavers	Mayor Pro Tem	Present	
Venus Mack	Councilmember	Present	
John Riggs	Councilmember	Present	
Shari Barr	Councilmember	Present	

Other staff present: City Manager Charles Penny, Assistant City Manager Jason Boyles, Public Information Officer Layne Phillips, City Attorney Cain Smith and City Clerk Leah Harden

3. Public Comments (Agenda Item): None

4. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 11-02-2021 Council Minutes

B) Consideration of a motion for approval of surplus and disposition of 2001 Dodge Ram 1500 in the Fleet Maintenance Division of the Public Works and Engineering Department.

A motion was made to approve the consent agenda.

RESULT:

Approved (Unanimous)

MOVER:

Councilmember Venus Mack

SECONDER:

Councilmember John Riggs

AYES:

Boyum, Chavers, Mack, Riggs, Barr

ABSENT

5. Public Hearing and Consideration of a motion to approve an alcohol application for an alcohol license in accordance with the City of Statesboro Alcohol Ordinance Sec. 6-13(a):

A) Bites on Brampton, LLC DBA Bites in the Boro

**License Type: Restaurant
1302 Statesboro Place Circle
Statesboro, GA 30458
Owner: Ramy & Carmen Masry**

B) Ruby Tuesday Operations, LLC BDA Ruby Tuesday #3191

**License Type: Restaurant
195 Northside Drive East
Statesboro, GA 30458
Owner: Ruby Tuesday Operations, LLC**

C) M2K2 Food Market, Inc. DBA Go Market

**License Type: Package Sales (Beer & Wine)
2855 Northside Drive West
Statesboro, GA 30458
Owner: Anurag Dave**

A motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Paulette Chavers
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

No one spoke for or against the requests.

A motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Mayor Pro Tem Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

A Motion was made to approve alcohol applications for:

- A) Bites on Brampton, LLC DBA Bites in the Boro
License Type: Restaurant
1302 Statesboro Place Circle
Statesboro, GA 30458
Owner: Ramy & Carmen Masry

- B) Ruby Tuesday Operations, LLC BDA Ruby Tuesday #3191
License Type: Restaurant
195 Northside Drive East
Statesboro, GA 30458
Owner: Ruby Tuesday Operations, LLC

- C) M2K2 Food Market, Inc. DBA Go Market
License Type: Package Sales (Beer & Wine)
2855 Northside Drive West
Statesboro, GA 30458
Owner: Anurag Dave

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Mayor Pro Tem Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

6. Public Hearing and Consideration of a motion to approve APPLICATION RZ 21-10-01: Sabrina Dunaway requests a Zoning Map Amendment from the R-6 (Single-Family Residential) zoning district to the CR (Commercial Retail) zoning district in order to allow for additional uses at the existing Masonic Hall on 6 Carver Street.

A motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Mayor Pro Tem Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

No one spoke for or against the request.

A motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Mayor Pro Tem Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

A motion was made to approve **APPLICATION RZ 21-10-01**: Sabrina Dunaway requests a Zoning Map Amendment from the R-6 (Single-Family Residential) zoning district to the CR (Commercial Retail) zoning district in order to allow for additional uses at the existing Masonic Hall on 6 Carver Street.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Mayor Pro Tem Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

7. Public Hearing and Consideration of a motion to approve APPLICATION SUB 21-10-02: Robbie Bell request preliminary PLAT approval for a 16-lot residential subdivision for the development of 16 single-family detached homes to continue the Northbridge Subdivision on 58.48 acres located on Highway 301 North.

A motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Wes Sherrod with Parker Engineering spoke in favor of the request.
No one spoke against the request.

A motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Phil Boyum
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

A motion was made to approve **APPLICATION SUB 21-10-02**: Robbie Bell request preliminary PLAT approval for a 16-lot residential subdivision for the development of 16 single-family detached homes to continue the Northbridge Subdivision on 58.48 acres located on Highway 301 North.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Phil Boyum
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

8. Public Hearing and Consideration of a motion to approve APPLICATION SE 21-10-03: Roosevelt Cone Jr. requests a Special Exception in order to locate a sports memorabilia shop in a shared building at 8 East Olliff Street.

A motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

No one spoke for or against the request.

A motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

A motion was made to approve **APPLICATION SE 21-10-03**: Roosevelt Cone Jr. requests a Special Exception in order to locate a sports memorabilia shop in a shared building at 8 East Olliff Street.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Phil Boyum
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

9. Public Hearing and Consideration of a motion to approve:

- a) **APPLICATION V 21-10-04: Renfroe Outdoor, LLC requests a variance from Article XV, Section 1511(H) of the Statesboro Zoning Ordinance in order to place an LED billboard at the gateway of Highway 67 & Veterans Memorial Parkway.**
- b) **APPLICATION V 21-09-05: Renfroe Outdoor, LLC requests a variance from Article XV, Section 1511(B) of the Statesboro Zoning Ordinance in order to place a tri-directional sign at the gateway of Highway 67 & Veterans Memorial Parkway.**

A motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Matt Mathews spoke in favor of the request.

Police Chief Mike Broadhead stated this intersection is the highest crash site in the city.

A motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Phil Boyum
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

During Council, discussion concerns were raised about the billboard that included its size and its possible environmental impact. Another issue discussed is the fact the city is working to revamp the sign ordinance and was suggested to put in place a moratorium on sign variances until the new ordinance is complete.

After further discussion no action was taken on this item

A motion was made to place a moratorium on variances per Article XV as it relates to any freestanding signs until May 16, 2022.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

10. Consideration of a motion to approve the proposed uses of the American Rescue Act Funds (ARPA) as follows:

Housing Rehabilitation	\$5,000,000.00
Infrastructure	\$6,000,000.00
Food Insecurities	\$500,000.00
Loss Revenue	\$806,220.00
Total	\$12,306,220.00.

A motion was made to approve the proposed uses of the American Rescue Act Funds (ARPA) as follows: Housing Rehabilitation \$5,000,000.00, Infrastructure \$6,000,000.00, Food Insecurities \$500,000.00 and Loss Revenue \$806,220.00 for a Total of \$12,306,220.00.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Mayor Pro Tem Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

11. Consideration of a motion to award a contract to Y-Delta in the amount of \$54,708.00 to repair and replace the older section of the roof of Fire Station 1. This project will be funded out of the FY 2022 Fire Fund.

A motion was made to award a contract to Y-Delta in the amount of \$54,708.00 to repair and replace the older section of the roof of Fire Station 1.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

12. Consideration of a motion to award a contract to DPR Architecture to provide architectural services for the redesign and remodeling of Fire Station 2 on Fair Road in the amount of \$26,500.00. This project will be funded out of the FY 2022 Fire Fund.

A motion was made to award a contract to DPR Architecture to provide architectural services for the redesign and remodeling of Fire Station 2 on Fair Road in the amount of \$26,500.00.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Mayor Pro Tem Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

13. Consideration of a motion to approve an additional expenditure of \$38,086.00 from grant funds to Hawk Construction, LLC, for continued construction costs at the Range Facility.

A motion was made to approve an additional expenditure of \$38,086.00 from grant funds to Hawk Construction, LLC, for continued construction costs at the Range Facility.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

14. Consideration of a motion to authorize the expansion of the Statesboro Police Department dispatch center to include the necessary staffing and equipment to provide response for Statesboro Fire Department calls.

A motion was made to approve authorize the expansion of the Statesboro Police Department dispatch center to include the necessary staffing and equipment to provide response for Statesboro Fire Department calls.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

15. Consideration of a motion to approve a Sole Source purchase from Patrol PC and piggy-back contract purchase with West Chatham for the upfitting of four (4) new F-150 Police pursuit vehicles in the amount of \$109,000.

A motion was made to approve a Sole Source purchase from Patrol PC and piggy-back contract purchase with West Chatham for the upfitting of four (4) new F-150 Police pursuit vehicles in the amount of \$109,000.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

16. Consideration of a motion to award a contract to Wade Ford for two (2) F-550 Service Trucks in the total amount of \$124,024.00 per the Georgia State Purchasing Contract for the Public Utilities Department.

A motion was made to award a contract to Wade Ford for two (2) F-550 Service Trucks in the total amount of \$124,024.00 per the Georgia State Purchasing Contract for the Public Utilities Department.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Paulette Chavers
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

17. Consideration of award of contract to Y-Delta, Inc., for the Johnson Street Culvert Improvements Project in the amount of \$298,889.87. This project will be funded by 2013 SPLOST proceeds.

A motion was made to award a contract to Y-Delta, Inc., for the Johnson Street Culvert Improvements Project in the amount of \$298,889.87 to be funded by 2013 SPLOST proceeds.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Paulette Chavers
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

18. Other Business from City Council:

Councilmember Shari Barr announced on November 23, 2021 during the shopping by Lantern light event downtown Squashing the Spread will have a tent set up to answer any questions folks may have about the vaccination in addition a vaccination clinic is scheduled that same evening from 6:00 pm to 8:30 pm in the lobby at the Averitt Center. The first 42 eligible individuals who received the vaccine will also receive a \$50 gift card.

Councilmember John Riggs stated he will be pushing that the new tax revenue received from liquor stores all go to public safety, drug and addiction treatment, and violence suppression. He also stated that every year City employees receive a \$100 Christmas bonus and this year if employees received the vaccine will receive an additional \$250. However, some individuals are unable to get the vaccination and proposed that all City employees should receive \$250.

A motion was made to set the employee Christmas Bonus to \$250 instead of \$100.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Shari Barr
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Councilmember Shari Barr stated we are looking at having a vaccination clinic on Friday December 3, 2021 in conjunction with First Friday and may possibly need additional gift cards. Should we authorize the purchase of additional gift cards in case we run out before December 3rd?

A motion was made to authorize the purchase of up to 100 additional \$50 gift cards for vaccination incentives.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Phil Boyum
SECONDER:	Councilmember Shari Barr
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

19. City Managers Comments

City Manager Charles Penny stated that at the last Council meeting you awarded a contract for the purchase of a John Deere Tractor and the amount was \$30 less than the bid price. So for the record you will need to approve the additional \$30 as reflected on the bid price for a total of \$39,663.33.

A motion was made to approve the additional \$30 for the purchase of a John Deere Tractor that was approved at the previous November 2, 2021 council meeting.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Mr. Penny stated because of the Census there is a requirement that we look at our districts. A couple of ways this can be done is we can work with the legislature to have them look at our districts or we can work with CRC and they can do it

at no cost for us. Another option would be to get a private contractor. The recommendation is to let CRC do the analysis of our districts.

Mr. Penny announced that our employee Christmas dinner would be held on December 15th on Georgia Sothern’s Campus.

20. Public Comments (General):

Todd Mackintosh asked about who will be involved on the Ad Hoc Committee mentioned in the previous work session and stated he would like to be considered to be a part of it as a business owner in the community.

Kara Jenkins stated her concerns of national public transportation not being available in Statesboro.

21. Consideration of a Motion to enter into Executive Session to discuss “Potential Litigation” in accordance with O.C.G.A. 50-14-3(b).

No Executive Session was held.

Mayor Jonathan McCollar announced he would appoint an Ad Hoc Committee to include some stakeholders and citizens to give some input for the creating of the package ordinance. We want to make sure we create policies that are good for the City of Statesboro and to make sure we are completely transparent. Myself and Mayor Pro Tem Paulette Chavers will work together and announce at the first meeting in December the individuals who will be a part of that.

22. Consideration of a Motion to Adjourn

A motion was made to adjourn.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

The meeting was adjourned at 7:06 pm.

Jonathan McCollar, Mayor

Leah Harden, City Clerk

CITY OF STATESBORO



COUNCIL

Phil Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5

Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

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

To: Charles Penny, City Manager
Jason Boyles, Assistant City Manager

From: John Washington, Director - Public Works and Engineering

Date: November 29, 2021

RE: Asset Surplus and Disposition

Policy Issue: Purchasing Policy: Vehicle and Equipment Surplus and Disposition

Recommendation:

Staff recommends and requests council approval for surplus and disposition of a 2001 Dodge Ram 2500 and a 2001 Ford F450 in the Public Works and Engineering Department.

Background:

The Streets Division 2001 Ford F450 and 2001 Dodge Ram 2500, referenced below, are trucks from other departments or divisions that are over 20 years old and have exceeded their useful life. Further, they have both been removed from service and replaced by newer units.

2001 Ford F450 VIN #1FDXF46S81EA82864

2001 Dodge Ram 2500 VIN #3B7KC26Z21M523133

Budget Impact:

Reduce Maintenance Cost

Council Person and District:

N/A (citywide)

Attachment(s): None

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
Cain Smith, City Attorney

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

To: City Manager Charles Penny & City Clerk Leah Harden

From: Tax Department

Date: 11/29/2021

RE: Statesboro Entertainment Concepts, LLC D/B/A Fifth Quarter Bar and Grill

Policy Issue: Mayor and Council shall approve application in accordance with City of Statesboro Alcohol Ordinance Chapter 6-13 (a):

No new alcoholic beverage license to sell, dispense, pour or offer to sell, dispense or pour any distilled spirits, alcoholic beverages, wine, beer or malt beverages within the corporate limits of the City of Statesboro shall be issued to a new owner or new location until the application has been approved by the mayor and city council after a public hearing.

Recommendation: Planning & Development, Fire Department, Police Department, and Legal recommended approval

Budget Impact: None

Council Person & District: Shari Barr, District 5

Attachments: Application & Department Approvals

**Application for License to Sell Alcoholic Beverages
City of Statesboro, Georgia**

Please be advised that knowingly providing false or misleading information on this document is a felony pursuant to O.C.G.A. § 16-10-20 which states:

A person who knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes a false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state shall, upon conviction thereof, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one nor more than five years, or both.

The undersigned applicant hereby applies to the City of Statesboro, Georgia for a license to sell alcoholic beverages within the corporate limits of the City of Statesboro. **A non-refundable \$200 application fee must be tendered with the application.** (cash, credit card, certified check, or money order made payable to City of Statesboro)

Date application was received by tax/license office: _____

1. Business Trade Name: Fifth Quarter Bar and Grill
D/B/A Name

2. Applicant's Name: Statesboro Entertainment Concepts LLC
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 67 Gata Dr Statesboro Ga 30458

4. Business mailing address: 67 Gata Dr Statesboro, Ga. 30458

5. Local business phone number: 443-579-5566
Corporate office phone number: 443-463-1919

6. Name of Manager: Mitch Jordan
Person responsible for alcohol licensing issues

7. Phone number for manager: 443-463-1919

8. Email address for manager: mitch@moonshinebar.net

9. Address of manager: _____

10. Purpose of application is:

New Business _____ New Owner XX

Previous owner's name: Farid Gharachorloo

If the business name has changed, list previous name: Gatas

If the business address has changed, list the previous address: _____

11. Indicate where the business will be located:

- Above ground
 Street or ground floor level

Section 6-10(D) Any person within the City of Statesboro who works as a bouncer, either as an employee, agent, or subcontractor whose responsibilities in an establishment that is licensed to sell alcoholic beverages for on-premises consumption shall have their alcoholic beverage security permit on their person at all times while acting as an employee, agent or subcontractor of the licenses. An alcoholic beverage security permit shall be readily available for inspection upon the request of any Statesboro Police Department Officer, City Code Enforcement Officer, or the City Manager/his designee.

12. Type of Business: Individual Corporation Partnership LLC

Complete **EITHER** numbers 13, 14, and 15 **OR** 16, 17, and 18 in the section below:

13. If applicant is an individual: Attach a copy of the trade name affidavit.

Full Legal Name: _____ Phone #: _____

Home Address: _____

Have you completed the financial affidavit attached to this application? _____

14. If applicant is a partnership, LLC, or LLP: Attach trade name affidavit. If an LLC or LLP, attach a copy of certificate of LLC or LLP as filed with the Clerk of Superior Court and trade name affidavit, a copy of your operating agreement and/or partnership agreement, as well as other documents listed below that establish ownership rights of members or partners.

Name & address of partnership, LLC, or LLP: Statesboro Entertainment Concepts LLC

Do you have an operating or partnership agreement for the LLC, LLC, or partnership? yes

If not, what documents establish the ownership rights of the members/partners? _____

15. Members of LLC and/or partners:

Full Legal Name: Mitch Jordan Phone #: 443-463-1919

Home Address: _____

Full Legal Name: Jarrold Miller Phone #: 706-461-0549

Home Address: _____

Full Legal Name: _____ Phone #: _____

Home Address: _____

Has each member/partner completed a financial affidavit to attach to this application? yes

(Attach additional pages if necessary)

Corporation/Stockholders: All corporate applicants who are corporations shall list the names and addresses of all stockholders and the percentage of stock owned by each. If a named stockholder therein is another corporation, the same information shall be given for the Stockholding Corporation. If, during the life of the license, the identity of the stockholders or their percentage of ownership should change, that information shall be sent to the Finance Department.

16. If applicant is a corporation: Attach a copy of the articles of incorporation, trade name affidavit, current annual corporation registration with the Georgia Secretary of State, as well as the bylaws, the shareholders agreement, and other documents listed below that identify ownership rights.

Name of Corporation: _____

Home Office address: _____

Mailing address (if different): _____

Date & Place of incorporation: _____

Do you have a shareholders agreement?: _____

If not, what documents establish the ownership rights of the shareholders? _____

17. Officers:

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

****Attach additional pages if necessary****

18. Stockholders: (if different than officer names)

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

****Attach additional pages if necessary****

Has each shareholder completed the financial affidavit attached to this application? _____

19. If there is any individual or officer who has resided at his/her current address LESS THAN 5 years, complete the information below:

Name: _____ **Phone #:** _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: _____ **Phone #:** _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: _____ **Phone #:** _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

20. Name & address of owner of the property (land & building) where the business will be located:

Turtle Partners LLC

67 Gata Dr Statesboro, Ga. 30458

21. Is the commercial space where the business is to be located rented or leased? Leased

If yes, state name and address of lessor or landlord, and provide a copy of the lease with this application:

Turtle Partners LLC

67 Gata Dr Statesboro, Ga. 30458

22. Does any person or firm have any interest in the proposed business as a silent, undisclosed partner or joint venture; or has anyone agreed to split the profits/receipts from the proposed business with any persons, firm, company, corporation, or other entity? no

If yes, provide name of person/firm, address, and amount of percentage of profits or receipts to be split:

23. Is there anyone connected with this business that is not a legal resident of the United States and at least 21 years of age? no

If yes, give full details on a separate sheet of paper.

If anyone connected with this business is not a US Citizen, can they legally be employed in the United States?
no

If yes, please explain on a separate sheet of paper and submit copies of eligibility.

24. Is there anyone connected with this business that has applied for a beer, wine, and/or liquor license from the City of Statesboro or other city/county in the State of Georgia, or other political subdivision and been denied such? no

If yes, please provide details on a separate sheet of paper.

25. Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category? Yes in Athens, Ga.

If yes, please provide details on a separate sheet of paper. 1785 Bar and grill
Moonshine Bar

26. Is there anyone connected with this business that has been convicted within 15 years immediately prior to the filing of this application with any felony or for whom outstanding indictments, accusations, or criminal charges exist charging such individual with any of such offenses and for which no final disposition has occurred?

no

If yes, please provide details on a separate sheet of paper.

27. Is there anyone connected with this business that has been convicted within 5 years immediately prior to the filing of this application of the violation of any state, federal, or local ordinance pertaining to the manufacture, possession, transportation or sale of malt beverages, wine, or intoxicating liquors, or the taxability there of a crime involving moral turpitude or of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident or any misdemeanor serious traffic offense? No
If yes, please provide details on a separate sheet of paper.
28. Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last 3 year period? No
If yes, please provide details on a separate sheet of paper.
29. Is there anyone connected with this business that is an official or public employee of the City of Statesboro, any State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity? No
If yes, please provide details on a separate sheet of paper.
30. Have you or the applicant had any vehicles, trailers, or property belonging to you or the company in which you or any of such persons have or had an interest in ever been seized, condemned or forfeited as contraband by the State of Georgia or the United States for the reason the same was being used or intended for the use in criminal activities? No
If yes, please provide details on a separate sheet of paper.
31. Will live nude performances or adult entertainment be a part of this business operation? No
If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

Calculation of Basic License Fee

For Calendar Year: 2021

Classification:	Mark all that apply	License Fee
1. Package Sales	_____	\$1750
2. On Premise License Types		
A. Bar	_____	\$4300
B. Bar with Kitchen	<u> X </u>	\$4300
C. Event Venue	_____	\$2500
D. Low Volume	_____	\$750
E. Pub	_____	\$5600
F. Restaurant	<u> X </u>	\$2800
3. Caterer	_____	\$200
4. Brewer, manufacturer of malt beverages only	_____	\$1750
5. Broker	_____	\$1750
6. Importer	_____	\$1750
7. Manufacturer of Wine only	_____	\$1750
8. Sunday Sales Permit	<u> X </u>	\$300
9. In Room Service Permit	_____	\$150

Total Due: \$ _____

I, Mitch Jordan, solemnly swear, subject to the penalties O.C.G.A. sec 16-10-20 as provided above which I have read and understood, that all information required in this application for license to sell alcoholic beverages and supporting documents is true and correct to the best of my knowledge and I fully understand that any false information will cause the denial or revocation of any alcohol license issued by the City of Statesboro license. I also fully understand that knowingly providing false information under oath in this affidavit will subject me to criminal prosecution and possible imprisonment.

Mitch Jordan

Print full name as signed below

[Signature] owner 8/13/21
Signature of applicant Title Date

Sworn and subscribed before me this 13 day of August, 20 21.

[Signature]
Notary Public

02/24/23
My commission expires





Johnson & Johnson

The Experience of the Past with a Vision for the Future

JOHNSON & JOHNSON, INC.
PO BOX 899
CHARLESTON, SC 29402
Phone: (800) 487-7565
Fax:

To:

*** BINDER ***

08/20/2021

Attn:

From: Rowena Reyes
irr@jjins.com/Ext 2230

Renewal Of: NEW

Insured: **STATESBORO ENTERTAINMENT CONCEPTS LLC
DBA: FIFTH QUARTER**

Thank you for your order to bind. We appreciate your business! We have bound the below coverage. Policy to Follow Shortly

POLICY INFORMATION

COMMERCIAL PACKAGE POLICY

Policy Number:	CP 2648937
Policy Period:	08/13/2021 to 08/13/2022
Carrier:	Mount Vernon Fire Insurance Company
Status:	Non-Admitted
A.M. Best Rating:	A++ (Superior) - XII

COVERAGE PART

PREMIUM

Commercial Liability		\$3,497.00
Each Occurrence Limit	\$1,000,000	
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000	
Medical Expense (Any One Person)	\$5,000	
Damages To Premises Rented To You (Any One Premises)	\$100,000	
Products/Completed Operations Aggregate Limit	\$2,000,000	
General Aggregate Limit	\$2,000,000	
Commercial Property		\$4,180.00
Total Property Limit	\$375,000	
Largest Property Risk	\$375,000	
Liquor Liability		\$2,278.00
Each Common Cause Limit	\$1,000,000	
Aggregate Limit	\$2,000,000	

POLICY PREMIUM (This premium may be subject to adjustment.) **\$9,955.00**

ADDITIONAL COSTS

Wholesaler Broker Fee	\$150.00
Surplus Lines Tax	\$404.20

TOTAL **\$10,509.20**

COVERED LOCATION(S)

1 - 67 Gate Dr, Statesboro, GA 30458

APPLICABLE FORMS & ENDORSEMENTS

The following forms apply to multiple coverage parts

2110 04/15	Service Of Suit	IL0017 11/98	Common Policy Conditions
IL0021 09/08	Nuclear Energy Liability Exclusion Endorsement	IL0262 02/15	Georgia Changes - Cancellation And Nonrenewal
IL0935 07/02	Exclusion Of Certain Computer-Related Losses	Jacket 07/19	Policy Jacket
L-367 04/15	Minimum Earned Premium Endorsement	L-610 11/04	Expanded Definition Of Bodily Injury
TRIADN 12/20	Disclosure Notice of Terrorism Insurance Coverage		

The following forms apply to the Commercial Liability coverage part

CG0001 12/07	Commercial General Liability Coverage Form	CG0068 05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG2107 05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included	CG2109 06/15	Exclusion - Unmanned Aircraft
CG2136 03/05	Exclusion - New Entities	CG2147 12/07	Employment-Related Practices Exclusion
CG2407 01/96	Products/Completed Operations Hazard Redefined	IL0262 02/15	Georgia Changes - Cancellation And Nonrenewal
L-428 11/20	Absolute Firearms Exclusion	L-461 11/20	Absolute Assault or Battery Exclusion
L-526 01/15	Absolute War Or Terrorism Exclusion	L-599 04/15	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception
L-606 04/15	Exclusion For Injury To Performers, Entertainers And Participants	L-618C 09/09	Amendment Of Premium Audit Conditions
L-686 04/15	Absolute Exclusion For Liquor And Other Related Liability	LLQ100 04/15	Who Is An Insured Clarification Endorsement
LLQ368 04/15	Separation Of Insureds Clarification Endorsement	Notice- NewEntitiesGL 06/20	Exclusion - New Entities Endorsement for Commercial General Liability Policy Advisory Notice to Policyholders

The following forms apply to the Commercial Property coverage part

CP 112 04/15	"Equipment Breakdown" Enhancement Endorsement	CP 141 DEP 04/20	Changes - Actual Cash Value and Depreciation Definition
CP 142 04/14	Protective Devices Or Services Provisions	CP 149 02/16	Business Personal Property/Business Income Utility Services Coverage - Power Outage
CP 224 04/15	Asbestos Material Exclusion	CP 225 04/15	Exclusion - Lead Contamination
CP 226 04/15	Absolute Pollution Exclusion - Property	CP 227 02/11	Mold, Fungus, Bacteria, Virus Or Organic Pathogen Exclusion
CP 245 09/15	Earth Movement Exclusion	CP 249 11/17	Building Tenant Obligations
CP0010 06/07	Building And Personal Property Coverage Form	CP0030 06/07	Business Income (And Extra Expense) Coverage Form
CP0090 07/88	Commercial Property Conditions	CP1030 06/07	Causes Of Loss - Special Form
CP1032 08/08	Water Exclusion Endorsement	CP1075 12/20	Cyber Incident Exclusion
IL0262 02/15	Georgia Changes - Cancellation And Nonrenewal	Notice-Cyber Incident Excl-CY 10/20	Cyber Incident Exclusion Endorsement Advisory Notice to Policyholders
P 249 01/15	Exclusion of War, Military Action and Terrorism (Coverage for Certain Fire Losses)		

The following forms apply to the Liquor Liability coverage part

CG0033 12/07	Liquor Liability Coverage Form	IL0262 02/15	Georgia Changes - Cancellation And Nonrenewal
L 590 10/16	Exclusion - New Entities	L 657 10/16	Absolute Pollution Exclusion - Liability
L-224 12/17	Punitive or Exemplary Damages Exclusion	L-584A 03/17	Policy Conditions Endorsement
L-618C 09/09	Amendment Of Premium Audit Conditions	L-816 11/18	Amendments of Conditions - Limits of Insurance Under Multiple Coverage Parts
LLQ100 04/15	Who Is An Insured Clarification Endorsement	LLQ368 04/15	Separation Of Insureds Clarification Endorsement
LQ 354 10/16	Limitation of Coverage to Insured Premises	LQ-203 08/07	Additional Insured - Liquor License Holder
LQ-346 09/06	Definition of "Receipts"	LQ-428 10/16	Absolute Firearms Exclusion

Fifth Quarter Bar & Grill
67 Gata Dr
Statesboro, Ga 30458

Please enter your recommendations and comments with your full name.

Alcohol License Review

Department	Full Name	Recommendation	Comments
Planning & Development	Elizabeth Burns	Approve	
Fire Department	Justin Taylor	Approve	11/15/2021
Police Department	Jared Akins	Approve	
Legal	Cain Smith	Approve	

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
Cain Smith, City Attorney

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

To: Charles Penny, City Manager

From: Demetrius C. Bynes, Director of Human Resources

Date: November 30, 2021

RE: Restatement of the 401(a) Defined Contribution Retirement Plan

The City of Statesboro previously adopted the Georgia Municipal Association 401(a) Defined Contribution Plan and received a favorable determination letter from the Internal Revenue Service. To ensure continued tax-favored treatment, the Adoption Agreement must reflect the City's adoption. Documents included for review are as follows:

- Memo from the Georgia Municipal Association
- Resolution and Adoption Agreement
- Master Plan Document
- Determination Letter
- Summary of Changes

Please review the documents and notify me if there are questions or concerns.



July 28, 2021

TRANSMITTED VIA E-MAIL

(flavia.starling@statesboroga.gov)

RISK MANAGEMENT AND
EMPLOYEE BENEFIT SERVICES
BOARD OF TRUSTEES

Chairman
W. D. Palmer, III
Councilmember, Camilla

Vice Chairman
Rebecca L. Tydings
City Attorney, Centerville

Secretary-Treasurer
Larry H. Hanson
Executive Director

TO: Ms. Flavia Starling, Benefits Coordinator

FROM: Gwin Hall, Senior Associate General Counsel and Caroline Dorsey, Associate General Counsel

SUBJECT: Action Required; Restatement of City of Statesboro's Georgia Municipal Association 401(a) Defined Contribution Plan

Trustees:

Shelly Berryhill
Councilmember, Hawkinsville

Linda Blechinger
Mayor, Auburn

Ronald Feldner
City Manager, Garden City

Marcia Hampton
City Manager,
Douglasville

Meg Kelsey
City Manager, LaGrange

Sam Norton
Mayor, Dahlonega

David Nunn
City Manager, Madison

James F. Palmer
Mayor, Calhoun

John Reid
Mayor, Eatonton

Kenneth L. Usry
Mayor, Thomson

Clemontine Washington
Mayor Pro Tem, Midway

Donna Whitener

Vince Williams
Mayor, Union City

The City of Statesboro previously adopted the Georgia Municipal Association ("GMA") 401(a) Defined Contribution Plan ("DC Plan"), which is comprised of the Master Plan document ("Master Plan") and Adoption Agreement. GMA recently restated the DC Plan and received a favorable determination letter from the Internal Revenue Service ("IRS"). An employer providing retirement benefits through the GMA DC Plan has the assurance that GMA is maintaining a qualified defined contribution program.

To ensure continued tax-favored treatment for GMA member plans, the IRS requires that all employers participating in the GMA DC Plan adopt the enclosed draft Adoption Agreement reflecting the benefit design currently in place under your DC Plan. We have also enclosed a conformed copy of the Master Plan and a Summary of Key amendments that have been made to the DC Plan since it was last approved by the IRS in 2014.

Please take this time to review the provisions of the Adoption Agreement to ensure it accurately reflects your current practices. Page AA-1 of the Adoption Agreement states that the City does not have another defined contribution plan. Additionally, the Adoption Agreement provides that the City will make a non-matching contribution each month in the amount of 1/12 of 4.0% of the participant's annual budgeted base salary before taxes or deductions. If these provisions are no longer accurate, please let us know.

The draft Adoption Agreement will take effect on its date of approval by the City. Please review the restated DC Plan documents and Summary of Key Amendments. If the Adoption Agreement is acceptable as drafted, please execute it where indicated (p. 5 and p. AA-16). Following execution please scan the entire document and email it to Gina Gresham at rgresham@gacities.com. **We ask that you complete this process by September 15, 2021.**

GMA will then countersign the Adoption Agreement and return it to you for your files. **Please keep the fully executed Adoption Agreement, along with the conformed copy of the GMA 401(a) DC Master Plan document, as part of the permanent records for your GMA 401(a) DC Plan. The City does not need to adopt the Master Plan.**

Please contact GMA Legal Assistant Gina Gresham at 678-686-6258 or rgresham@gacities.com with any questions.

C: Cain Smith, City Attorney, City of Statesboro (w/ encl.)
Michelle Warner, Director, Retirement Field Services and DC Program (w/o encl.)

THE GEORGIA MUNICIPAL ASSOCIATION, INC.

401(a) DEFINED CONTRIBUTION PLAN

**Amended and Restated
As of January 1, 2018**

**RESOLUTION AND
ADOPTION AGREEMENT**

City of Statesboro

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

RESOLUTION

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

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

WHEREAS, the Participating Employer has reviewed the Georgia Municipal Association, Inc. ("GMA") Defined Contribution Plan, as amended and restated effective as of January 1, 2017 ("Plan");

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

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

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

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

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

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

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

Section 3.

(a) The Participating Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this resolution. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Trustees of the Plan. The

Participating Employer acknowledges that it is solely responsible for submitting Employer Contributions in accordance with the terms of this Adoption Agreement, including submitting said Employer Contributions as scheduled based on its Payroll Period or the end of the Plan Year, as applicable.

(b) The Participating Employer acknowledges that it may not be able to rely on the opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Participating Employer's Plan to be a qualified plan.

Section 4. The Participating Employer hereby authorizes Georgia Municipal Association, Inc. ("GMA"), the Provider who sponsors the Plan on behalf of the Trustees, to amend the Plan on its behalf as provided under Revenue Procedures 2017-41, 2011-49, and 2007-44. The Participating Employer understands that the implementing amendment reads as follows:

GMA will maintain a record of the Participating Employers, and GMA will make reasonable and diligent efforts to ensure that Participating Employers have actually received and are aware of all Plan amendments and that such Participating Employers adopt new documents when necessary. The provisions of this subsection shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

The Trustees or GMA, as directed by the Trustees, hereby reserves the right to terminate the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) and, likewise, to amend the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) to make desired changes in the design of the Plan. A true copy of the resolution of the Trustees approving such amendment shall be delivered to the Administrator and the Participating Employers. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Participating Employers, Employees, Participants, Beneficiaries, the Administrator, and all others having any interest under the Plan shall be bound thereby.

On and after February 17, 2005, GMA shall have the authority to advise and prepare amendments to the Plan, for approval by the Trustees, on behalf of all Participating Employers, including those Participating Employers who have adopted the Plan prior to the January 1, 2018, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Participating Employers. Any amendment prepared by the Provider and approved by the Trustees will be provided by the Administrator to Participating Employers. Notwithstanding the foregoing paragraphs, effective on or after June 27, 2016, for any Participating Employer as of either:

- the date the Internal Revenue Service requires the Participating Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Participating Employer to incorporate a type of Plan not allowable in a pre-approved plan, as described in Revenue Procedure 2017-41; or
- as of the date of the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments,

such Participating Employer shall execute a resolution to adopt any amendments that are approved by the Trustees after the date under subparagraph (1) or (2) above, as applicable, within the earlier of (i) ninety (90) days after such Trustees' approval, or (ii) if applicable, the remedial amendment period under Code Section 401(b) as applicable to governmental plans. If the Participating Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, GMA's authority to amend the Plan on behalf of the Participating Employer is conditioned on the Plan receiving a favorable determination letter. The Participating Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

Section 5.

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

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

Section 6.

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

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

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

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

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

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

Section 9. As provided in Revenue Procedure 2017-41, the Participating Employer may rely on the Plan's Opinion Letter, provided that the Participating Employer's Plan is identical to the GMA Plan, and the Participating Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan and Adoption Agreement.

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

By: _____
Signature

Name and Title

Attest: _____

Date: _____

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

GMA 401(a) DEFINED CONTRIBUTION PLAN ADOPTION AGREEMENT

ADMINISTRATOR

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

PARTICIPATING EMPLOYER

Name: City of Statesboro, Georgia

GOVERNING AUTHORITY

Name: Mayor and Council of the City of Statesboro
Address: P.O. Box 348, Statesboro, GA 30459
Phone: 912-764-5468
Facsimile: 912-764-8258

Title of Person Authorized to receive Official Notices from the Plan or
GMA: Benefits Coordinator

DISCLOSURE OF OTHER 401(a) PLAN(S)

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

TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Adoption Agreement, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined contribution plan, and is part of the GMA Defined Contribution and Deferred Compensation Program. Plan provisions designed to comply with applicable provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2017-37 (the 2017 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting

this Adoption Agreement, with its accompanying Master Plan Document, the Participating Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a) and the 2017 Cumulative List with the applicable effective dates.

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

- This is a new defined contribution plan adopted by the Participating Employer for its Employees effective _____ (**insert effective date of this Adoption Agreement but not earlier than the beginning of the plan year in which the plan is adopted**), with respect to Contributions as approved by the Board of Trustees below.
- Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.
- This is an amendment and restatement of the current GMA 401(a) Defined Contribution Plan or other defined contribution plan of the Participating Employer, the effective date of which shall be **the date of approval by the Governing Authority** (**insert effective date of this Adoption Agreement but not earlier than the first day of the plan year in which the plan is restated or the beginning of the plan year in which the plan is adopted**). This Adoption Agreement is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on **October 16, 2001** (**insert original effective date of preexisting plan**).
- Check this box if (i) any preexisting plan provisions will be preserved from a superseded non-GMA plan or (ii) any non-conforming provisions will be included in Plan provisions. An Addendum must be completed as part of the Adoption Agreement.
- This is an amendment to be effective as of _____, _____, (**insert effective date of this Adoption Agreement but not earlier than then beginning of the remedial amendment period for such amendment**) of the current GMA 401(a) Defined Contribution Plan previously adopted by the Participating Employer, which was originally effective _____, _____, as follows (**must specify elective provisions in this Adoption Agreement**):
 - _____
- Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be completed as part of the Adoption Agreement.

PLAN YEAR

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

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

COVERED DEPARTMENTS

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

- All Departments
- Covered Departments (must specify): Administrative and Legal

ELIGIBLE EMPLOYEES

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

- All
- All with the following exclusions:
 - Municipal Legal Officer
 - Elected or appointed officials
 - Other¹ (must specify and clearly define the ineligible classification of employees):

- Only employees in any eligible 457(b) plan of the Employer. Note: Please check this box if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to any eligible 457(b) Plan of the Employer.
- Only employees in the Employer's GMA 457(b) plan. Note: Please check this box if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to the Employer's GMA 457(b) Plan.

¹ Do not specify the inclusion or exclusion of a participant by using the name of the employee.

- Other¹ (must specify and clearly define the classification of Eligible Employees; Eligible Employees shall not include non-governmental employees, independent contractors, or any other ineligible individuals):

City Manager employed from January 1, 2002 through February 15, 2008; City Judge effective April 3, 2010; City Attorney effective January 31, 2012; and City Managers employed in such position on or after September 6, 2016.

No employee may be excluded based on the attainment of a maximum age.

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

OTHER ELIGIBILITY REQUIREMENTS

Minimum Hours Per Week -- A Participating Employer may prescribe a minimum number of hours that an Employee must be scheduled and normally work in order to be an Eligible Employee under the Plan. The Employer hereby elects the following (elect either “No Minimum Hours Required” or “Minimum Hours Required” below. If you elect to have a minimum hour requirement you must specify the number of hours required in the space provided below). The Minimum Hour Requirement below only applies to common law Employees of the Employer and does not apply to elected or appointed officials.

- No Minimum Number of Hours Required
- Minimum Hours Required Per Week (regularly scheduled):
- _____ (must not exceed 40 hours/week)
- Other Minimum Hour Requirement (must specify): **35 hours per week for City Manager participating from January 1, 2002 through February 15, 2008; 30 hours per week for City Attorney participating on or after January 31, 2012; 30 hours per week for City Managers employed in such position on or after September 6, 2016; No minimum hour per week requirement for City Judge.**

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

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

Minimum hour requirement applicable to excepted Eligible Employees:

- No Minimum Number of Hours Required
- Minimum Hours Required Per Week (regularly scheduled):

- _____ (must not exceed 40 hours/week)
- Other Minimum Hour Requirement (must specify):**_____.

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

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

- No waiting period.** An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan.

- A waiting period described under one of the following options (check one):**

- Minimum Period of Service (please complete items below):**

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

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

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

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

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

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

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

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

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

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

Waiting period requirement applicable to excepted Eligible Employees:

No waiting period. An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan.

A waiting period described under one of the following options (check one):

Minimum Period of Service (please complete items below):

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

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

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

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

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

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

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

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

EMPLOYER CONTRIBUTIONS

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

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

Matching Contributions

Employer Contributions shall be made to match all or a portion of a Participant's contribution to an eligible 457(b) deferred compensation plan, including but not limited to the GMA Deferred Compensation Plan. The Employer must identify the class or classes of Participants for whom contributions will be made and the contribution formula:

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

Class A Participants are (**check one**):

- All Eligible Employees
 - Other (**must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named**):
-

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

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

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

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

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

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

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

- No Cap**

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

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

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

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

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

Class B Participants are (must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named):

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

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

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

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

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

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

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

No Cap

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

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

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

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

Non-Matching Contributions

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

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

Class C Participants are (check one):

- All Eligible Employees
 Other (must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named): **1) City Attorney; 2) City Judge; and 3) City Manager employed in such position on or after September 6, 2016.**

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

- Year-End Contributions: A one-time Plan Year-end contribution of \$_____ or _____% of Compensation per Participant.
- _____% of Compensation per Participant for each Payroll Period.
- A flat dollar amount per Payroll Period as shown below (**complete as applicable**):
 - \$_____ per weekly Payroll Period
 - \$_____ per bi-weekly Payroll Period
 - \$_____ per semi-monthly Payroll Period
 - \$_____ per monthly Payroll Period

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

1/12 of 4.0% of the Participant's annual budgeted base salary before taxes or deductions, per month.

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

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

Class D Participants are (must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named): City Manager from January 1, 2002 through February 15, 2008.

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

- Year-End Contributions: A one-time Plan Year-end contribution of \$_____ or _____% of Compensation per Participant.
- _____% of Compensation per Participant for each Payroll Period.
- A flat dollar amount per Pay Period as shown below (**complete as applicable**):
 - \$_____ per weekly Payroll Period
 - \$_____ per bi-weekly Payroll Period

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

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

\$416.66 per month from January 1, 2002 through October 31, 2007 and \$541.66 per month from November 1, 2007 through February 15, 2008.

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

The Participating Employer must monitor contributions to the Plan on behalf of a Participant to this Plan and any other 401(a) plan maintained by the Participating Employer to confirm compliance with Internal Revenue Code Section 415 and Article 5 of the Master Plan. To the extent an amendment to this Adoption Agreement is needed to satisfy the Internal Revenue Code Section 415 limit that could not otherwise be provided for in the above Sections, please complete as applicable:

COMPENSATION

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

- No post-severance payments will be included in Compensation for purposes of computing contributions under the Plan (if this box is checked, skip to "Payroll Period" below).
- For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes the Participant's severance from employment; and 2) absent a severance from employment, they would have been paid to the Participant while the Participant continued in employment with the Participating Employer (check all that apply):
 - regular compensation paid after severance from employment for services rendered prior to severance during the Participant's regular working hours
 - compensation paid after severance from employment for services rendered prior to severance outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments
 - post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued
 - Other: _____

VESTING FOR EMPLOYER CONTRIBUTIONS

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

- Immediate Vesting.** No vesting schedule. Employer Contributions are 100% vested from the time credited to the Participant's Account (**if this option is elected, do not complete the rest of this section**).

- Cliff Vesting.** Employer Contributions are 100% vested after a Participant has been employed as an Eligible Employee for _____ years (**not to exceed 5 years**) (the "Vesting Period"). Matching contributions remain 0% vested until the Participant satisfies the full Vesting Period.

- Graduated Vesting Schedule.** Employer Contributions are vested on the following graduated scale (**insert vesting % for each completed year of service as an Eligible Employee. Note: Maximum waiting period for 100% vesting may not exceed 5 years**):

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

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

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

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

TREATMENT OF FORFEITURES

If a Participant separates from service, the Participant's non-vested Employer Contributions shall be forfeited as of the date of the Participant's Separation from Service. Amounts forfeited during a Plan Year shall be held unallocated until they are used to reduce or otherwise supplement Employer Contributions as of the earliest possible date such contributions are required to be made to the Plan. If there are no future Employer Contributions (as in the case of a frozen plan), forfeitures shall be used for administrative expenses; after which, any remaining forfeitures shall be allocated to Participants' Accounts.

MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt

an amended Adoption Agreement (and any Addendum, if applicable) and forward the amended Adoption Agreement (and any Addendum) to the Trustees for approval. The amended Adoption Agreement (and Addendum) is not effective until approved by the Trustees and other procedures required by the Plan have been implemented.

The Administrator will inform the Participating Employer of any amendments made by the Trustees to the Plan. If there are no future Employer Contributions (as in the case of a frozen plan), forfeitures shall be used for administrative expenses, and, if forfeitures remain, shall be allocated to Participants' accounts.

TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan.

The Administrator will inform the Participating Employer of the discontinuance or abandonment of the Plan by the Trustees.

EXECUTION BY EMPLOYER

This Adoption Agreement (and any Addendum) may only be used in conjunction with the Georgia Municipal Association 401(a) Defined Contribution Plan Master Plan Document approved by the Internal Revenue Service under an opinion letter Q702380a dated June 30, 2020.

The failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Plan under the Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is the Georgia Municipal Association, Inc., 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 GMA General Counsel or Deputy Executive Director, Risk Management and Employee Benefits.

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

Signed: _____

Printed Name: _____

Title: _____

Date of Signature: _____

TRUSTEES APPROVAL

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

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

Contributions shall first be remitted as follows:

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

Dated: _____

By: _____

Title: _____
on behalf of the Board of Trustees

**THE GEORGIA MUNICIPAL ASSOCIATION, INC.
401(a) DEFINED CONTRIBUTION PLAN**

**MASTER PLAN DOCUMENT
Amended and Restated
As of January 1, 2018**

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

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**THE GEORGIA MUNICIPAL ASSOCIATION, INC.
DEFINED CONTRIBUTION PLAN**

The Georgia Municipal Association, Inc. Defined Contribution Plan ("Plan") is hereby amended and restated, generally effective January 1, 2018, except as otherwise provided herein, pursuant to a resolution of the Board of Trustees of the Georgia Municipal Association, Inc. ("GMA") Defined Contribution and Deferred Compensation Program, adopted September 25, 2020. The Plan is a governmental qualified defined contribution money purchase plan under Sections 401(a) and 414(d) of the Internal Revenue Code and is part of the GMA Defined Contribution and Deferred Compensation Program, as established by resolution of the Board of Directors of GMA.

Plan provisions are intended to comply with Internal Revenue Code Section 401(a) and applicable provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2017-37 (the 2017 Cumulative List) and are effective as of the applicable effective dates set forth in the Plan.

The Plan consists of the provisions set forth in this Master Plan document, along with the provisions set forth in the Adoption Agreement and any Addendum of any Participating Employer, and any amendments to the Master Plan, the Adoption Agreement, and any Addendum.

ARTICLE I - DEFINITIONS

1.01 "**Account**" means an account maintained for a Participant by the Administrator, which may include the following subaccounts and any other subaccounts established by the Administrator pursuant to Section 6.01: the Employer Contribution Account, the Employer Matching Contribution Account, the Employer Non-Matching Contribution Account, the Rollover Account, and the Transfer Account.

1.02 "**Addendum**" means any Addendum to an Adoption Agreement entered into by an Employer.

1.03 "**Administrator**" means GMA, and includes the Service Manager with regard to functions delegated by the Trustees to the Service Manager.

1.04 "**Applicable Form**" means the appropriate form as designated and furnished by the Administrator to make an election or provide a notice as required by the Plan. If a written election or consent is not specifically required by the Code, the Administrator may prescribe a verbal, electronic, or telephonic instruction in lieu of or in addition to a written form.

1.05 "**Adoption Agreement**" means the agreement entered into by an Employer to participate in this Plan.

1.06 "**Beneficiary**" means the person or persons designated by a Participant to receive any benefit payable upon the Participant's death.

1.07 "**Code**" means the Internal Revenue Code of 1986, as amended and as applicable to governmental plans as defined in Code Section 414(d). The term also includes the Internal Revenue Code of 1954, as amended and as applicable to governmental plans as defined in Code Section 414(d).

1.08 "**Compensation**" means all of a Participant's wages as defined in Code Section 3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)); provided, however, compensation shall also include the amount of any elective deferrals, as defined in Code Section 402(g)(3), and any amount contributed or deferred by the employer at the election of the Employee and which is not includable in the gross income

of the Employee by reason of Code Section 125 or 457, and elective amounts that are not includable in the gross income of the Employee by reason of Code Section 132(f)(4). If so elected in the Adoption Agreement, Compensation also includes certain additional amounts if paid no later than 2½ months after severance from employment or the end of the calendar year that includes a Participant's severance from employment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The compensation of each Participant for any Plan Year shall not exceed \$275,000 (for 2017), as adjusted for cost of living increases in accordance with Code Section 401(a)(17)(B).

1.09 "**Deferred Compensation Plan**" means any eligible deferred compensation plan of the Employer under Code Section 457(b), including but not limited to the Georgia Municipal Association Deferred Compensation Plan.

1.10 "**Disability**" or "**Disabled**" means a total and permanent disability determined as follows: (i) by the Social Security Administration for a Participant who is covered by Social Security; or (ii) by the Employer, for a Participant who is not covered by Social Security. With respect to (ii), an individual shall be considered to be Disabled if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration; provided, however, an individual shall not be considered to be Disabled unless he furnishes proof of the existence thereof in such form and manner as the Secretary of the Treasury may require.

1.11 "**Eligible Employee**" means an Employee who by the Adoption Agreement is eligible to participate in the Plan.

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

1.13 "**Employer**" means any municipal corporation, consolidated government, political subdivision, or other governmental instrumentality in the State.

1.14 "**Employer Contribution Account**" means the subaccount maintained by the Administrator to which Employer Contributions pursuant to Article IV, if any, may be credited.

1.15 "**Employer Contributions**" means Matching Contributions and Non-Matching Contributions determined under the Adoption Agreement and made by a Participating Employer to an Account for a Participant.

1.16 "**Employer Matching Contribution Account**" means the subaccount maintained by the Administrator to which Employer Matching Contributions pursuant to Article IV, if any, may be credited.

1.17 "**Employer Non-Matching Contribution Account**" means the subaccount maintained by the Administrator to which Employer Non-Matching Contributions pursuant to Article IV, if any, may be credited.

1.18 "**Governing Authority**" means the entity authorized by law to act for the Employer and adopt this Plan through the Adoption Agreement.

1.19 "**Investment Fund**" means an investment fund which forms part of the Trust Fund as established by the Trustees.

1.20 "**Matching Contribution**" means the Participating Employer matching contributions as determined under the Adoption Agreement and made pursuant to Article IV.

1.21 "**Non-Matching Contribution**" means the Participating Employer non-matching contributions as determined under the Adoption Agreement and made pursuant to Article IV.

1.22 "**Normal Retirement Age**" means the date a Participant attains age sixty-five (65).

1.23 "**Participant**" means an Eligible Employee who participates under this Plan by enrolling (including a default enrollment) and maintaining an Account balance.

1.24 "**Participating Employer**" means any Employer who elects to participate in the Plan pursuant to Article II with respect to the Eligible Employees of one (1) or more departments.

1.25 "**Payroll Period**" means the period during which payroll is determined by the Participating Employer.

1.26 "**Plan Year**" means the plan year as determined by a Participating Employer in the Adoption Agreement.

1.27 "**Provider**" means Georgia Municipal Association, Inc., who is the Provider sponsoring the Plan on behalf of the Trustees.

1.28 "**Rollover Account**" means the subaccount maintained by the Administrator to which rollovers pursuant to Article XIV will be credited. The Administrator may establish one or more rollover subaccounts for a Participant.

1.29 "**Separation from Service**" means severance of a Participant's employment with the Participating Employer for any reason, including retirement. A Participant shall be deemed to have Separated from Service with the Participating Employer for purposes of the Plan when, in accordance with the established personnel practices of the Participating Employer, the employment relationship is considered actually terminated. If a Participant has not been terminated, but the Participant has not performed services for the Participating Employer for a period of six (6) consecutive months and the Participant is not on a paid leave of absence, the Participant shall be deemed Separated from Service for purposes of this Plan at the end of the six (6) month period.

1.30 "**Service Manager**" means the person or organization appointed by the Trustees to perform service and administrative functions delegated by the Trustees.

1.31 "**State**" means the State of Georgia.

1.32 "**Transfer Account**" means the subaccount maintained by the Administrator to which transfers to the Plan pursuant to Article XV will be credited. The Administrator may establish one or more transfer subaccounts for a Participant.

1.33 "**Trust**" means the trust established by the Trustees pursuant to a written agreement that constitutes a valid trust under the law of Georgia.

1.34 "**Trustees**" means the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Program.

1.35 "Rules of Construction" words used herein in the masculine gender shall be construed to include the feminine gender where appropriate, and words used herein in the singular or plural shall be construed as being in the plural or singular where appropriate.

ARTICLE II - PARTICIPATION BY EMPLOYERS

2.01 Participating Employer. An Employer may make the Plan available to its Employees if it takes the following actions:

(a) The Governing Authority of the Employer must pass a resolution formally adopting this Plan for its Employees and approving the Adoption Agreement.

(b) The resolution must indicate the date of adoption.

(c) The resolution must commit to the terms of an Adoption Agreement as completed by the Employer.

(d) the resolution must specify that the Employer shall abide by the terms of the Plan and the Trust, including all investment, administrative, and service agreements of the Plan, and all applicable provisions of the Code and other applicable law.

(e) The resolution must acknowledge that the Trustees are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Employer.

(f) Employers whose Employees are participating in a defined contribution plan under Code Section 401(a) and 414(d) as of the effective date of the Adoption Agreement must inform the Administrator of the name of and the provider of that plan and must provide any other information requested by the Administrator.

The Trustees shall determine whether the resolution complies with this section. If it does, and provided the other requirements of the Plan and Trust are met, the Trustees shall execute the Adoption Agreement and provide appropriate forms for the Employer to implement its participation in the Plan.

2.02 Multiple Employer Plan. An Employer may include in its Resolution coverage for additional employers, such that the Plan will cover multiple employers, who will be treated as Participating Employers. These additional employers shall be governed by the terms of the Plan as adopted in the Adoption Agreement.

ARTICLE III - ELIGIBLE EMPLOYEE PARTICIPATION

3.01 Participation Procedure. Only Eligible Employees as defined by the Adoption Agreement may be Participants in the Plan. The Administrator shall prescribe the enrollment form for Eligible Employees to become Participants.

3.02 Cessation of Plan Participation. An Eligible Employee shall cease to be a Participant on the distribution and/or forfeiture of the Participant's entire interest in the Plan.

ARTICLE IV - CONTRIBUTIONS

4.01 Contributions. Contributions shall be made to the Plan in accordance with this Article, the Adoption Agreement, and subject to the limitations under Article V. A Participating Employer shall specify in the Adoption Agreement whether it will make Matching Contributions and/or non-Matching Contributions. Matching Contributions shall be made to match all or a portion of the Participant's contributions to a Deferred Compensation Plan, in accordance with the formula and method specified by the Participating Employer in the Adoption Agreement. Non-Matching Contributions are not tied to Participant contributions to a Deferred Compensation Plan and shall be made in accordance with the formula and method specified by the Participating Employer in the Adoption Agreement.

The Adoption Agreement establishing the amount and method of calculating contributions continues in effect from Plan Year to Plan Year until amended or repealed by the Governing Authority or until the Participating Employer's participation in the Plan is terminated.

4.02 Matching Contributions. If the Adoption Agreement provides for Matching Contributions, the Governing Authority shall determine and specify in the Adoption Agreement the formula for calculating the Matching Contributions, which may be all or a specified portion of a Participant's contribution to a Deferred Compensation Plan. In the Adoption Agreement, the Participating Employer may establish different classes of Participants who are eligible or ineligible to receive Matching Contributions. The Employer may also establish different Matching Contribution amounts or formulas applicable to different classes of Eligible Employees.

4.03 Eligibility for Matching Contributions.

(a) If the Adoption Agreement provides for Matching Contributions, a Participant shall be eligible for Matching Contributions for any Payroll Period only if the Participant meets the conditions set forth in the Adoption Agreement.

(b) In no event shall a Participant receive any Matching Contributions for any Payroll Period for which the Participant does not have an effective payroll deferral to a Deferred Compensation Plan for that Payroll Period.

4.04 Non-Matching Contributions. If the Adoption Agreement provides for Non-Matching Contributions, the Governing Authority shall determine and specify in the Adoption Agreement the formula for calculating the Non-Matching Contributions, which may be a fixed amount or a specified portion of a Participant's Compensation. In the Adoption Agreement, the Participating Employer may establish different classes of Participants who are eligible or ineligible to receive Non-Matching Contributions. The Employer may also establish different Non-Matching Contribution amounts or formulas applicable to different classes of Eligible Employees.

4.05 Eligibility for Non-Matching Contributions. If the Adoption Agreement provides for Employer Non-Matching Contributions, a Participant shall be eligible for Non-Matching Contributions only if the Participant meets the conditions set forth in the Adoption Agreement.

4.06 Changes in Employer Contributions. A Participating Employer may adjust the amount or method of Employer Contributions throughout the Plan Year by adopting a resolution to amend its Adoption Agreement in accordance with Section 20.02. The resolution must be sent to the Administrator. The Trustees must approve or disapprove the amendment and, if approved, establish the effective date of any change to the Employer Contributions.

4.07 Employee Contributions, Rollovers, and Transfers. Employee contributions under the Plan are not required or permitted. However, a Participant may rollover eligible rollover distributions to the Participant's Rollover Account, pursuant to Article XIV. In addition, the Plan may accept transfers to a Participant's Transfer Account, pursuant to Article XV.

4.08 Remittance of Contributions. The Employer Contributions shall be paid as specified in the Adoption Agreement. All amounts of Employer Contributions under the Plan shall be transferred by the Participating Employers to the Trust within the time limits described in this Section. Contributions shall first be remitted to the Trust only after the Employer's Adoption Agreement is approved by the Trustees. Upon approval of the Adoption Agreement, the Trustees shall specify the date Employer Contributions are to commence. In no event shall contributions under the Plan be transferred by the Participating Employer to the Trust later than fifteen (15) business days after the Payroll Period specified in the Adoption Agreement or after the end of the Plan Year with respect to Employer Contributions made on a Plan Year basis.

4.09 Delinquent Contributions. It is the Participating Employer's responsibility to correctly calculate and timely remit the appropriate Employer Contributions. The Administrator reserves the right to give notice to the highest elected official, the designated representative of the Employer and/or the Eligible Employees of the delinquent Participating Employer in the event it comes to the Administrator's attention that Employer Contributions are not being remitted in a timely manner or that Employer Contributions are otherwise not being made in accordance with the terms of the Plan or in accordance with state or federal law or regulation.

Neither GMA, the Trustees, nor the Administrator have any liability for the delinquency of a Participating Employer or for a Participating Employer's failure to make Employer Contributions in accordance with the terms of the Plan or in accordance with state or federal law or regulation.

ARTICLE V - LIMITATIONS ON CONTRIBUTIONS

5.01 Applicability of Article. Notwithstanding any provision of the Plan to the contrary, contributions to the Plan and additions to Accounts of Participants shall be limited as provided in Code Section 415 as provided in this Article.

5.02 Limitation under Code Section 415. Notwithstanding anything in the Plan to the contrary, the following limitations shall apply:

(a) To the extent required under Code Section 415(c), in no event shall the "annual addition," as defined in this Section for a Participant for any limitation year, exceed the lesser of:

(1) Forty Thousand Dollars (\$40,000), as adjusted for cost of living under Code Section 415(d) (\$55,000 for 2017); or

(2) One hundred percent (100%) of Compensation (as defined in Article I) actually paid or includable in gross income during such limitation year. Compensation also includes certain additional amounts if paid no later than 2½ months after severance

from employment or the end of the calendar year that includes a Participant's severance from employment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. Such additional amounts include regular compensation for services during the Participant's regular working hours or compensation for services outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and, payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued. Any payment to a Participant paid by the Participating Employer not described above is not considered compensation if paid after severance from employment, even if it is paid within 2½ months following severance from employment.

An Employee who is in qualified military service (within the meaning of Internal Revenue Code Section 414(u)(1)) shall be treated as receiving compensation from the Participating Employer during such period of qualified military service equal to (i) the compensation the Employee would have received during such period if the Employee were not in qualified military service, determined based on the rate of pay the Employee would have received from the Participating Employer but for the absence during the period of qualified military service, or (ii) if the compensation the Employee would have received during such period was not reasonably certain, the Employee's average compensation from the Participating Employer during the twelve month period immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service).

Compensation of each Participant shall not exceed the applicable limit established by Code Section 401(a)(17) as of the first day of the limitation year, as increased for the cost of living adjustment (\$275,000 for 2017). The cost of living adjustment in effect for a limitation year applies to compensation for the Plan Year that begins with or within such limitation year.

(b) The Plan shall be administered so as to comply with the limitations of Code Section 415.

(c) For purposes of this Section, all defined contribution plans of a Participating Employer are to be treated as a single defined contribution plan. However, each Participating Employer is to be considered as a separate employer.

(d) Any corrections required under this Article V may be made pursuant to the IRS Employee Plans Compliance Resolution System. For limitation years prior to July 1, 2007, if the annual addition for a Participant under the Plan, determined without regard to the limitation of paragraph (a), would have been greater than the annual addition for such Participant as limited by paragraph (a), then the excess, if due to a reasonable error in estimating compensation or such other circumstances as found by the Secretary of the Treasury to justify application of this paragraph, shall be reduced, to the extent necessary to satisfy such limitation by holding the excess unallocated in a suspense account and using it to reduce Participating Employer contributions in subsequent Plan Years.

(e) For purposes of this Section, "annual addition" means the annual addition as defined in Code Section 415(c) and as modified in Code Sections 415(l)(1) and 419A(d)(2). In general, Code Section 415(c) defines the annual addition as the sum of the following amounts

credited to a Participant's accounts for the limitation year under this Plan and any other defined contribution plan maintained by a Participating Employer:

- (1) employer contributions;
 - (2) employee contributions;
 - (3) forfeitures;
 - (4) amounts allocated to an individual medical account, as defined in § 415(1)(2) of the Code, which is part of a pension or annuity plan maintained by the employer are treated as annual additions to a defined contribution plan. Also amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in § 419A(d)(3) of the Code, under a welfare benefit fund, as defined in § 419(e) of the Code, maintained by the employer are treated as annual additions to a defined contribution plan; and
 - (5) allocations under a simplified employee pension.
- (f) For purposes of this Section, limitation year means the calendar year.

5.03 Participating Employer Responsibility for Contribution Limits. The Participating Employer must monitor contributions to the Plan on behalf of a Participant to this Plan and any other 401(a) plan maintained by the Participating Employer to determine compliance with this Article. The Participating Employer must cease contributions to avoid exceeding the limits of Section 5.02 and must notify the Administrator if excess annual additions are made. The Participating Employer may amend the Adoption Agreement to the extent necessary to satisfy Code Section 415.

ARTICLE VI - ACCOUNTS AND REPORTS

6.01 Account. The Administrator shall maintain applicable Accounts within the Participant's Account with respect to each Participant which may include: the Employer Contribution Account, the Employer Matching Contribution Account, the Employer Non-Matching Contribution Account, the Rollover Account, and the Transfer Account. The Administrator may establish an Employer Matching Contribution Account and an Employer Non-Matching Contribution Account, consistent with the Participating Employer's elections in the Addendum to the Adoption Agreement. If established, the Employer Matching Contribution Account shall be credited with the Participant's Employer Matching Contributions for each Payroll Period, and the Employer Non-Matching Contribution Account shall be credited with the Participant's Employer Non-Matching Contributions for each designated period (pursuant to the Adoption Agreement). If the Administrator does not establish these accounts, Employer Contributions shall be credited to the Employer Contribution Account. The Rollover Account shall be credited with the Participant's rollover contributions, if any, under Article XIV. The Transfer Account shall be credited with the Participant's transfers to the Plan, if any, under Article XV. The balance of the Participant's Accounts shall be adjusted daily to reflect any distribution to the Participant and all interest, dividends, account charges and changes of market value resulting from the investment of the Participant's Accounts. All Plan records, including individual account information, that are maintained by the Service Manager shall be the exclusive property of the Administrator. The Administrator may prescribe such minimum deposits to Participant's Accounts and each investment option for the Participant as it deems appropriate.

6.02 Statements of Account. A written report of the status of each Participant's Accounts shall be furnished to the Participant by the Administrator within thirty (30) days after

the end of each Plan quarter. All reports to Participants shall be based on the fair market value of investments credited to Accounts as of the reporting dates. Participant reports shall be deemed to have been accepted by the Participant as correct unless written notice to the contrary is received by the Administrator within ninety (90) days after the mailing or distribution of a report to the Participant.

6.03 Year End Reports. Within ninety (90) days after the end of each Plan Year, a written report shall be prepared and maintained on file by the Administrator showing the assets held under the Plan, a schedule of all receipts and disbursements, and all material transactions of the Plan during the preceding year. This report shall be in a form and shall contain other information as the Administrator requires. The report shall also contain such information as is necessary to enable the Trustees to prepare their accounting due under the Trust.

ARTICLE VII - VALUATION OF ACCOUNTS

7.01 Valuation. The Administrator shall value the investments each business day based on acceptable industry practices. All daily transactions shall be based on that day's closing market values.

7.02 Deposits. In all cases, deposits of contributions shall be treated as actually made only as of the date the funds are accepted as in good order by the Administrator.

7.03 Report from Administrator to Trustees. The Administrator shall provide a report to the Trustees concerning the valuation of Accounts quarterly.

ARTICLE VIII - TRUST

8.01 Trust Status. All assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income

of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. In resolving any conflict between provisions of the Plan and provisions of the Trust Agreement, the provisions of the Plan shall control.

8.02 Trust Fund. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and the Trust Agreement. All contributions to the Plan must be transferred by the Participating Employers to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

ARTICLE IX - INVESTMENT OF ACCOUNTS

9.01 Investment Options. From time to time, the Trustees shall determine the available Investment Funds for Participants (or Beneficiaries upon the death of the Participant). The Participants may direct the investment of their Accounts among the Investment Funds selected by the Trustees. Unless otherwise directed by the Participant (or Beneficiary), in accordance with procedures established by the Service Manager, a Participant's (or Beneficiary's) Rollover Account and Transfer Account shall be invested in the same manner as the Participant's (or Beneficiary's) Employer Contribution Account; if a Participant has both an Employer Matching Contribution Account and Employer Non-Matching Contribution Account with different investment directives, the investment directive of the Matching Contribution Account shall be applied. The Administrator shall follow the Participants' (or Beneficiaries') directions with respect to the investment of the Accounts, except that the Administrator shall direct the

investment of a Participant's (or Beneficiary's) Account to a default investment pursuant to Section 9.02 when there is no valid investment direction on file.

9.02 Investment Default Option. In the event that a Participant does not have a valid investment direction on file for any portion of the amount in that Participant's Account, that portion of the Account shall be invested in any default option or options as determined by the Trustees. In such event, the Participant shall be deemed to have directed that option (or options) for investment of such portion of their Account. The Trustees intend to establish one or more default options based upon various factors, including but not limited to, market risk, stability and rate of return. If the Trustees have appropriately exercised their fiduciary duty in selecting a default option(s), they have no liability for any loss sustained by a Participant or Beneficiary whose Account in whole or in part is invested in the default option(s). If an Employer directs the transfer of all assets under a superseded plan to this Plan and any or all of the investment funds under the superseded plan are not available under this Plan, the Trustees will invest the Participant's Account in any default option or options as determined by the Trustees, until the Participant makes a valid change of investment direction for such assets.

ARTICLE X - VESTING

10.01 Vesting Standards. The vesting standards for Employer Contributions shall be determined in the Adoption Agreement with the following exceptions:

(a) The Participant shall be 100% Vested in the Participant's Rollover Account and Transfer Account at all times.

(b) Upon attainment of Normal Retirement Age, Death or Separation from Service because of Disability, the Participant shall be 100% Vested in all the Participant's Accounts.

(c) Upon a Participating Employer's voluntary or involuntary termination of the Employer's Participation in the Plan or upon the Trustees' termination of the entire Plan, or upon

the complete discontinuance of the Employer's contributions to the Plan, the Participant shall be 100% Vested in all the Participant's Accounts.

10.02 Forfeitures. If a Participant has a Separation from Service, the Participant's non-vested Employer Contributions shall be forfeited as of the date of the Participant's Separation from Service. The Employer is responsible for reporting forfeitures to the Administrator when they occur. Amounts forfeited during a calendar year shall be used to reduce or otherwise supplement Employer Contributions no later than the last day of the second month following the end of the calendar year, or, if there are no Employer Contributions (such as in a frozen plan), shall be used for administrative expenses and, if forfeitures remain, allocated to remaining Participants' Accounts.

ARTICLE XI - BENEFITS

11.01 Benefit Payments. Benefits shall be paid from the Trust Fund in accordance with this Article. Benefits payable to a Participant or a Beneficiary (or estate, if applicable) shall be based upon the value of the Participant's Account.

(a) **Separation from Service.** Upon Separation from Service, a Participant may elect to have benefits commence on a date which is no later than the required beginning date under Code Section 401(a)(9), as specified in Article XII. All benefits shall be paid under a payment option under Section 11.02, subject to the restrictions in Article XII.

(b) **Death.** In the event of the Participant's death prior to the commencement of benefits under paragraph (a), the value of the Participant's Account shall be paid to the Beneficiary under a payment option elected by the Beneficiary under Section 11.02, subject to the restrictions in Article XII. Such benefits shall be payable commencing within sixty (60) days after receipt by the Administrator of satisfactory proof of the Participant's death. However, if the Beneficiary is the spouse of the Participant, then the spouse may elect, within sixty (60) days of

the Participant's death, to defer distribution to a date not later than the Participant's required beginning date as specified in Section 12.06(e). In the event of the Participant's death after commencement of benefits, benefits shall be paid subject to Article XII.

(c) **Disability.** Upon Separation from Service with the Participating Employer because of Disability, a Participant may elect to have benefits commence on a date which is no later than the required beginning date under Code Section 401(a)(9), as specified in Article XII. A Participant who is on leave without pay who becomes Disabled within the first six (6) months of the leave shall be considered to have Separated from Service on account of Disability. The commencement date must meet the required distribution commencement date provisions of Code Section 401(a)(9) as specified in Article XII. All benefits shall be paid under a payment option under Section 11.02, subject to the restrictions in Article XII.

11.02 Payment Options. The election of a payment option by a Participant or a Beneficiary under Section 11.01 must be made no later than thirty (30) days before the commencement of such benefits. Subject to restrictions established by the Administrator, the Plan shall permit payment options in the form of lump sums and may permit a Participant to elect payment over the life of the Participant; over the life of the Participant and a designated Beneficiary; over a period certain not extending beyond the life expectancy of the participant; or over a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a designated Beneficiary. Absent such an election, the Account will be paid in a lump sum.

11.03 Lump Sum Settlement. Notwithstanding anything in this Plan to the contrary, if a Participant's Account balance is not greater than \$5,000 (or such other lesser amount as determined by the Trustees with respect to the Plan Years of Participating Employers following

the determination) at the time of Separation from Service, the Administrator may effect a lump sum distribution of the Participant's Account, regardless of a Participant's or Beneficiary's direction. Effective for distributions made on or after March 28, 2005, if a lump sum distribution to be made under this Section is greater than \$1,000 and it is an eligible rollover distribution, and if the recipient of the distribution does not elect to have the distribution paid directly to an eligible retirement plan specified by the recipient in a direct rollover or does not elect to receive the distribution directly, then the Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Administrator.

11.04 Designated Beneficiary.

(a) A Participant shall have the right to file with the Administrator an Applicable Form designating the Beneficiary or Beneficiaries who shall receive the benefits payable under the Plan in the event of the Participant's death. No Beneficiary designation shall take effect until an Applicable Form is completed by the Participant and received and accepted by the Administrator.

(b) A Participant shall have the right to designate at least one primary and at least one contingent Beneficiary and to indicate whether the Beneficiaries in each class are to share equally or according to specified percentages. If a Beneficiary predeceases the Participant, the surviving Beneficiaries in the same class (i.e., primary or contingent) will share among each other all benefits in the same proportion as originally designated by the Participant. A contingent Beneficiary shall receive benefit payments only if there is no surviving primary Beneficiary.

(c) If the Participant dies without a valid Beneficiary designation on file for this Plan and he or she is a participant in the GMA Deferred Compensation Plan, the Participant's Beneficiary or Beneficiaries for purposes of the GMA Deferred Compensation Plan, if any, shall

be the Participant's Beneficiary or Beneficiaries under this Plan. If the Participant dies without a valid Beneficiary designation on file for this Plan or for the GMA Deferred Compensation Plan, the benefit payment shall be made to the Participant's surviving spouse, in which case the Participant's surviving spouse shall be the designated Beneficiary under the Plan. If there is no surviving spouse, the benefits shall be paid to the Participant's estate in a lump sum. In the event of the death of a Beneficiary after the Beneficiary has become entitled to receive benefits, the remaining benefits allocable to such Beneficiary shall be paid to the estate of the Beneficiary in a lump sum.

(d) The Beneficiary designation may be changed by the Participant on the Applicable Form at any time prior to the date benefits commence. Only the last designation of a Beneficiary prior to the date benefits commence shall have effect, and any new designation of a Beneficiary invalidates, supersedes, and revokes any prior designation, provided it is made on an Applicable Form completed by the Participant and received and accepted by the Administrator. Notwithstanding any provision to the contrary, a Beneficiary designation for this Plan shall control distribution of benefits payable under this Plan over a subsequent Beneficiary designation for the GMA Deferred Compensation Plan.

ARTICLE XII - MINIMUM DISTRIBUTION RULES

12.01 Precedence. The requirements of this Article will take precedence over any inconsistent provisions of the Plan.

12.02 Requirements of Treasury Regulations. All distributions required under this Article will be determined and made in accordance with Code Section 401(a)(9) and the Treasury regulations Sections 1.401(a)(9)-2 through 1.401(a)(9)-9 thereunder, including the incidental death benefit rules under Code Section 401(a)(9)(G).

12.03 Time and Manner of Distribution.

(a) The Participant's entire interest will be distributed, or begin to be distributed, to the Participant not later than the Participant's Required Beginning Date.

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

(1) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72 (age 70½ for distributions required to be made before January 1, 2020, with respect to a Participant who would have attained age 70½ before January 1, 2020), if later.

[AMENDED SEPTEMBER 25, 2020]

(2) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary may be made by lump sum, and distribution must be made no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse are required to begin, this subsection (b), other than subsection (b)(1), will apply as if the surviving spouse were the Participant.

For purposes of this subsection (b) and Section 12.05, unless subsection (b)(4) of this Section applies, distributions are considered to begin on the Participant's Required Beginning Date. If subsection (b)(4) of this Section applies, distributions are considered to begin on the date the distributions are required to begin to the surviving spouse under subsection (b)(1) of this Section. If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (b)(1) of this Section), the date distributions are considered to begin is the date distributions actually commence.

(c) Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Sections 12.04 or 12.05. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the Treasury regulations. Annuity payments must commence on or before the Participant's Required Beginning Date. The first payment, which must be made on or before the Participant's required beginning date, must be the payment which is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bimonthly, monthly, semi-annually, or annually.

(d) Once payments have begun over a period certain, the period certain cannot be changed except in the limited circumstances described in Section 1.401(a)(9)-6, Q&A-13, of the Treasury regulations.

(e) A participant's benefit may be distributed in a lump sum to purchase an annuity from an insurance company. All annuity payments (whether paid over an Participant's life, joint lives, or a period certain) must be either nonincreasing or increase only in accordance with Section 1.401(a)(9)-6, Q&A-14, of the Treasury regulations.

12.04 Required Minimum Distribution During Participant's Lifetime.

(a) During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

(1) The quotient obtained by dividing the Participant's Account Balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9, Q&A-2, of the Treasury regulations, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or

(2) If the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9, Q&A-3, of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year.

(b) Required minimum distributions will be determined under this Section beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

12.05 Required Minimum Distributions After Participant's Death.

(a) Death on or After Date Distributions Begin.

(1) If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:

(i) The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving spouse's death, the remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining Life Expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(b) Death (on or before December 31, 2021) Before Date Distributions Begin.

(1) If the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in subsection (a) of this Section.

(2) If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under

Section 12.03(b)(1), this subsection (b) will apply as if the surviving spouse were the Participant.

(c) Death After Required Minimum Distributions Begin. If distributions begin on the Participant's Required Beginning Date and the Participant dies before his or her entire interest has been distributed, the remaining portion of such interest must be distributed at least as rapidly as under the distribution method being used as of the date of the Participant's death.

(d) Required Minimum Distribution After Participant's Death Beginning after December 31, 2021. Notwithstanding the provisions above, if a Participant dies before their entire Account balance is distributed, the Participant's entire interest will be distributed no later than as follows:

(1) If the Designated Beneficiary is not the Participant's surviving spouse, a child of the employee who has not yet reached the age of majority, an individual who is disabled or chronically ill, or an individual who is not more than ten years younger than the employee, distributions after the Participant's death must be distributed no later than the tenth (10th) Distribution Calendar Year following the Participant's death.

(2) If the Designated Beneficiary is the Participant's surviving spouse, a child of the employee who has not yet reached the age of majority, an individual who is disabled or chronically ill, or an individual who is not more than ten (10) years younger than the employee, distributions after the Participant's death must be made over a period not to exceed the Designated Beneficiary's life expectancy. Alternatively, the Designated Beneficiary may elect to receive a total distribution of the Participant's Account balance by no later than the tenth (10th) Distribution Calendar Year following the Participant's death. [AMENDED SEPTEMBER 25, 2020]

12.06 Definitions for this Article.

(a) "Designated Beneficiary" means the individual who is designated as the Beneficiary under Article XI and is the Designated Beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9)-4 of the Treasury regulations.

(b) "Distribution Calendar Year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Section 12.03(b). The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

(c) "Life Expectancy" means life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9, Q&A-1, of the Treasury regulations.

(d) "Participant's Account Balance" means the Account balance as of the last valuation date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the

valuation date. The Account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

(e) "Required Beginning Date" means April 1 of the calendar year following the later of (i) the calendar year in which the Participant reaches age seventy-two (72) (age seventy and one-half (70½) for distributions required to be made before January 1, 2020, with respect to a member who would have attained age 70½ before January 1, 2020), or (ii) the calendar year in which the Participant Separates from Service. **[AMENDED SEPTEMBER 25, 2020]**

12.07 TEFRA Section 242(b)(2) Elections.

(a) Notwithstanding the other requirements of this Article distribution on behalf of any Participant who has made a designation under section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (a "section 242(b)(2) election") may be made in accordance with all of the following requirements (regardless of when such distribution commences):

(1) The distribution by the Plan is one which would not have disqualified such Plan under Code section 401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.

(2) The distribution is in accordance with a method of distribution designated by the Participant whose interest in the Plan is being distributed or, if the Participant is deceased, by a Beneficiary of such Participant.

(3) Such designation was in writing, was signed by the Participant or the Beneficiary, and was made before January 1, 1984.

(4) The Participant had accrued a benefit under the Plan as of December 31, 1983.

(5) The method of distribution designated by the Participant or the Beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Participant's death, the Beneficiaries of the Participant listed in order of priority.

(b) A distribution upon death will not be covered by this transitional rule unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Participant.

(c) For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Participant or the Beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in subsections 12.08 (a)(1) and (5).

(d) If a designation is revoked, any subsequent distribution must satisfy the requirements of Code section 401(a)(9) and the regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute, by the end of the calendar year following the calendar year in which the revocation occurs, the total amount not yet distributed which would have been required to have been distributed to satisfy Code section 401(a)(9) and the regulations thereunder, but for the section 242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does

not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life).

(e) In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Treasury Regulation section 1.401(a)(9)-8, Q&A-14 and Q&A-15, shall apply.

12.08 No Expansion of Payment Options. Nothing in this Article shall provide any individual entitled to a benefit under this Plan a benefit or payment option to which such individual would not otherwise be entitled pursuant to the provisions of the Plan.

12.09 2020 Waiver of Required Minimum Distributions

(a) Effective in 2020, notwithstanding Sections 12.04 and 12.05, a Participant or Designated Beneficiary who would have been required to receive a required minimum distribution for 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of section 401(a)(9)(I) of the Code (2020 required minimum distributions), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2020 required minimum distributions, or (2) one or more payments (that include the 2020 required minimum distributions) in a series of substantially equal periodic payments made at least annually and expected to last the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's Designated Beneficiary, or for a period of at least 10 years (Extended 2020 required minimum distributions), will receive those distributions is determined in accordance with this Section 12.09(b) below. Notwithstanding Section 12.09(b) below, a Participant or Beneficiary will be given the opportunity to elect whether or not to receive those distributions. In addition, notwithstanding Section 13.01 and solely for purposes of applying the direct

rollover provisions of the Plan, certain additional distributions in 2020 will be treated as eligible rollover distributions.

(b) A Participant or Beneficiary who would have been required to receive a 2020 required minimum distribution will not receive this distribution unless the Participant or Beneficiary chooses to receive the distribution. [AMENDED SEPTEMBER 25, 2020]

ARTICLE XIII - ELIGIBLE ROLLOVER FROM THIS PLAN

13.01 Plan Distributions and Withholding Requirements.

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(b) For purposes of the direct rollover provisions of the Plan, 2020 required minimum distributions will be treated as an Eligible Rollover Distribution in 2020. [AMENDED SEPTEMBER 25, 2020]

13.02 Definitions. The following definitions shall apply to this Article:

(a) An "Eligible Rollover Distribution" is any distribution under Article XI of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten (10) years or more; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); or (iii) the portion of any distribution that is not includable in gross income, provided that any portion of any distribution

that is not includable in gross income may be an Eligible Rollover Distribution for purposes of a rollover to either (1) a traditional individual retirement account or individual retirement annuity under Code Sections 408(a) or 408(b) or a Roth individual account or annuity described under Code Section 408A or (2) a qualified trust which is part of a plan which is a defined contribution plan under Code Sections 401(a) or 403(b) that will separately account for the distribution, including the taxable and non-taxable portions of the distribution, in a direct trustee-to-trustee transfer.

(b) An "Eligible Retirement Plan" is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a Roth IRA described in section 408A of the Code, an annuity plan described in section 403(a) of the Code, a qualified plan described in section 401(a) of the Code that accepts the distributee's eligible rollover distribution, an annuity contract described in Code Section 403(b), an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, and, effective after December 18, 2015, to a SIMPLE IRA described in Code Section 408(p) that has been established for at least two years. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p). The definition of an Eligible Retirement Plan for a nonspouse designated beneficiary of a deceased participant means an individual retirement annuity account established for the purpose of receiving a distribution from this Plan and treated as an inherited individual retirement account or annuity (within the meaning of Code Section 408(d)(3)(C)).

(c) A "Distributee" includes an employee, former employee, and, effective for Plan Years beginning on or after December 31, 2009, a nonspouse designated beneficiary (as defined in section 401(a)(9)(E) of the Code) of a deceased Participant. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse.

(d) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(e) Not fewer than 30 nor more than 180 days before a Plan distribution, the Administrator shall provide the recipient with a written tax explanation as required by Code Section 402(f), if applicable, including an explanation of (i) the direct transfer of benefits, if applicable; (ii) the applicability of withholding taxes; (iii) the availability of direct transfers or rollovers; (iv) the availability of the special forward income averaging of Code Section 402(d); and (v) the applicability of such provisions to an alternate payee under Code Section 402(e). Notwithstanding the preceding sentence, a distribution may begin fewer than 30 days after the notice described in the preceding sentence is given, provided that:

(1) the Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a participant distribution option), and

(2) the Participant, after receiving a notice, affirmatively elects a distribution.

ARTICLE XIV - ELIGIBLE ROLLOVERS TO THIS PLAN

To the extent permitted by the applicable provisions of the Code and regulations issued thereunder, a Participant may contribute to the Plan in cash as a rollover contribution a qualified

rollover amount from a qualified plan under Code Section 401(a); an annuity plan under Code Section 403(a); an individual retirement account or annuity under Code Sections 408(a) or (b); or an annuity contract under Code Section 403(b); provided that the Administrator, in its discretion, determines that the contribution satisfies all applicable requirements of the Code. A rollover contribution shall be allocated to the Rollover Account of the Participant as of the date of the contribution. The Participant's Rollover Account shall be available for distribution, under the payment options set forth in Section 11.02, at any time at the direction of the Participant, subject to any applicable penalties or other distribution requirements under the Code (including, but not limited to, Article XII).

ARTICLE XV - TRANSFERS

To the extent permitted by the applicable provisions of the Code and regulations issued thereunder, a Participant may make a plan-to-plan transfer to this Plan from another qualified plan as provided in this Article. Likewise, to the extent permitted by the applicable provisions of the Code and regulations issued thereunder, and subject to approval by the Trustees, this Plan will accept an Employer directed transfer of a Participant's assets from a qualified plan and trust. Such a Participant-directed or Employer-directed transfer is permitted only if the other plan provides for the direct transfer of the Participant's interest therein to the Plan. The Administrator may require in its sole discretion that the transfer be in cash or other property acceptable to the Administrator. The Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer and to confirm that the other plan is a qualified plan as defined in Section 401(a) of the Code. The amount so transferred shall be credited to the Participant's Transfer Account and shall be held, invested, accounted for, administered and otherwise treated in the same manner as a rollover contribution under Article XIV, subject to any applicable distribution requirements or limitations under the Code.

To the extent permitted by the applicable provisions of the Code and regulations issued thereunder, and subject to approval by the Trustees, a Participating Employer may direct the transfer of all the assets under its Plan to a successor qualified plan and trust that agrees to accept such transfer. In the event of such a transfer, each Participant or Beneficiary shall be entitled to receive (if the plan then terminated) a benefit immediately after the transfer which is not less than the benefit the Participant or Beneficiary would have been entitled to receive immediately before the transfer (if the plan had then terminated).

ARTICLE XVI - PARTICIPATING EMPLOYER OBLIGATIONS

Each Participating Employer is required to: (i) remit correct contributions on a timely basis pursuant to Article IV, in the form and manner required by the Administrator; (ii) notify the Administrator of any change in the Adoption Agreement at least thirty (30) days prior to the proposed effective date of the change; (iii) provide and/or distribute any reports, information, or notices as required by the Administrator; and (iv) comply with all requirements of the Plan. The Plan for a Participating Employer who fails to comply with its obligations under the Plan may be terminated by the Trustees in their discretion. A Participating Employer shall not be liable for losses arising from expense charges of any kind or from depreciation or shrinkage in the value of investments made under this Plan.

[AMENDED SEPTEMBER 25, 2020]

ARTICLE XVII - PLAN LOANS

Plan loans to Participants shall not be permitted.

ARTICLE XVIII - ADMINISTRATION OF PLAN

18.01 Compliance with Code Section 401(a). At all times, the Plan shall be administered in accordance with and construed to be consistent with Section 401(a) of the Code and its accompanying regulations, as applicable to governmental plans as defined in Code

Section 414(d). The Plan is a money purchase plan, whereby contributions are determined pursuant to Article IV of the Plan.

18.02 Trustees' Duties and Powers. The Trustees shall have the authority to control and manage the operation and administration of the Plan and shall be a named fiduciary of the Plan.

(a) The Trustees shall have such power and authority (including discretion with respect to the exercise of that power and authority) as may be necessary, advisable, desirable or convenient to enable the Trustees to carry out their duties under the Plan. The Trustees also have the powers and duties specified in the Trust Agreement. By way of illustration and not limitation, the Trustees are empowered and authorized:

(1) to establish procedures with respect to administration of the Plan, not inconsistent with the Plan and the Code, and to amend or rescind such procedures;

(2) to determine, consistent with the Plan, applicable law, rules or regulations, all questions of law or fact that may arise as to the eligibility for participation in the Plan and eligibility for distribution of benefits from the Plan, and the status of any person claiming benefits under the Plan, including without limitation, Participants, former Participants, Beneficiaries, Employees and former Employees;

(3) pursuant to Article XI of the Plan, to make payments from the Trust Fund to Participants, their Beneficiaries and other persons as the Trustees may determine;

(4) to contract with one or more Service Managers to perform education, enrollment, and administrative services under this Plan;

(5) to accept service of legal process;

(6) subject to and consistent with the Code, to construe and interpret the Plan as to administrative issues and to correct any defect, supply any omission or reconcile any inconsistency in the Plan with respect to same.

(b) Any action by the Trustees, which is not found to be an abuse of discretion, shall be final, conclusive and binding on all individuals affected thereby. The Trustees may take any such action in such manner and to such extent as the Trustees in their sole discretion may deem expedient and the Trustees shall be the sole and final judge of such expediency.

(c) The Trustees may delegate any power or duty to the Administrator except where the Trustees are required to review a determination of the Administrator.

18.03 Advice. The Trustees may employ one (1) or more persons to render advice with regard to their responsibilities under the Plan.

18.04 Delegation by Trustees. In addition to the powers stated in Section 18.02, the Trustees may delegate to an individual, committee or organization certain of their fiduciary or other responsibilities under the Plan. Any such individual, committee or organization shall remain a fiduciary until the delegation of fiduciary duty is revoked by the Trustees, which revocation may be without cause and without advance notice. Such individual, committee or organization shall have power and authority with respect to such delegated fiduciary or other responsibilities as the Trustees have under the Plan.

18.05 Fiduciary Insurance. The Trustees may require the purchase of fiduciary liability insurance for any of such fiduciaries to cover liability or losses occurring by reason of the act or omission of a fiduciary.

18.06 Payment of Benefits.

(a) Payments to Minors and Incompetents. Any Participant, Terminated Participant, or Beneficiary receiving or claiming benefits under the Plan shall be conclusively presumed to be mentally competent and of age until the Administrator receives a written notice, in a form and manner acceptable to it, that such person is incompetent or a minor, and that a guardian or other person legally vested with the care of his estate has been appointed. In the event a guardian of the estate of any person receiving or claiming benefits under the Plan shall be appointed by a court of competent jurisdiction, payments shall be made to such guardian and the guardian may take any and all actions with respect to the person's interest under the Plan in accordance with the terms of the appointment, provided that proper proof of appointment is furnished in a form and manner suitable to the Administrator. Any payment so made shall be a complete discharge of liability therefor under the Plan. No person may act as an attorney in fact for an Employee, Participant, Terminated Participant, or Beneficiary (or estate, if applicable) with respect to a matter involving the Plan unless a valid power of attorney document appointing such person and authorizing such action is submitted in a form and manner acceptable to the Administrator. The Administrator shall be entitled to rely upon a power of attorney document which it reasonably determines to be valid, without liability for actions taken by the Administrator at the request of the designated attorney in fact, unless and until the Administrator receives notice that the power of attorney is no longer effective.

(b) Correctness of Actions. The Trustees or Administrator, if in doubt concerning the correctness of their action in making a payment of a benefit, may suspend payment until satisfied as to the correctness of the payment or the person to receive the payment, or may file, in any state court of competent jurisdiction, a suit, in such form as it considers appropriate, for legal

determination of the benefits to be paid and the persons to receive them. The Trustees or Administrator may also bring a suit or take such other action as it deems appropriate in the case of questions involving investment directions. The Trustees and Administrator shall comply with the final order of the court in any such suit, and Participants, Beneficiaries, and the Participating Employers shall be bound thereby insofar as such order affects the benefits payable under this Plan or the method or manner of payment.

18.07 Limitation on Recovery. Participating Employers, Participants, and Beneficiaries (or their estates, if applicable) may not seek recovery against the Trustees, GMA, or any employee or agent of GMA or the Trustees, for any loss sustained by any Participating Employer, Participant, or Beneficiary (or estate, if applicable) due to the nonperformance of their duties, negligence or any other misconduct of the above-named persons. Participants and Beneficiaries (or their estates, if applicable) may not seek recovery against Participating Employers, or any employee or agent of the Participating Employer, due to the non-performance of their duties, negligence, or any other misconduct of the above named persons.

This paragraph shall not, however, excuse fraud or a wrongful taking by any person.

ARTICLE XIX - CLAIMS PROCEDURE

19.01 Claims Procedure: Service Manager. Any Participant may present a claim in writing to the Service Manager for any issue involving the Participant's Account investments or record-keeping. In addition, the Administrator may refer such issues to the Service Manager for review and resolution. The Service Manager shall utilize the protocol agreed to with the Administrator. The Service Manager shall resolve any such claim presented to it. If a Participant is not satisfied with the resolution determined by the Service Manager, the Participant may request in writing a claim review under Section 19.04.

19.02 Claims Procedure: Employer. Any Participant may present a claim in writing to the Participant's Employer for any issue involving eligibility or vesting. In addition, the Administrator may refer such issues to the Employer for review and resolution. The Employer shall resolve any such claim presented to it. If a Participant is not satisfied with the resolution determined by the Employer, the Participant may request in writing a claim review under Section 19.04.

19.03 Claims Procedure: Administrator. The Administrator shall have sole discretion to determine, based upon the Issue(s) raised, if a claim should be resolved by the Service Manager, Employer, or the Administrator pursuant to Sections 19.01, 19.02 or 19.03 respectively. A Participant, Beneficiary, or other person claiming benefits under this Plan ("Claimant") may present a claim in writing to the Administrator for any issue not covered by Section 19.01 or 19.02. The Administrator shall resolve any such claim presented to it in accordance with the procedures specified in Section 19.04(b) - (d). If the Claimant is not satisfied with the resolution determined by the Administrator, the Claimant may appeal the Administrator's decision under Section 19.05.

19.04 Claims Review.

(a) Within thirty (30) days after the Claimant is notified of a decision under Section 19.01 or 19.02, the Claimant may submit a written request for review of the decision by the Administrator. If such request is not filed within thirty (30) days, the decision of the Service Manager or Employer, as applicable, shall be final and binding. The thirty (30) day period may be waived by the Trustees for good cause shown.

(b) The Administrator shall within ninety (90) days provide adequate notice in writing to any Claimant as to its decision on any review. Such notice shall be written in a

manner calculated to be understood by the Participant. If such claim is denied by the Administrator, in whole or in part, such notice shall set forth:

- (1) the specific reasons for such denial,
- (2) specific reference to any pertinent provisions of the Plan on which denial is based,
- (3) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary, and
- (4) an explanation of the appeals procedure for the Plan.

(c) The Administrator shall act as a fiduciary in making a full and fair review of such claim.

(d) The Claimant or a duly authorized representative may review any Plan document which is pertinent to the claim and may submit issues and comments to the Administrator in writing at any time prior to the issuance of the Administrator's decision on review.

19.05 Appeals Procedure.

(a) Within sixty (60) days after receipt by the Claimant of notification of denial under Section 19.03 or 19.04, the Claimant shall have the right to present a written appeal to the Trustees, including submission of any additional written material that is pertinent to the claim. If such appeal is not filed within the sixty (60) day period, the decision of the Administrator shall be final and binding.

(b) A decision by the Trustees shall be made no later than sixty (60) days after their receipt of the appeal. However, if the Trustees decide that a hearing at which the Claimant or a duly authorized representative may be present is necessary and such a hearing is held, such

decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after their receipt of the appeal. Any such decision of the Trustees shall be in writing and shall provide adequate notice to the Claimant setting forth the specific reasons for any denial and written in a manner calculated to be understood by a Participant. Any such decision by the Trustees shall be final and binding.

19.06 Report to Trustees Concerning Claims and Appeals. The Administrator shall present a quarterly summary report to the Trustees concerning any claim or appeal under this Article.

ARTICLE XX - AMENDMENT OF THE PLAN

20.01 Provider and Amendments.

(a) It is the intent of the Trustees that the Master Plan, Adoption Agreement form and Addendum form (collectively referred to for purposes of Section 20.01 as "Plan") shall be and remain qualified for tax purposes under the Code. The Provider shall timely submit the Plan for approval under the Code as necessary, and all expenses incident thereto shall be borne by the GMA Investment Fund.

(b) The Administrator will maintain a record of the Participating Employers, and the Administrator will make reasonable and diligent efforts to ensure that Participating Employers have actually received and are aware of all Plan amendments and that such Participating Employers adopt new documents when necessary. The provisions of this subsection shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

(c) The Trustees or the Provider, as directed by the Trustees, hereby reserves the right to terminate the Plan without consent of the Participating Employers or of Participants (or any beneficiary thereof) and to amend the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) to make desired changes in the design of the Plan. A

true copy of the resolution of the Trustees approving such amendment shall be delivered to the Administrator and the Participating Employers. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Participating Employers, Employees, Participants, Beneficiaries, the Administrator, and all others having any interest under the Plan shall be bound thereby.

(d) On and after February 17, 2005, the Provider shall have the authority to advise and prepare amendments to the Plan, for approval by the Trustees, on behalf of all Participating Employers, including those Participating Employers who have adopted the Plan prior to the January 1, 2017, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Participating Employers. Any amendment prepared by the Provider and approved by the Trustees will be provided by the Administrator to Participating Employers.

(e) Notwithstanding the foregoing paragraphs (c) and (d), effective January 1, 2018, for any Participating Employer as of either:

(1) the date the Internal Revenue Service requires the Participating Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Participating Employer to incorporate a type of Plan not allowable in a pre-approved plan, or

(2) as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments,

such Participating Employer shall execute a resolution to adopt any amendments that are approved by the Trustees after the date under subparagraph (1) or (2) above, as applicable, within the earlier of (i) ninety (90) days after such Trustees' approval, or (ii) if applicable, the remedial amendment period under Code Section 401(b) as applicable to governmental plans. If the Participating Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, the Provider's authority to amend the Plan on behalf of the Participating Employer is conditioned on the Plan receiving a favorable determination letter.

20.02 Amendment of Adoption Agreement and/or Addendum by Participating Employer. The Governing Authority shall have the right at any time to amend, in whole or in part, any or all of its elections under the Adoption Agreement and/or Addendum without the consent of the Participants or any Beneficiaries. Provided, however, that no such amendment shall:

(a) Deprive any Participant or Beneficiary of any of the benefits to which the Participant or Beneficiary is entitled under this Plan with respect to amounts credited prior to the effective date of the amendment; or

(b) Authorize or permit any part of the Trust Fund to be diverted to purposes other than for the exclusive benefit of Participants or their Beneficiaries; or

(c) Become effective until approved by the Trustees. In order to be approved by the Trustees, any amendment must comply with the Master Plan and all applicable state and federal laws, including Code Section 401(a) as applicable to governmental plans. If the Trustees do not approve an amendment, the Trustees and Administrator shall continue to administer the Plan as if such amendment had not been made.

(d) If an amendment limits or otherwise restricts the deferral and distribution rights of the Participants, the amendment shall become effective on the first day of the month following the giving of not less than forty-five (45) days prior notice of the amendment to Participants. If the amendment was made by the Trustees, notice shall be deemed given when the amendment is posted in the office of the Administrator and is sent to each Participating Employer. If the amendment was made by the Participating Employer, notice shall be deemed given when the amendment is posted in the office of the Participating Employer and is sent to the Administrator. No amendments shall deprive any Participant of any of the benefits to which the Participant is entitled under this Plan with respect to amounts credited prior to the effective date of the amendment, and

(e) If the Plan is amended or modified, the Administrator shall nonetheless be responsible for the supervision and the payment of benefits resulting from amounts contributed prior to the amendment or modifications in accordance with this Article.

ARTICLE XXI - TERMINATION

21.01 Plan Termination or Freeze by Participating Employer. A Participating Employer may terminate or freeze its participation in the Plan, including but not limited to, its contribution requirements, if it takes the following actions:

(a) The Governing Authority of the Participating Employer must adopt a resolution terminating its participation or freezing its Employees' rights to participate in the Plan.

(b) The resolution must specify when the Plan will be closed to any additional participation by Eligible Employees, which must be a date at least sixty (60) days after the adoption of the resolution.

(c) The resolution must be submitted to the Trustees.

The Trustees shall determine whether the resolution complies with this section, and all applicable federal and state laws, shall determine an appropriate effective date for the Plan termination or freezing of Employer participation. The Administrator shall provide appropriate forms to the Participating Employer to terminate or freeze ongoing participation. Distributions under the Plan of existing accounts to the Participants and Beneficiaries affected by the termination, or to Participants affected by the freeze are subject to Article XI. However, if the Participating Employer requests a plan-to-plan transfer of Plan assets with respect to the Participating Employer's Employees who are Participants, the Trustees may in their discretion make the transfer.

21.02 Discontinuance of Contributions. At the discretion of the Trustees, a Participating Employer who fails to make contributions for a period of one (1) year or who fails to make timely contributions over a period of two (2) years shall be considered to have frozen participation.

21.03 Effect of Termination or Freeze by Participating Employer. In the case of the complete or partial termination or freezing of the Plan as to one (1) or more Participating Employers, including a freeze arising from the discontinuance and/or delinquency of contributions, the affected portion of the Trust Fund shall continue to be held pursuant to the direction of the Trustees, for the benefit of affected Participants pursuant to Article XI. The Plan shall remain in full effect with respect to each Participating Employer that does not terminate its participation in the Plan on behalf of its Employees or whose participation is not terminated by the Trustees. In the case of a complete termination of the Plan as to one (1) or more Participating Employers, the Trustees must distribute all assets of the Trust Fund as to such Participating Employer to Participants and Beneficiaries as soon as administratively practicable after the

termination of the Plan, pursuant to benefit options under Article XI. In the case of the establishment of a successor plan, such assets may be transferred to the trust of a successor plan.

21.04 Termination of the Entire Plan. This Plan in its entirety may be terminated at any time by official action of the Trustees, with notice to all Participating Employers and Participants. The last date for contributions and earnings to be credited to Participant Accounts must be specified in the Trustees' official action and must be no sooner than ninety (90) days after the adoption of the official action. In the event of a complete Plan termination, the Trustees must distribute all assets of the Trust Fund to the Participants and Beneficiaries as soon as administratively practicable after the termination of the Plan, pursuant to benefit options under Article XI. In the case of the establishment of a successor plan, such assets may be transferred to the trust of a successor plan.

ARTICLE XXII - NONASSIGNABILITY

22.01 Nonassignment. No Participant, Beneficiary or designee may commute, sell, assign, transfer, or otherwise convey the right to receive any payment under the Plan.

22.02 Rights. The rights of Participants and Beneficiaries under this Plan shall not be subject to the rights of their creditors, and shall be exempt from execution, attachment, prior assignment or any other judicial relief or order for the benefit of creditors or other third person, except to the extent a benefit distributable under Article XI is subject to a federal tax levy and except as provided in Article XXIII concerning Plan-Approved Domestic Relations Orders.

ARTICLE XXIII - DOMESTIC RELATIONS ORDERS

23.01 General Provisions. Domestic relations orders which satisfy the requirements of Code Section 414(p)(A)(i) and 414(p)(1)(B), this Article, and the procedures established by the Administrator or Service Manager for such orders shall be considered Plan-Approved Domestic Relations Orders ("PADROs") and shall be honored by the Plan. The Plan shall not honor any

domestic relations orders issued by a court before January 26, 2004. The Administrator or Service Manager is authorized to establish and amend procedures for the determination of PADROs consistent with the above-referenced Code provisions and this Article.

23.02 Investment. During the period that the issue of whether an order satisfies the applicable requirements of the Code and the procedures established by the Administrator or Service Manager is under consideration, the investment direction of the Participant with respect to the Participant's Accounts shall remain in effect, subject to a determination by the Administrator or Service Manager that such investment direction would be contrary to a final court order. After a determination has been made that a domestic relations order satisfies the applicable requirements of the Code and the procedures established by the Administrator or Service Manager and a separate Plan Account has been established for the alternate payee, the alternate payee shall direct the investment of his or her Plan Account. The Administrator or Service Manager shall direct the investment of an alternate payee's Account to a default investment pursuant to Section 9.02 when there is no valid investment direction on file. The alternate payee's Account shall be assessed administrative fees in the same amount and in the same manner as a Participant's Account. The Service Manager may assess an additional administrative fee to process PADROs.

23.03 Distributions to Alternate Payees. Distributions of benefits to the alternate payee shall commence as soon as administratively practicable after (i) a determination is made that the order satisfies the applicable requirements of the Code and the procedures established by the Administrator or Service Manager, and (ii) receipt by the Administrator or Service Manager of the Applicable Forms for the election of benefits. In the event of an alternate payee's death,

any remaining benefits shall be payable solely to the alternate payee's estate, via the duly appointed and then-currently serving executor of the alternate payee's estate.

ARTICLE XXIV - MISCELLANEOUS

24.01 Federal Taxes. The Trustees, the Employers, and the Administrator do not guarantee that any particular Federal or State income, payroll or other tax consequence will occur because of participation in this Plan.

24.02 Contract. This Plan (i.e. the Master Plan document, along with the provisions set forth in the Adoption Agreement and any Addendum of any Participating Employer), including any properly adopted or executed amendments thereof, shall constitute entirety of the Participating Employer's Plan. No oral statement regarding the Plan may be relied upon by any Participant or other person. No document outside of the Plan shall be construed as creating an agreement or contract between the Participating Employer and any Participant regarding the Plan.

24.03 Conflicts. In resolving any conflict between provisions of the Plan and in resolving any other uncertainty as to the meaning or intention of any provision of the Plan, the interpretation that (i) causes the Plan to constitute a qualified governmental plan under the provisions of Code Sections 401 and 414(d) and the Trust to be exempt from tax under Code Sections 115 and 501, (ii) causes the Plan to comply with all applicable requirements of the Code, and (iii) causes the Plan to comply with all applicable Georgia statutes and rules, shall prevail over any different interpretation.

24.04 Limitation on Rights. Neither the establishment or maintenance of the Plan, nor any amendment thereof nor any act or omission under the Plan (or resulting from the operation of the Plan) shall be construed:

(a) as conferring upon any Participant, Beneficiary (or their estates, if applicable) or any other person a right or claim against the Trust, Trustees, Participating Employers, Administrator, GMA or GMA's employees or agents, except to the extent that such right or claim shall be specifically expressed and provided in the Plan;

(b) as creating any responsibility or liability of the Participating Employers for the validity or effect of the Plan;

(c) as a contract between the Participating Employers and any Participant or other person (or estate, if applicable);

(d) as being consideration for, or an inducement or condition of, employment of any Participant or other person, or as affecting or restricting in any manner or to any extent whatsoever the rights or obligations of the Participating Employers or any Participant or other person to continue or terminate the employment relationship at any time; or

(e) as giving any Participant the right to be retained in the service of the Participating Employers or to interfere with the right of the Participating Employers to discharge any Participant or other person at any time.

24.05 USERRA Compliance. Notwithstanding any provisions of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") [as codified at Chapter 43, Title 38, of the United States Code]; Code Section 414(u); and Code Section 401(a)(37), as amended from time to time.

For purposes of this section, "qualified military service" means any service in the uniformed services as defined in USERRA by any individual if such individual is entitled to reemployment rights under USERRA with respect to such service.

A Participant, whose employment is interrupted by qualified military service or who is on a leave of absence for qualified military service who timely resumes employment with the Participating Employer in accordance with USERRA, may elect to make-up deferral contributions to a Code Section 457(b) Plan in accordance with Code Section 414(u) reduced by deferral contributions under Code Section 457(b), if any, actually made for the Participant during the period of such interruption or leave. Except to the extent otherwise provided under Code Section 414(u), this right applies for five (5) years following such resumption of employment (or, if shorter, for a period equal to three (3) times the period of the interruption or leave). Such contribution by the Participant may only be made during such period and while the Participant is employed by the Participating Employer.

If such Participant elects to make such make-up contributions, then the Participating Employer shall make-up the related Employer Contributions which would have been required had such contributions actually been made during the period of qualified military service. The make-up contributions by the Participating Employer shall be made as soon as practicable after the Participant makes such make-up contributions.

If the Participant timely resumes employment in accordance with USERRA after a qualified military leave, the Participating Employer shall make any other Employer Contribution that would have been made if the Participant had remained employed during the Participant's qualified military service. Such contributions must be made no later than ninety (90) days after the date of such reemployment or when contributions are normally due for the year in which the qualified military service was performed, if later.

In determining the amount of Employer Contribution, a Participant shall be treated as receiving compensation from the Participating Employer during such period of qualified military

service equal to (i) the compensation the Participant would have received during such period if the Participant were not in qualified military service, determined based on the rate of pay the Participant would have received from the Participating Employer but for the absence during the period of qualified military service, or (ii) if the compensation the Participant would have received during such period is not reasonably certain, the Participant's average compensation from the Participating Employer during the twelve (12) month period immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service).

Effective January 1, 2007, to the extent provided under Code Section 401(a)(37), in the case of a Participant whose employment is interrupted by qualified military service and who dies while performing qualified military service, the survivor of such Participant shall be entitled to any additional benefit (other than benefit accruals) provided under the Plan as if the Participant timely resumed employment in accordance with USERRA and then, on the next day, terminated employment on account of death.

Effective January 1, 2009, a Participant receiving a differential wage payment within the meaning of Code Section 414(u)(12)(D) from the Employer, shall be treated as a Participant and the differential wage payment shall be treated as Compensation for purposes of Section 1.08 of the Plan and for purposes of Article V of the Plan. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

24.06 Procedure when Distributee Cannot be Located. The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Beneficiary (or an estate, if applicable) entitled to benefits under the Plan. For this purpose, a reasonable attempt means the Administrator has taken the following steps: (a) searched plan and

related plan, sponsor, and publicly-available records or directories for alternative contact information, (b) used a commercial locator service, credit reporting agency, or proprietary internet search tool for locating individuals, as determined by the Administrator, and (c) attempted contact via United States Postal Service ("USPS") certified mail to the last known mailing address shown on the Employer's or the Administrator's records and through appropriate means for any address or contact information (including email addresses and telephone numbers). If the Administrator is unable to locate such a person entitled to benefits hereunder, the payee has not responded within six (6) months, or if there has been no claim made for such benefits, the Trust Fund shall continue to hold the benefits due such person. In the event of a Plan termination under Article 21, the benefits due to such person shall be paid in a direct rollover to an individual retirement plan designated by the Administrator.

24.07 Erroneous Payments. If the Trustees make any payment that according to the terms of the Plan and the benefits provided hereunder should not have been made, the Trustees may recover that incorrect payment, by whatever means necessary, whether or not it was made due to the error of the Trustees, from the person to whom it was made or from any other appropriate party. For example, if any such incorrect payment is made directly to a Participant, the Trustees may deduct it when making any future payments directly to that Participant.

24.08 Mistaken Contributions. If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Participating Employer.

24.09 Release. Any payment to any Participant shall, to the extent thereof, be in full satisfaction of the claim of such Participant being paid thereby and the Administrator may condition payment thereof on the delivery by the Participant of the duly executed receipt and release in such form as may be determined by the Administrator.

24.10 Liability. The Administrator and its employees and agents shall not incur any liability in acting upon any notice, request, signed letter, telegram or other paper or document or electronic transmission believed by the Administrator to be genuine or to be executed or sent by an authorized person.

24.11 Governing Laws. The law of the State of Georgia, except to the extent pre-empted by federal law, shall apply in determining the construction and validity of this Plan.

24.12 Necessary Parties to Disputes. Necessary parties to any accounting, litigation or other proceedings relating to the Plan shall include only the Trustees and the Administrator. However, the Service Manager is a necessary party for with respect to duties that have been delegated to the Service Manager. The settlement or judgment in any such case in which the Trustees are duly served shall be binding upon the Participating Employer and all affected Employees, Participants, their Beneficiaries, estates and upon all persons claiming by, through or under them.

24.13 Severability. If any provision of the Plan shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Plan shall continue to be fully effective.

24.14 Supersession. The terms of the Plan shall supersede any previous Agreement between the parties pertaining to the Plan.

24.15 Counterparts. This Plan may be executed in one (1) or more counterparts, each of which shall constitute an original.

24.16 General Provision. Trustees may adopt procedures for persons to act on behalf of incompetent Participants and Beneficiaries.

IN WITNESS WHEREOF the Board of Trustees has caused to be affixed the signature of its duly authorized Representatives:

Date

Larry Hanson, Secretary-Treasurer

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TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Plan Description: Non-Standardized Pre-Approved Money Purchase Pension Plan
FFN: 317E0630001-000 Case: 201900681 EIN: 58-0907810
Letter Serial No: Q702380a
Date of Submission: 12/31/2018

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

Contact Person:
Janell Hayes
Telephone Number:
513-975-6319
In Reference To: TEGE:EP:7521
Date: 06/30/2020

Dear Applicant:

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

We considered the changes in qualification requirements in the 2017 Cumulative List of Notice 2017-37, 2017-29 Internal Revenue Bulletin (IRB) 89. Our opinion relates only to the acceptability of the form of the plan under the IRC. We did not consider the effect of other federal or local statutes.

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

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

Our opinion on the acceptability of the plan's form is a determination as to the qualification of the plan as adopted by a particular employer only under the circumstances, and to the extent, described in Revenue Procedure (Rev. Proc.) 2017-41, 2017-29 I.R.B. 92. The employer who adopts this plan can generally rely on this letter to the extent described in Rev. Proc. 2017-41. Thus, Employee Plans Determinations, except as provided in Section 12 of Rev. Proc. 2020-4, 2020-01 I.R.B. 148 (as updated annually), will not issue a determination letter to an employer who adopts this plan. Review Rev. Proc. 2020-4 to determine the eligibility of an adopting employer, and the items needed, to submit a determination letter application. The employer must also follow the terms of the plan in operation.

Except as provided below, our opinion doesn't apply to the requirements of IRC Sections 401(a)(4), 401(l), 410(b), and 414(s). Our opinion doesn't apply to IRC Sections 415 and 416 if an employer maintains or ever maintained another qualified plan for one or more employees covered by this plan. For this purpose, we will not consider the employer to have maintained another defined contribution plan provided both of the following are true:

- . The employer terminated the other plan before the effective date of this plan
- . No annual additions have been credited to any participant's account under the other plan as of any date within the limitation year of this plan

Also, for this purpose, we'll consider an employer as maintaining another defined contribution plan, if the employer maintains any of the following:

- . A welfare benefit fund defined in IRC Section 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees as defined in IRC Section 419A(d)

- . An individual medical account as defined in IRC Section 415(l)(2), which is part of a pension or annuity plan maintained by the employer
- . A simplified employee pension plan

Our opinion doesn't apply to Treasury Regulations Section 1.401(a)-1(b)(2) requirements for a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

Our opinion doesn't constitute a determination that the plan is an IRC Section 414(d) governmental plan. This letter is not a ruling with respect to the tax treatment to be given contributions which are picked up by the governmental employing unit within the meaning of IRC Section 414(h)(2).

Our opinion doesn't constitute a determination that the plan is an IRC Section 414(e) church plan.

Our opinion may not be relied on by a non-electing church plan for rules governing pre-ERISA participation and coverage.

Our opinion applies to the requirements of IRC Section 410(b) if 100 percent of all non-excludable employees benefit under the plan.

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

If this plan includes a cash or deferred arrangement (CODA) or otherwise provides for contributions subject to IRC Sections 401(k) and/or 401(m), the employer may rely on the opinion letter regarding the form of the non-discrimination tests of IRC Sections 401(k)(3) and 401(m)(2), if the employer uses a safe harbor compensation definition. For plans described in IRC Sections 401(k)(12) or (13) and/or 401(m)(11) or (12), employers may rely on the opinion letter regarding whether the plan's form satisfies the requirements of those sections unless the plan provides for the safe harbor contribution to be made under another plan. For SIMPLE plans described in IRC Sections 401(k)(11) and 401(m)(10), employers may also rely on the opinion letter regarding whether the plan's form satisfies the requirements of those sections.

The provisions of this plan override any conflicting provision contained in the trust or custodial account documents used with the plan, and an adopting employer may not rely on this letter to the extent that provisions of a trust or custodial account that are a separate portion of the plan override or conflict with the provisions of the plan document. This opinion letter does not cover any provisions in trust or custodial account documents.

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

- . the plan is being used to amend or restate a plan of the employer which was not previously qualified
- . the employer's adoption of the plan precedes the issuance of the letter
- . the employer doesn't correctly complete the adoption agreement or other elective provisions in the plan
- . the plan is not identical to the pre-approved plan (that is, the employer has made amendments that cause the plan not to be considered identical to the pre-approved plan, as described in Section 8.03 of Rev. Proc. 2017-41)

Our opinion doesn't apply to what is contained in any documents referenced outside the plan or adoption agreement, if applicable, such as a collective bargaining agreement.

Our opinion doesn't consider issues under Title I of the Employee Retirement Income Security Act (ERISA) which are administered by the Department of Labor.

If you, the pre-approved plan provider, have questions about the status of this case, you can call the telephone number at the top of the first page of this letter. This number is only for the provider's use.

GEORGIA MUNICIPAL ASSOCIATION INC

FFN: 317E0630001-000

Page: 3

Individual participants or adopting eligible employers with questions about the plan should contact you.

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

If you write to us about this plan, provide your telephone number and the best time to call if we need more information. Whether you call or write, refer to the letter serial number and file folder number at the top of the first page of this letter.

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

Keep this letter for your records.

Sincerely Yours,

Khin M. Chow

Khin M. Chow
Director, EP Rulings & Agreements

**Letter 6186 (June-2020)
Catalog Number 72434C**

**SUMMARY OF CHANGES
TO THE RESTATED
GEORGIA MUNICIPAL ASSOCIATION
401(a) DEFINED CONTRIBUTION PLAN**

I. GENERAL OVERVIEW

On June 30, 2020, the IRS issued a favorable advisory letter for the Pre-Approved Georgia Municipal Association 401(a) Defined Contribution Plan ("401(a) DC Plan"). The 401(a) DC Plan, as approved, is intended to comply with Internal Revenue Code Section 401(a), additional changes in federal law and guidance from the Internal Revenue Service Notice 2017-37 (the 2017 Cumulative List). As a result of these changes, each Employer is required to adopt an updated GMA 401(a) DC Plan Adoption Agreement and Addendum, if applicable.

II. SUMMARY OF CHANGES TO THE MASTER PLAN DOCUMENT

The following summarizes the changes in the restated 401(a) DC Master Plan document:

- ❖ Incorporates previous amendments to the Master Plan document.
- ❖ Provides that upon a transfer of assets to the GMA DC Plan, the Trustees will invest the participant's account in an investment fund(s) which are must similar to the fund(s) in which the participant's account was invested under the prior plan until the participant makes a valid change of investment direction for the assets.
- ❖ Clarifies that payment options under the plan are in the form of lump sums unless otherwise permitted by the Administrator.
- ❖ Provides that if a participant dies without a valid beneficiary designation on file for the DC Plan and he or she is a participant in the GMA Deferred Compensation Plan (457(b) Plan), the participant's beneficiary for purposes of the DC Plan will be the beneficiary who was most recently designated under the 457(b) Plan. If the participant dies without a valid beneficiary designation on file for either the DC Plan or the 457(b) Plan, the benefit payment will be made to the participant's surviving spouse, and if there is no surviving spouse to the participant's estate in a lump sum.
- ❖ Adds the option for employers to freeze participation in the DC Plan. Previously, the only option was to terminate the DC Plan.

III. SUMMARY OF CHANGES TO THE ADOPTION AGREEMENT

The following summarizes the changes in the restated 401(a) DC Adoption Agreement:

- ❖ Specifies that the minimum hour requirement, if applicable, only applies to common law employees of the employer and does not apply to elected or appointed officials.

- ❖ Eliminates the payroll period section to provide flexibility to employers who modify payroll periods.
- ❖ Eliminates separate vesting sections for matching and non-matching employer contributions. One vesting section now applies to all types of employer contributions.
- ❖ Removes references to the GMEBS Defined Benefit Plan.

As has been the case in the past, all amendments were approved by the Board of Trustees of the GMA DCDC Program prior to implementation.

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Paulette Chavers
Venus Mack
John C. Riggs
Shari Barr



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

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

To: Mr. Charles Penny, City Manager

From: Cindy S. West, Finance Director

Date: November 29, 2021

RE: The Low-Income Household Water Assistance Program (LIHWAP)

Background: Consideration to enter into an intergovernmental agreement between the City of Statesboro and the Georgia Department of Human Services, Division of Family and Children Services relating to the Low-Income Household Water Assistance Program (LIHWAP). This agreement is for the provision of federal funds to be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic with public health focus of ensuring that eligible low-income households have access to drinking water and wastewater services.

Recommendation: Staff recommends approval of the IGA

Budget Impact: N/A

Council Person and District: All

Attachments: Proposed IGA



AGREEMENT
BETWEEN
THE GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY
AND CHILDREN SERVICES
AND

[Name of Home Water Supplier]

FOR

THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

This Agreement (“Agreement”) is made and entered into by and between the Georgia Department of Human Services, Division of Family and Children Services (“DHS-DFCS”) and *[Name of Home Water Supplier]* (“Home Water Supplier”), each individually a “Party” and collectively referred to as the “Parties” and shall be effective upon the date of last signature by the authorized representatives of the Parties (“Effective Date”).

WHEREAS, DHS is the State agency that administers and sets parameters for a statewide system of programs and services that provide public assistance to the disadvantaged, disabled and elderly residents of the State of Georgia (the “State”) through a network of other agencies and organizations, pursuant to O.C.G.A. § 49-2-1 et seq.;

WHEREAS, Home Water Supplier refers to any private or public entity in the business of supplying water for human consumption and/or wastewater related services to customers through public water systems, such as pipelines.

WHEREAS, DHS and Home Water Supplier are empowered to enter into this Agreement pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement.

WHEREAS, DHS and Home Water Supplier enter this Agreement for the provision of federal funds to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to assist low-income households with water and wastewater reconnection and ongoing services for households eligible for the Low-Income Household Water Assistance Program (“LIHWAP”). The term “arrearage” includes any past due balance on an account.

WHEREAS, DHS operates LIHWAP in accordance with Term Eleven in the Supplemental Terms and Conditions, incorporated in this Agreement as **Attachment A**, as set forth by the United States Department of Health and Human Services' Administration for Children and Families, Office of Community Services. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic with the public health focus of ensuring that eligible low-income households have access to drinking water and wastewater services.

WHEREAS, DHS and Home Water Supplier acknowledge that the services provided under this Agreement are governed by and subject to the federal and state laws and regulations in accordance with LIHWAP and its Supplemental Terms and Conditions (**Attachment A**).

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PARTIES' JOINT RESPONSIBILITIES

The Parties agree to:

1.1. Maintain regular communication with each other, in all matters, as needed throughout the duration of the Agreement.

1.2. Work in partnership with each other and with each Party's authorized representatives and contractors in the provision of the services and such other goals as may be mutually agreed upon by the Parties.

1.3. Provide information and documentation as reasonably necessary to meet the obligations of this Agreement.

1.4. Cooperate in good faith with any audit or financial reviews conducted by the other Party or any other authorized entity regarding this Agreement. This includes maintaining and providing information descriptive of the services required under this Agreement necessary for the other Party to meet any reporting requirements imposed by State or federal law.

2. HOME WATER SUPPLIER RESPONSIBILITIES

Home Water Supplier agrees to:

General:

2.1. Provide DHS-DFCS a copy of the Employer Identification Number document, which was issued to the Home Water Supplier and which displays the number used by the IRS as the Home Water Supplier's tax identification number.

2.2. Provide DHS-DFCS with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.

2.3. Notify DHS-DFCS immediately when the tax identification number is changed. A new W-9 form will be completed and returned to DHS-DFCS.

2.4. Notify DHS-DFCS within 10 days when the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes.

2.5. For privately owned Water Companies: Notify DHS-DFCS if the Home Water Supplier owner or an employee of the Home Water Supplier is also employed by DHS-DFCS or a member of his/her immediate family is employed by the DHS-DFCS. ("Immediate family" means either a spouse or any other person who resides in the same household as the owner/employee and who is a dependent of the owner.)

2.6. For the purpose of monitoring compliance with this Agreement and LIHWAP program compliance, the Home Water Supplier agrees to allow representatives of the Community Action Agency and DHS-DFCS access to all account information for the LIHWAP recipients.

2.7. The provisions found at Section 5 of this Agreement are hereby incorporated.

Financial Information/Billing:

2.8. Provide drinking water and/or wastewater services to each eligible and approved residential household, for which payment is provided under this Agreement.

2.9. Charge LIHWAP households using the Home Water Supplier's normal billing process.

2.10. Apply LIHWAP funds for currently open/active accounts, only, as follows:

2.10.1. Do not apply LIHWAP funds to any closed/inactive accounts.

2.10.2. If there is an arrearage on an open/active account, apply all LIHWAP funds to the arrearage on the account first. All remaining payment shall be applied to the customer's current account balance, which may result in a credit on the account. If the water services have been disconnected, the Home Water Supplier agrees to restore water services within 10 business days upon the receipt of the payment from LIHWAP.

2.10.3. If there are no arrears on an open/active account, apply all LIHWAP funds to the customer's current account balance, which may result in a credit on the account.

2.10.4. Charge all LIHWAP households the same rate for home drinking water and/or wastewater services that the Home Water Supplier bills to non-LIHWAP households.

2.10.5. Do not apply LIHWAP payments to account balances that have previously been written off.

2.10.6. Do not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.

2.10.7. Post all payments to customer accounts within 5 business days of receiving the payment.

2.10.8. Clearly notate and distinguish on all LIHWAP household accounts, the LIHWAP funds that are applied to the account.

2.10.9. After LIHWAP funds are applied to an account, include on the customer's next billing statement information concerning all LIHWAP funds applied to the account.

2.11. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to DHS-DFCS.

2.12. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.

2.13. Cooperate with any Federal, State, or local investigation, audit, or program review. Allow DHS-DFCS representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.

2.14. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

2.15. Take corrective action in the timeframe specified by the DHS-DFCS if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Home Water Supplier into compliance.

2.16. Understand that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

Data Collection:

2.17. DHS-DFCS requires the Home Water Supplier to maintain data regarding performance measures, which includes but may not be limited to:

2.17.1. Written information to DHS-DFCS on an eligible household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods even when it may be from a prior occupant household. If the eligible household has been a customer for less than 12 months, the Home Energy Supplier will provide LIHEAP with the requested data and include the number of months that the data supports.

2.17.2. The itemized amount, cost, and type of water assistance and services provided for eligible households approved for assistance under this award.

2.17.3. The type of water assistance used by the eligible household, i.e., drinking

water, wastewater etc.

2.17.4. The impact of the LIHWAP benefit on the LIHWAP household (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).

2.18. The performance measures data must be provided at no cost to DHS-DFCS nor the account holder and provided to DHS-DFCS within a timeframe specified by DHS-DFCS. Additionally, the performance measures data must be provided in the format requested by DHS-DFCS (or an authorized agent for the DHS-DFCS) for the purposes of verification, research, evaluation, analysis, and reporting. Prior to requesting performance measures data, DHS-DFCS will obtain authorization for release of information from the LIHWAP applicant.

3. DHS-DFCS RESPONSIBILITIES

DHS-DFCS agrees to:

3.1. DHS-DFCS will evaluate the relationship to determine if there is a conflict of interest that will preclude the Home Water Supplier from providing LIHWAP services to a designated locality(s). (Conflict of Interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.)

3.2. Not serve as the Home Water Supplier for a household in which s/he is a current recipient of assistance from the LIHWAP. (For these purposes, current will be defined as during the present federal fiscal year. Applies to privately owned Water Companies).

3.3. Not serve as the Home Water Supplier for a dwelling/property that s/he owns. (Applies to privately owned Water Companies).

4. TERM

4.1. This Agreement shall begin on the Effective Date and shall continue until September 30, 2022 ("Initial Term"), unless terminated earlier pursuant to **Section 7, Termination**; provided, however, that termination or expiration of this Agreement shall not affect any obligations, representations, or warranties, which by their nature survive termination or expiration. Thereafter, this Agreement may be renewed by the Parties for an additional term, which shall begin on October 1 and end at midnight on September 30, of the following year ("Renewal Option") as follows:

Initial Term: Effective Date – September 30, 2022

Renewal Option: October 1, 2022 – September 30, 2023

4.2. The terms and conditions in effect at the time of the renewal shall apply to each renewal term. DHS-DFCS shall send Home Water Supplier written notice memorializing the Parties' intent to exercise a renewal option under this Agreement. Renewal is not automatic.

5. PAYMENT

5.1. All funds for payment made pursuant to this Agreement will be paid directly to the Home Water Supplier by a DHS-DFCS contracted Community Action Agency, as outlined in this Agreement. “Responsibilities of the Community Action Agency” are detailed in **Attachment B** of this Agreement.

5.2. If a Community Action Agency notifies the Home Water Supplier that a payment is a duplicate or was sent in error, the refund check must be made payable to the Community Action Agency within 10 business days of notification. The Home Water Supplier shall refund only the portion of the payment that was a duplicate or the portion of the payment that was sent in error. Do not return the entire check.

5.3. If the Home Water Supplier receives notification that a LIHWAP payment has not posted to the correct account, the Home Water Supplier must credit the LIHWAP payment to the correct account within 5 business days.

6. RELATIONSHIP OF THE PARTIES

6.1. Neither Party is an agent, employee, assignee or servant of the other. It is expressly agreed that this Agreement is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or other relationship for any purpose whatsoever. Furthermore, neither Party is authorized to or has the power to obligate or bind the other by contract, agreement, warranty, representation or otherwise in any manner whatsoever.

7. TERMINATION

7.1. This Agreement may be cancelled or terminated, in whole or in part:

7.1.1. For convenience of either Party upon delivery of thirty (30) calendar days’ written notice of intent to do so, signed by a duly authorized representative of either Party;

7.1.2. By operation of law or act of the General Assembly, so as to render the fulfillment of the Agreement infeasible; and

7.1.3. In the event sufficient appropriated, otherwise obligated funds no longer exist for the payment of a Party’s obligations hereunder.

7.2. In the event of termination of this Agreement for any reason, the Parties shall remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this Agreement. If the Parties fail to agree in whole or in parts as to the amounts with respect to monies to be paid in connection with the total or partial termination, **Section 13, *Dispute Resolution***, shall govern.

8. DEFAULT

8.1. If there is an event of default, the non-defaulting Party shall provide written notice thereof requesting that the breach or noncompliance be remedied within the time period specified in the notice. If the breach or noncompliance is not remedied by such date, the non-defaulting Party may immediately terminate this Agreement, in whole or in part, without additional written notice.

9. LIMITATION OF LIABILITY

9.1. No civil action may be brought under this Agreement by one Party against the other Party.

9.2. DHS-DFCS shall not be held liable for claims arising solely from the acts, omissions or negligence of Home Water Supplier. Home Water Supplier shall not be held liable for claims arising solely from the acts, omissions or negligence of DHS-DFCS.

10. CONFIDENTIALITY AND PERSONAL HEALTH INFORMATION

10.1. All Parties herein shall abide by all state and federal laws, rules and regulations, and DHS policy on respecting confidentiality of an individual's records. The Parties herein further agree not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/client/customer, or responsible parent or guardian.

10.2. Pursuant to 45 C.F.R § 160.103, the Parties agree that DHS-DFCS is a "covered entity" as defined by the federal Standards for Privacy of Individually Identifiable Health Information. DHS-DFCS from time to time may disclose "protected health information" ("PHI") to carry out the functions of this Agreement. These disclosures relate to PHI created or acquired by DHS-DFCS in connection with programs it administers.

10.3. PHI disclosed pursuant to this Agreement is confidential information and will be subject to appropriate safeguards while in DHS-DFCS possession. PHI will not be re-disclosed by DHS-DFCS or its employees without the written consent of the individual to whom the PHI relates or that individual's authorized representative, except as may be required by compulsory legal process. PHI will be retained by DHS-DFCS as required by law and, as appropriate, will be destroyed only in accordance with approved records retention schedules.

10.4. DHS-DFCS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereinafter referred to as 'HIPAA'), to obtain satisfactory assurances that its Business Associates will provide appropriate safeguards to ensure the security, confidentiality and integrity of PHI that a Business Associate may receive or create on behalf of DHS-DFCS pursuant to this Agreement, and to document those assurances by entering into a Business Associate Agreement with certain entities that provide activities and/or services involving the use of PHI.

10.5. The Home Water Supplier who utilizes, accesses, or stores personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify DHS-DFCS of any breach or suspected breach in the security of such information. The Home Water Supplier shall allow DHS-DFCS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

11. NOTICE

11.1. All notices, requests, or other communications (excluding invoices) under this Agreement shall be in writing and either transmitted via overnight courier, electronic mail, hand deliver or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

DHS-DFCS:

Project Leader

Cynthia Bryant, MPH
LIHEAP/CSBG/LIHWAP Unit Manager
2 Peachtree Street
Suite 21-253
Atlanta, GA 30303
(404) 463-1679
Cynthia.Bryant@dhs.ga.gov

Contracts Administrator

Contracts Manager
Office of Procurement, Contracts and Vendor Management
2 Peachtree Street, NW
Suite 27-214
Atlanta, Georgia 30303
(404) 656-4861
(770) 359-3276 (fax)

Home Water Supplier

Refer to Attachment C for the Home Water Supplier's contact information.

11.2. In the event a Party decides to identify a new or additional point-of-contact, said Party shall send written notification to the other Party identifying, the name, title, and address of the new point-of-contact. Identification of a new point-of-contact is not considered an amendment to this Agreement.

12. AMENDMENTS IN WRITING

12.1. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no amendment, modification or alteration of this Agreement will be valid or effective unless such modification is made in writing and signed by both Parties and affixed to this Agreement as an amendment. Except for the specific provisions of the Agreement which are amended, the Agreement remains in full force and effect after such amendment.

13. COMPLIANCE WITH APPLICABLE LAWS

13.1. The Parties agree to comply and abide by all federal and state laws, rules, statutes, case law, precedent, policies, or procedures that may govern the Agreement, or any of the Parties' responsibilities. To the extent that applicable federal and state laws, rules, regulations, statutes, case law, precedent, policies, or procedures - either those in effect at the time of the execution of this Agreement, or those which become effective or are amended during the life of the Agreement - require a Party to take action or inaction, any costs, expenses, or fees associated with that action or inaction shall be borne and paid by said Party.

14. ASSIGNMENT

14.1. No Party may assign this Agreement, in whole or in part, without prior written consent of the other Party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect. If requested by DHS-DFCS, the Home Water Supplier shall furnish DHS-DFCS the names, qualifications, and experience of their proposed subcontractors. The Home Water Supplier shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.

15. DISPUTE RESOLUTION

15.1. The Parties shall cooperate with each other in good faith and agree to amicably settle any differences expediently through negotiations. Outstanding issues shall be resolved between departmental unit management as appropriate. If no resolution can be reached at the appropriate unit level, the issue will be escalated to upper/ senior management for resolution. If no resolution can be reached at the upper/senior management level, the issue will be escalated to the commissioner level for resolution.

16. MISCELLANEOUS PROVISIONS

16.1. Audits. The Parties may audit the performance of this Agreement following reasonable notice to the other. The Parties agree to cooperate with such audit and to furnish any and all records and information reasonable requested by the other.

16.2. Boycott of Israel. Home Water Supplier certifies that Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

16.3. Governing Law. This Contract and the rights and obligations of the Parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

16.4. Legislation. Each Party shall promptly notify the other Party of proposed legislation which may affect the subject matter of this Agreement.

16.5. Parties Bound. This Agreement is binding upon all employees, agents and third-party vendors of Home Water Supplier and DHS-DFCS and will bind the respective heirs, executors, administrators, legal representatives, successors and assigns of each Party.

17. WAIVER AND SEVERABILITY

17.1. No failure or delay in exercising or enforcing any right or remedy hereunder by a Party shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed to be omitted, and the balance of the Agreement shall remain enforceable.

18. COUNTERPARTS/ELECTRONIC SIGNATURES

18.1. This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Any signature below that is transmitted by facsimile or other electronic means shall be binding and effective as the original.

19. ENTIRE AGREEMENT

19.1. This Agreement together with attachments or exhibits, which are incorporated by reference, constitutes the complete agreement and understanding between the Parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

20. NONDISCRIMINATION

20.1. The Home Water Supplier shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state law relating to discrimination. Additionally, the Home Water Supplier shall not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.

21. FRAUD

21.1. The Home Water Supplier will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to DHS-DFCS or knowingly allowing others to do so; intentional failure to notify the DHS-DFCS of a change in circumstances that affects payments received by the Home Water Supplier; intentionally accepting payments that the Home Water Supplier knows, or by reasonable diligence would know, the Home Water Supplier is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Home Water Supplier is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.

21.2. For overpayments received by the Home Water Supplier that are not the result of intent to defraud, the Home Water Supplier shall be required to repay the full amount to the Community Action Agency.

(SIGNATURES ON FOLLOWING PAGE)

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and the undersigned duly authorized officers or agents of each Party have hereunto affixed their signatures on the day and year indicated below.

GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY AND CHILDREN SERVICES

Chris Hempfling, Deputy Division Director &
General Counsel, DFCS

Date

[Name of Home Water Supplier]

[Name of signatory], [Title]

Date



ADMINISTRATION FOR
CHILDREN & FAMILIES

330 C Street, S.W., Washington, DC 20201 | www.acf.hhs.gov

SUPPLEMENTAL TERMS and CONDITIONS

The **General Terms and Conditions** apply to all mandatory grant programs. These Supplemental Terms and Conditions are additional requirements applicable to the program named below.

By acceptance of awards for this program, the grantee agrees to comply with the requirements included in both the General and Supplemental Terms and Conditions for this program.

Office of Community Services (OCS)

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260)

APPLICABLE LEGISLATION, STATUTE, REGULATIONS

1. The administration of this program is authorized under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, OCS has closely modeled the Low Income Household Water Assistance Program's (LIHWAP) terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is located under [45 CFR Part 75](#). In accordance with 45 CFR 75.101 applicability, this program must comply with 45 CFR Part 75 in its entirety. No exceptions have been identified.
3. Additional applicable regulations and requirements can be found in the [General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants](#).

COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING

4. The federal financial participation rate (FFP) is 100 percent for this program. The federal award provides funds for 100 percent of allowable, legitimate program costs.
5. There is no non-federal cost share/matching required for this program. Program funds for this program are awarded with a 100 percent FFP rate for program costs.

FINANCIAL REPORTING AND REQUIREMENTS

6. The OMB approved Financial Reporting form for this program is the SF-425 Federal Financial Report [SF-425 Federal Financial Report](#). Grantees must track and report on LIHWAP funds separately from appropriated LIHEAP funds.

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

- a. This report is submitted annually and must be submitted no later than December 30, which is 90 days following the end of each federal fiscal year (FFY).
 - b. A first interim report is due 90 days following the end of FFY 2021.
 - c. A second interim report interim report is due 90 days following the end of FFY 2022.
 - d. A final report (cumulative, covering the entire project period) is due 3 months following the end of FFY 2023.
7. Project Period. The project period for this award is synonymous with the obligation period, as follows: from the date of the award through the end of FFY 2023 (September 30, 2023). Any federal funds not obligated by the end of the obligation period will be recouped by this Department.
8. Liquidation Deadline. All obligated federal funds awarded under this grant must be liquidated no later than 3 months after the end of the project period (i.e., December 31, 2023). Any funds from this award not liquidated by this date will be recouped by this Department.
9. The following are the grant/fiscal requirements based on modifications of existing LIHEAP policies and requirements:
- a. The grantees may use up to 15 percent of grant funds for planning and administering the funds under this award. The grantee will pay from non-federal sources the remaining costs of planning and administering the program under this award and will not use federal funds for such remaining cost. Administrative costs of the owners or operators of public water systems or treatment works that may be charged to this award, if any, are subject to this limitation and must be included together with the grantee's costs of planning and administration when calculating compliance.
 - b. The grantee will ensure that fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the state under this award, including procedures for monitoring the assistance provided under this award, and provide that the grantee will comply with the provisions of chapter 75 of title 31, United States Code (commonly known as the "[Single Audit Act](#)").
 - c. The grantee may expend funds for immediate expenses necessary for planning and administering the use of funds upon receipt of the award. However, prior to the expenditure of grant funds for any payments to owners or operators of public water systems or treatment works on behalf of low-income households, the grantee must submit an implementation plan for OCS review and acceptance in a format provided by OCS that will (a) include the eligibility requirements to be used by the state for each type of assistance to be provided under this grant, (2) describe the benefit levels to be used by the state, territory, or tribe for LIHWAP assistance, (3) describe any steps that will be taken to target assistance to households with high home water burdens, and (4) provide a plan of administration including a plan of oversight and monitoring of any subrecipient organizations comparable to the processes and procedures for comparable grant programs. Not later than May 30, 2021, OCS will make available a Model State and Tribal Implementation Plan format to be used in developing and submitting the implementation plan for review.

PROGRAM REPORTING AND REQUIREMENTS

10. Grantees must track and report on LIHWAP program activities under this award separately from LIHEAP. The grantee must report annually on the following data elements, using an OMB-approved reporting format to be provided by OCS:
- a. the amount, cost, and type of water assistance provided for households eligible for assistance under this award;
 - b. the type of water assistance used by various income groups;

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

- c. the number and income levels of households assisted by this award;
- d. the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);
- e. the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff); and
- f. administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.

11. The following are the program requirements, consistent with instructions in [P.L. 116-260, Section 533](#) and consistent with existing program requirements for Low-Income Home Energy Assistance Program (LIHEAP) and other closely related programs:

- a. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to safe and clean drinking water and wastewater services.
- b. Funds will be used to provide assistance to low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services. Assistance to households will be accomplished by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. Grantees may use LIHWAP funding to cover arrearages arising at any time, including prior to this award.
- c. Grantees shall, in carrying out programs funded with this grant, as appropriate and to the extent practicable, use existing processes, procedures, policies, and systems in place to provide assistance to low-income households, including by using existing programs and program announcements, application and approval processes.
 - i. Grant resources may be used to make payments only with respect to households in which one or more individuals are receiving the following:
 1. assistance under the State program funded under part A of title IV of the Social Security Act;
 2. supplemental security income payments under title XVI of the Social Security Act;
 3. food stamps under the Food Stamp Act of 1977;
 4. payments under section 415, 521, 541, or 542 of title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
 5. payments under the Low Income Home Energy Assistance Program (LIHEAP);

or

- ii. households with incomes that do not exceed the greater of the following:
 1. an amount equal to 150 percent of the poverty level for such state; or
 2. an amount equal to 60 percent of the state median income;
 3. except that a state, territory, or tribe may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110 percent of the poverty level for the state; but, the state, territory, or tribe may give priority to those households with the highest home water costs or needs in relation to household income.
 - d. The grantee will establish criteria and procedures for determining income eligibility comparable to established procedures and requirements for LIHEAP. The grantee will conduct outreach activities designed to ensure that eligible households, especially those with the lowest incomes,

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

that pay a high proportion of household income for drinking water and wastewater services, are made aware of the assistance available under this title and any similar assistance available under the Community Services Block Grant program or through other emergency relief such as the [Pandemic Emergency Assistance Fund](#) and the U.S. Department of Treasury's [Emergency Rental Assistance Program](#).

- e. The grantee will coordinate its activities under this title with similar and related programs administered by the Federal Government and such state, territory, or tribe, particularly low-income utility support programs such as LIHEAP, the Community Services Block Grant (CSBG), Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), the Social Service Block Grant, and the [Emergency Rental Assistance Program](#).
- f. The grantee will provide, in a timely manner, that the highest level of assistance will be furnished to those households that have the lowest incomes and the highest water costs or needs in relation to income, taking into account family size, except that the state, territory, or tribe may not differentiate in implementing this section between the households described in condition 11(c)(i) and 11(c)(ii) (above).
- g. The grantee will establish policies, procedures, and benefit levels on behalf of households that prioritize continuity of water services, including prevention of disconnection and restoration water services to households for which water services were previously disconnected.
- h. The grantee will provide funds to owners or operators of public water systems or treatment works ("owners or operators") to reduce arrearages of and rates charged to eligible households for such services. For all payments to owners or operators on behalf of individual households, the grantee must establish procedures to:
 - i. notify, or require the owner or operator to notify, each participating household of the amount of assistance paid on its behalf;
 - ii. ensure that the owner or operator will charge the eligible household, in the normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant;
 - iii. ensure that any agreement the grantee enters into with an owner or operator under this paragraph will contain provisions to ensure that no household receiving assistance under this grant will be treated adversely because of such assistance under applicable provisions of state, territorial or tribal law or public regulatory requirements;
 - iv. ensure that the provision of payments to the owner or operator remains at the option of the grantee, in consultation with local subgrantees; and
 - v. ensure that the owner or operator provides written reconciliation and confirmation on a regular basis that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
- i. The amount of any home water assistance benefits provided under this program for the benefit of an eligible household shall not be considered income or resources of such household (or any member thereof) for any purpose under any State, Territorial, or Tribal law, including any law relating to taxation, public assistance, or welfare programs.
- j. The grantee will not exclude income-eligible households (described above in condition 11(c)(ii)) from receiving home water assistance benefits.
- k. The grantee will establish procedures to treat owners and renters equitably under the program assistance provided with these grant resources.

- l. The grantee will provide for timely and meaningful public participation in the development of a state, territory or tribe's LIHWAP implementation plan, such as publication and acceptance of comments via the grantee's website.
- m. The grantee will provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under a LIHWAP plan are denied or are not acted upon with reasonable promptness. Administrative hearing opportunities will be comparable to and may utilize existing processes, procedures, and systems currently in place for the state, territory, or tribe's Low Income Home Energy Assistance grant.
- n. The grantee will be responsible for planning and prioritizing funds for households in communities throughout the state with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds. If the governing organization of any eligible tribal government or organization located within the state declines or is not able to successfully apply for available LIHWAP funds, the state grantee will then be responsible for including eligible households within the tribe's jurisdiction in its outreach and service coverage.
- o. LIHWAP grant funds may not be used by the grantee, or by any other person with which the grantee makes arrangements to carry out the purposes of this grant, for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility.
- p. The grantee will permit and cooperate with federal investigations undertaken in accordance with the following procedures:
 - i. OCS shall, after adequate notice and an opportunity for a hearing conducted within the affected state, territory, or tribe, withhold funds from any grantee that does not utilize its allotment substantially in accordance with the terms and conditions.
 - ii. OCS shall review and respond in writing in no more than 60 days to matters raised in complaints of a substantial or serious nature that a grantee (or any person with which the grantee makes arrangements to carry out the purposes of the grant) has failed to use funds in accordance with these terms and conditions. Any violation of any one of the terms and conditions that constitutes a disregard of such assurance shall be considered a serious complaint.
 - iii. If OCS determines that there is a pattern of complaints from any state, territory, or tribe during the grant period, OCS shall conduct an investigation of the use of funds received under this award by the grantee in order to ensure compliance with terms and conditions.
 - iv. The HHS Office of the Inspector General (OIG) may conduct an investigation of the use of funds received under this title by a state, territory, or tribe in order to ensure compliance with the provisions of this title.
 - v. In the event of an investigation conducted by OCS, OIG, or another federal entity designated by OCS, the grantee shall make appropriate books, documents, papers, and records available to the Secretary or the Comptroller General of the United States, or any of their duly authorized representatives, for examination, copying, or mechanical reproduction on or off the premises of the appropriate entity upon a reasonable request thereof.
 - vi. In conducting any investigation under the procedures described above, OCS will not request any information not readily available to such state, territory, or tribe, or require that any information be compiled, collected, or transmitted in any new form not already available.

REAL PROPERTY REPORTING

12. Real Property Reports (SF-429s). The SF-429 Real Property forms are not applicable to this program. Purchase, construction, and major renovation are not an allowable activity or expenditure under this grant.

EFFECTIVE PERIOD

13. These program-specific Supplemental Terms and Conditions are effective on the date shown at the bottom of the pages of this document and will remain in effect until updated. They will be updated and reissued only as needed whenever a new program-specific statute, regulation, or other requirement is enacted or whenever any of the applicable existing federal statutes, regulations, policies, procedures, or restrictions are amended, revised, altered, or repealed.

Signature of Governor’s Authorized Official

Name of State/Territory: Georgia

LIHWAP State/Territory Lead Agency: Georgia Division of Family and Children Services

I certify that the LIHWAP State/Territory Lead Agency has reviewed and will abide by the conditions outlined above.

Tom C.
x Rawlings

Digitally signed by Tom C. Rawlings
DN: cn=Tom C. Rawlings, o=Georgia
Division of Family and Children
Services, ou=Director,
email=tom.rawlings@dhs.ga.gov, c=US
Date: 2021.04.27 11:00:54 -04'00'

Governor's Authorized Official

RESPONSIBILITIES OF THE COMMUNITY ACTION AGENCY

- a. Based on established criteria, determine household eligibility for LIHWAP based on the State's approved Grantee State Plan in a timely manner.
- a. Accept and process referrals from the Home Water Supplier for LIHWAP
- b. Provide payment to the Home Water Supplier after a household has been determined eligible for services rendered pursuant to this Agreement,
- c. Batch payments based on Home Water Supplier and application completion date. Home Water Supplier will receive paper checks with a report featuring Applicant Name, last four digits of the Social Security Number, Account Address, Account Number, Account Name, and Approved Benefit Amount from the administering Community Action Agency.
- d. To secure from each eligible household, as a part of their application for assistance, a written authorization for the release of information concerning the eligible household's account with the Home Water Supplier. The Community Action Agency represents and warrants to the Home Water Supplier that it has obtained an Authorization for Release of General and/or Confidential Information from account holders (or individuals authorized to act on behalf of such account holders) applying for assistance under LIHWAP. The Release authorizes any utility service provider, including the Home Water Supplier that participates in LIHWAP to provide to the Community Action Agency personal and/or confidential customer-specific information which may include, without limitation, utility account identification information such as names, addresses, social security numbers, and account numbers; utility account payment history and other account information such as account status, utility charges, payment history, past due amounts, pending deposits, current shut-off due dates or disconnection, current life support status (if applicable) payment arrangements, and history of energy assistance payments; general energy usage data such as energy consumption and amounts and costs of fuel used for up to twenty- four months (at no greater level of detail than monthly totals); and such other data as the Community Action Agency, and/or the State of Georgia determine is reasonably necessary. Accordingly, the Community Action Agency (1) shall notify the Home Water Supplier if any eligible household under LIHWAP at any time declines to authorize the Home Water Supplier to disclose such information to the

Community Action Agency or retracts or withdraws such authorization; (2) shall remove, redact, and destroy any information received from the Home Water Supplier for which the Community Action Agency has not received a Release or for which such authorization has been retracted or withdrawn; and (3) hereby indemnifies the Home Water Supplier from any and all losses, costs, damages or expenses incurred by the Home Water Supplier (including, but not limited to, reasonable attorneys' fees actually incurred) resulting from any claim, cause of action, or enforcement action arising from any information provided to the Community Action Agency, and/or in connection with the Home Water Supplier's participation in LIHWAP. This indemnity shall survive the expiration, cancellation, revocation, or termination of the Original Agreement, as amended herein.

- e. Notwithstanding the foregoing, the DHS-DFCS do not indemnify and/or hold harmless neither the Home Water Supplier nor the Community Action Agency. Further, all Party(ies) to this Agreement hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), the Department of Administrative Services (DOAS), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement due to any act or omission on the part of the Home Water Supplier, its agents, employees, subcontractors, or others working at the direction of the Home Water Supplier, or on the Home Water Supplier's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Agreement by the Home Water Supplier (collectively, the "indemnity Claims"). This indemnification extends to the successors and assigns of the Home Water Supplier, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Home Water Supplier. The Home Water Supplier shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.
- f. Be responsible for planning and prioritizing funds for households in communities throughout their serving area with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds.

Water Utility Information Form

ATTACHMENT C

Company Name:	Doing Business As (DBA), if applicable:
Home Water Supplier's Legal Name (as used on Federal Tax Return for Business):	Company Owner Name:
Type of Entity: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government Entity <input type="checkbox"/> Trust <input type="checkbox"/> Estate Utility: <input type="checkbox"/> Investor Owned <input type="checkbox"/> Municipal <input type="checkbox"/> Cooperative <input type="checkbox"/> Limited Liability Company (LLC) Is the LLC incorporated? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Single Member or <input type="checkbox"/> Multiple Member	Taxpayer Identification (ID) Number: _____ <input type="checkbox"/> Social Security Number (SSN) <input type="checkbox"/> Employer Identification Number (FEIN) <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)
Program Primary Contact Name/Title:	Primary Contact Telephone Number:
Primary Contact Email Address:	Mailing Address for Payments:
Office Physical Address:	Office Fax Number:
Contact Name/Title Regarding Payments:	Telephone Number Regarding Payments:
Mailing Address for Payments:	Email Address Regarding Payments:
SERVICES PROVIDED AND BILLED BY HOME WATER SUPPLIER	
<input type="checkbox"/> Water Fees <input type="checkbox"/> Wastewater/Sewer Fees <input type="checkbox"/> Other _____ <input type="checkbox"/> Stormwater Fees <input type="checkbox"/> Groundwater Fees	

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

HIGHLIGHT EACH COUNTY SERVED BY THIS COMPANY

_____ STATEWIDE (check if you serve the entire state)

- | | | | |
|------------------------|---------------------|---------------------|---------------------|
| _____001 Appling | _____041 Dade | _____081 Jefferson | _____121 Richmond |
| _____002 Atkinson | _____042 Dawson | _____082 Jenkins | _____122 Rockdale |
| _____003 Bacon | _____043 Decatur | _____083 Johnson | _____123 Schley |
| _____004 Baker | _____044 DeKalb | _____084 Jones | _____124 Screven |
| _____005 Baldwin | _____045 Dodge | _____085 Lamar | _____125 Seminole |
| _____006 Banks | _____046 Dooly | _____086 Lanier | _____126 Spalding |
| _____007 Barrow | _____047 Dougherty | _____087 Laurens | _____127 Stephens |
| _____008 Bartow | _____048 Douglas | _____088 Lee | _____128 Stewart |
| _____009 Ben Hill | _____049 Early | _____089 Liberty | _____129 Sumter |
| _____010 Berrien | _____050 Echols | _____090 Lincoln | _____130 Talbot |
| _____011 Bibb | _____051 Effingham | _____091 Long | _____131 Taliaferro |
| _____012 Bleckley | _____052 Elbert | _____092 Lowndes | _____132 Tattnall |
| _____013 Brantley | _____053 Emanuel | _____093 Lumpkin | _____133 Taylor |
| _____014 Brooks | _____054 Evans | _____094 Macon | _____134 Telfair |
| _____015 Bryan | _____055 Fannin | _____095 Madison | _____135 Terrell |
| _____016 Bulloch | _____056 Fayette | _____096 Marion | _____136 Thomas |
| _____017 Burke | _____057 Floyd | _____097 McDuffie | _____137 Tift |
| _____018 Butts | _____058 Forsyth | _____098 McIntosh | _____138 Toombs |
| _____019 Calhoun | _____059 Franklin | _____099 Meriwether | _____139 Towns |
| _____020 Camden | _____060 Fulton | _____100 Miller | _____140 Treutlen |
| _____021 Candler | _____061 Gilmer | _____101 Mitchell | _____141 Troup |
| _____022 Carroll | _____062 Glascock | _____102 Monroe | _____142 Turner |
| _____023 Catoosa | _____063 Glynn | _____103 Montgomery | _____143 Twiggs |
| _____024 Charlton | _____064 Gordon | _____104 Morgan | _____144 Union |
| _____025 Chatham | _____065 Grady | _____105 Murray | _____145 Upson |
| _____026 Chattahoochee | _____066 Greene | _____106 Muscogee | _____146 Walker |
| _____027 Chattooga | _____067 Gwinnett | _____107 Newton | _____147 Walton |
| _____028 Cherokee | _____068 Habersham | _____108 Oconee | _____148 Ware |
| _____029 Clarke | _____069 Hall | _____109 Oglethorpe | _____149 Warren |
| _____030 Clay | _____070 Hancock | _____110 Paulding | _____150 Washington |
| _____031 Clayton | _____071 Haralson | _____111 Peach | _____151 Wayne |
| _____032 Clinch | _____072 Harris | _____112 Pickens | _____152 Webster |
| _____033 Cobb | _____073 Hart | _____113 Pierce | _____153 Wheeler |
| _____034 Coffee | _____074 Heard | _____114 Pike | _____154 White |
| _____035 Colquitt | _____075 Henry | _____115 Polk | _____155 Whitfield |
| _____036 Columbia | _____076 Houston | _____116 Pulaski | _____156 Wilcox |
| _____037 Cook | _____077 Irwin | _____117 Putnam | _____157 Wilkes |
| _____038 Coweta | _____078 Jackson | _____118 Quitman | _____158 Wilkinson |
| _____039 Crawford | _____079 Jasper | _____119 Rabun | _____159 Worth |
| _____040 Crisp | _____080 Jeff Davis | _____120 Randolph | |

Failure to identify all counties served may result in the denial of benefits for households.



Timothy E. Grams
Fire Chief

Statesboro Fire Department

Proudly serving the City of Statesboro and
surrounding communities since 1905!



Jonathan M. McCollar
Mayor

City Council Agenda Memorandum

To: Charles Penny, City Manager

From: Timothy E. Grams, Fire Chief

Date: 11-30-2021

RE: Submission of Application for the Assistance to Firefighters Grant (AFG).

Policy Issue: NA

Recommendation: Allow the Statesboro Fire Department to submit an application for AFG funding for projects outlined below.

Background: Each year the Federal Government invites fire departments from around the country to submit an application to the Assistance to Firefighters Grant (AFG). The primary goal of the AFG is to help local fire departments meet their firefighting and emergency response needs, through the awarding of monetary funds to ascertain critically needed equipment protective gear, emergency vehicles, training, programs and other resources. The AFG is a competitive process and it is the Fire Department's desire to submit an application for the three following projects in this grant period. The total for these three projects is \$207,800.00.

- 1) Continuation of the Fire Department Physician Program.
 - This program was awarded in the Department's 2020 AFG Grant in the amount of \$35,000.
 - \$35,000.00 project request.
- 2) Firefighter Personal Protective Equipment (Turnout Gear).
 - \$3,500.00 per set, for 12 full sets.
 - \$42,000.00 project request.
- 3) Self-Contained Breathing Apparatus (Airpacks)
 - \$6,000 per pack, \$2,000 per bottle, \$300 per mask
 - 12 packs, 24 bottles, and 36 masks.
 - \$130,800.00 project request.



Timothy E. Grams
Fire Chief

Statesboro Fire Department

Proudly serving the City of Statesboro and
surrounding communities since 1905!



Jonathan M. McCollar
Mayor

Budget Impact: The relevant stipulations of this grant would be a 10% cost share to be paid by the City. This would equate to \$15,100.00 if the Fire Department were awarded all three projects at the total amount of funding requested. Fire Department Staff believe that this cost can be absorbed by the Fire Department's annual budget which would require no additional allocation of funds.

Council Person and District: All

Attachments: Resolution Requesting Approval to Apply for the 2021 Assistance to Firefighters Grant (AFG).

RESOLUTION 2021-43: A RESOLUTION REQUESTING APPROVAL TO APPLY FOR ASSISTANCE TO FIREFIGHTERS GRANT FOR THE CITY OF STATESBORO, GEORGIA

THAT WHEREAS, the Federal Emergency Management Agency announce the availability of Assistance to Firefighter Grant, which may be utilized to aid fire departments with needs associated with fire service delivery within their communities; and

WHEREAS, the Federal Emergency Management Agency could award the City of Statesboro up to \$207,800.00 with a ten percent (10%) cost share or equivalent in-kind expenditure.

WHEREAS, this grant allows the expenditures of the grant funds over a twelve (12) month period and is reimbursed to the funded agency.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Statesboro, Georgia in regular session assembled this 7nd day of December, 2021 hereby authorizes the application for the 2021 Assistance to Firefighter Grant.

BE IT FURTHER RESOLVED that the funding will be through the City of Statesboro Fire Department budget for expenditures from this grant.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute all documents related to the application of said grant.

Adopted this 7nd day of December, 2021.

CITY OF STATESBORO, GEORGIA

By: Jonathan M. McCollar, Mayor

Attest: Leah Harden, City Clerk



STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Charles Penny, City Manager

FROM: Mike Broadhead, Chief of Police

DATE: December 7, 2021

RE: Grant Application for Updated Simulator

POLICY ISSUE: Grant Funding Application

RECOMMENDATION: That Council approve the application for a grant in the amount \$112,700 from the Georgia Criminal Justice Coordinating Council for an updated version of our decisional shooting simulator.

BACKGROUND: The police department currently uses a shooting simulator that was purchased approximately 6 years ago. This simulator allows officers and training instructors to work through scenario-based training modules that include decisional shooting simulations. Each sworn officer is trained approximately once each quarter in the simulator and it is also used for citizen groups (like the Citizen's Academy, etc) to help explain decisional shooting situations. The operating system is rapidly getting out of date, and this grant application would allow us to purchase an updated version of the operating system. Our intention is to move the new shooting simulator to the upgraded range facility as part of the new Use of Force laboratory so that the simulator can more easily be accessed by our partner agencies (our current simulator is located on the police department grounds).

BUDGET IMPACT: There are no matching funds required.

COUNCIL DISTRICT: All

ATTACHMENTS: N/A

Resolution 2021-44: A Resolution Authorizing the Statesboro Police Department to Apply for a Grant through the State of Georgia Criminal Justice Coordinating Council (CJCC)

That whereas the State of Georgia’s Criminal Justice Coordinating Council has made funds available for the “CJCC FY 2022 Training Program”;

And Whereas the Statesboro Police Department has a desire to upgrade its shooting simulator for decisional shooting training;

Now therefore, be it resolved by the City Council of the City of Statesboro, Georgia, in regular session assembled this 7th day of December, 2021, hereby authorizes the Statesboro Police Department to apply for grant funds under this announcement from the CJCC

Be it further resolved that the City Manager is hereby authorized to execute all documents related to the application of said grant.

Adopted this 7th Day of December, 2021

City of Statesboro, Georgia

By: The Honorable Jonathan McCollar, Mayor

Attest: Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
Cain Smith, City Attorney

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

MEMORANDUM

Date: November 23, 2021

TO: Charles Penny, City Manager, Jason Boyles, Assistant City Manager and Leah Harden, City Clerk

FR: Kathleen Field, Director of Planning and Development

RE: December 7, 2021 Agenda Item

Policy Issue: Proposal to Establish and Administer a Housing Rehabilitation Program for the City of Statesboro

Background: At the November 16, 2021 Work Session of the City Council, staff outlined the process for establishing a Housing Rehabilitation Program which included using the services of a third-party consultant. Accordingly, in order to solicit proposals for these services, a detailed Scope of Services was developed and an extensive solicitation and review process was undertaken.

A. Proposal's Scope of Services:

- Prepare a "Housing Rehabilitation Policies and Procedures Handbook";
- Establish a mutually acceptable program implementation plan that demonstrates effective administrative and management oversight;
- Develop a financial reporting system;
- Create an outreach and public information program; and,
- Create a GIS Program data base.

B. Solicitation and Proposal Review Process:

- The City advertised through an RFQ process and received three proposals. After a detailed review of these proposals, it was unanimously determined by the Review Committee to choose the following firm: Insight Planning & Development, LLC, of Wilmington, NC.
- Insight was chosen due to the professional experience of its staff over the 34 years that the firm has been in existence administering similar housing rehabilitation programs, as well as their history of completing over 200 CDBG programs encompassing over 2,000 homes.

- Additionally, the references given were contacted and the following comments were received:

(1) Craven County Planning and Inspections, New Bern, NC

They said that working with Insight was overall a good experience; they were on-time with the project; did not go over budget; and if a problem arose, they were very quick to call meetings with the effected stakeholders; lastly, staff were very professional.

(2) City of Jacksonville Planning and Permitting, Jacksonville, NC

Said that Insight was highly responsive; very good to work with; worked with the same staff as included in Statesboro's proposal and found them very professional; have used them in the past for other projects and are hoping to hire them again for a new RFP.

C. Contract Administration and Timeline

- It is anticipated that the consultant will have staff on site within two weeks of being given the "Notice to Proceed" and such staff will be in Statesboro throughout the duration of the contract. Further, City staff, from the Department of Planning & Development, will be working closely with the consultant in order to effectively administer this contract.

Recommendation: Staff recommends approval of a contract with the firm: Insight Planning & Development, LLC

Budget Impact: American Rescue Plan Act (ARPA) Funds: \$550,000. This is a "Not to Exceed" amount based on the submitted hourly rate schedule.

Council Member District: All

Attachment: Statement of Qualifications Proposal from Insight Planning & Development, LLC

Statement of Qualifications:



City of Statesboro, Georgia
Professional Housing Rehabilitation Services
Submitted: October 22, 2021



SECTION 1 – CORPORATE INFORMATION

FIRM PROFILE – INSIGHT PLANNING & DEVELOPMENT, LLC 1
 Summary of Services 2
 Contact Information 2

SECTION 2 – PROJECT TEAM

PROJECT MANAGEMENT 3
 ORGANIZATIONAL CHART 3
 RESUMES 4
 C. Ryan Cox, CFM 4
 Christopher Hilbert 5
 Chip Bartlett, AICP 6
 Gary Miller 7
 Jessie Miars 8
 Cindy M. Anderson 9

SECTION 3 – PROJECT DESCRIPTIONS AND REFERENCES

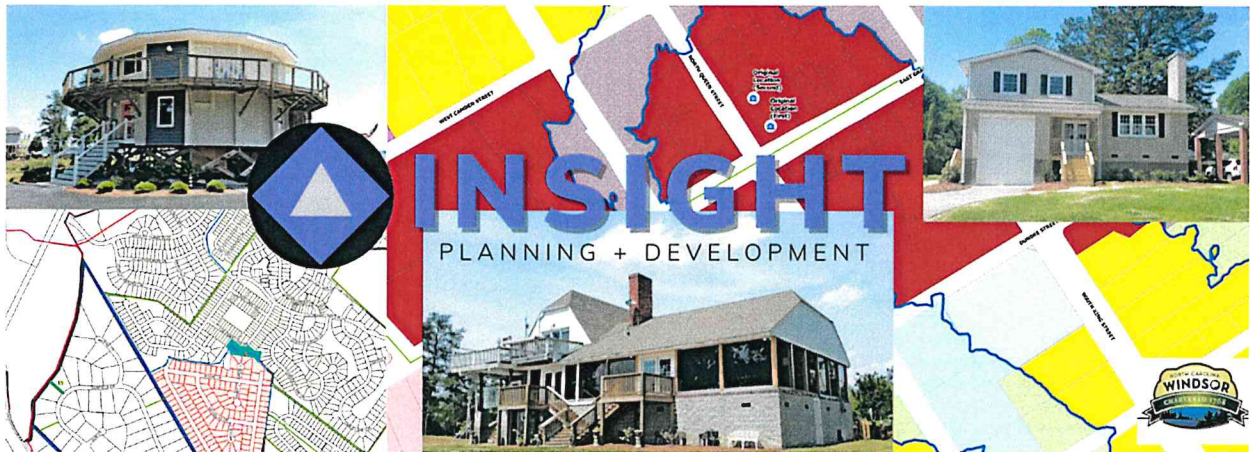
HMGP, FMA, AND CDBG PROGRAMS – WINDSOR, NORTH CAROLINA 10
 FMA PROGRAMS – CRAVEN COUNTY, NORTH CAROLINA 11
 HURRICANE FLORENCE HMGP PROGRAM – JACKSONVILLE, NORTH CAROLINA 12

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 SAMPLE FORMS/HOUSING REHABILITATION CHECKLIST 16



FIRM PROFILE – INSIGHT PLANNING & DEVELOPMENT, LLC

Insight Planning & Development, LLC (Insight) is a veteran-owned eastern North Carolina firm offering quality comprehensive planning and grant management consultant services. Our company was initially founded by T. Dale Holland, AICP, as a small planning firm in 1987. Mr. Holland incorporated the firm as Holland Consulting Planners, Inc. (HCP), and began offering both planning and community development services to eastern North Carolina. C. Ryan Cox, CFM, joined the firm in 2019, and acquired the firm and changed the name of the company in December 2020. Mr. Cox is committed to providing the same level of service and expertise that has existed over our many years in business.

The firm is located in **Wilmington, NC**. Our staff consists of qualified professionals with an average of 25 years' experience in community development, planning, and hazard mitigation. The firm and staff members maintain memberships/certifications from the following organizations: American Planning Association, American Institute of Certified Planners, Association of State Floodplain Managers, Community Development Academy, and Home Inspector Licensure Board.

The firm has extensive experience in the preparation of land use and comprehensive plans, as well as zoning/unified development and subdivision ordinances. Other planning experience includes Geographic Information System (GIS) development and management, and preparation of hazard mitigation plans, emergency operations plans, recreation plans, redevelopment area plans, and comprehensive housing strategies. Insight also provides general planning services for several municipalities, including re-zoning requests, site plan review, and other technical planning reviews.

Insight staff has been actively involved in Disaster Recovery programs in the Southeast, including the management of numerous Hazard Mitigation Grant Program (HMGP) elevation/acquisition/reconstruction projects, and ongoing management of Flood Mitigation Assistance (FMA), Community Development Block Grant (CDBG), and HOME projects. The staff of Insight have completed over 200 CDBG programs alone and overseen the construction of over 2,000 homes in terms of rehabilitation, elevation, or reconstruction.

SUMMARY OF SERVICES

The following provides a summary of the capabilities of Insight Planning & Development, LLC.

Planning Services

- Land Use and Revitalization Planning
 - Code and Ordinance Preparation, including Unified Development Ordinances
 - Comprehensive/Growth Management Plans
 - Economic Development Plans
 - Downtown Plans
 - Open Space Plans
 - Shoreline Access Plans
 - Redevelopment Plans
 - Public Involvement Plans and Charrettes
 - Zoning and Planning Administration
 - Graphics, Mapping, and Auxiliary GIS
- Emergency Management Planning
 - Emergency Operations Plans
 - Regional Emergency Response Planning
 - Continuity of Operations Plans (COOP)

Development Services

- Environmental Review Records
- Analysis of Impediments to Fair Housing Choice/Assessments of Fair Housing
- CDBG Program Applications and Administration
- HOME Program Administration
- Housing Rehabilitation/Relocation Administration
- Housing Needs Assessment
- Airport Land Acquisition and Relocation Assistance

Natural Hazard Mitigation/Resiliency Projects

- Hazard Mitigation Plans
- Hazard Mitigation Grant Program Project Management
- Pre-Disaster Mitigation Project Management
- Building Resilient Infrastructure and Communities Project Management
- Flood Mitigation Assistance Project Management
- Floodplain Mitigation Project Types:
 - Advance Assistance
 - Acquisition/Demolition
 - Acquisition/Relocation
 - Elevation
 - Mitigation Reconstruction

Construction Management

- Budget Development
- Conceptual and Detailed Estimating
- Scheduling
- Scope of Work Development
- Bid Preparation
- Procurement Support
- On-Site Construction Supervision
- Existing Conditions Investigations
- Cost Control
- Quality Control
- Owner and Contractor Meetings
- Project Status Reporting
- Inspections

CONTACT INFORMATION

Insight Planning & Development, LLC

5030 New Centre Drive, Suite A
Wilmington, North Carolina 28403
Phone: 910/392-0060, ext. 104
Email: rcox@insight-pd.com
Website: www.insight-pd.com

Type of Organization:

Limited Liability Company (North Carolina)
C. Ryan Cox, CFM
Principal

Descriptions of projects/programs, as requested in the Request for Qualifications, are located in Section 3 – Project Descriptions and References.

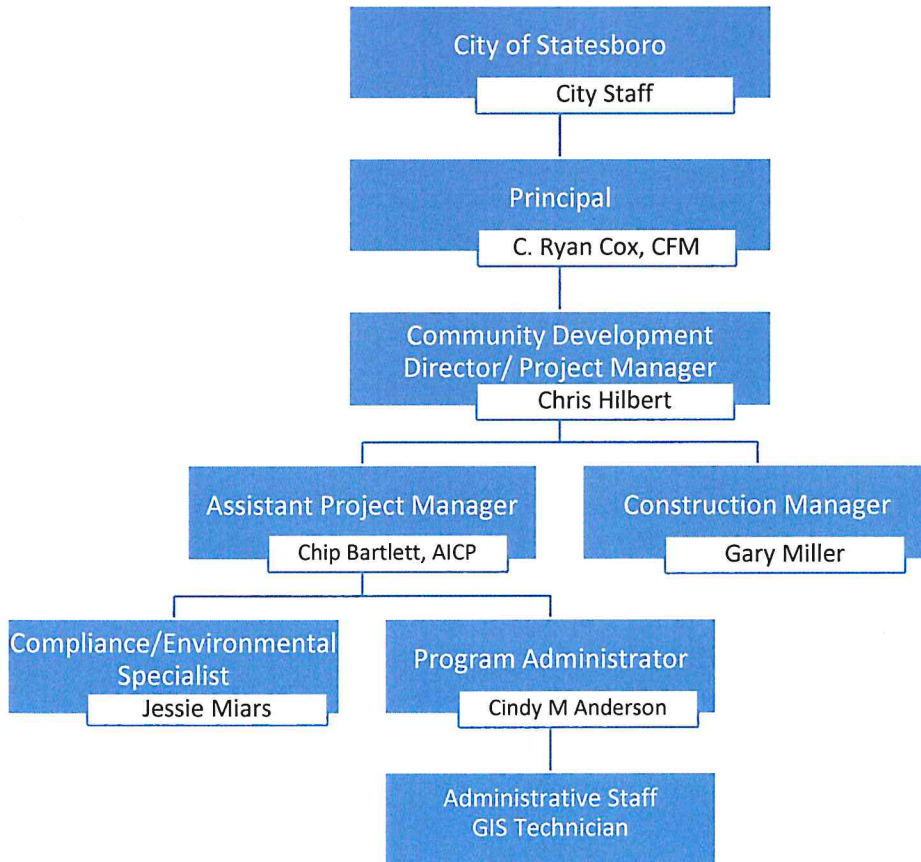
PROJECT MANAGEMENT

As Principal of Insight, **Ryan Cox, CFM**, will be the primary client contact for contractual issues and any concerns related to overall project quality. As Community Development Director/Project Manager, **Chris Hilbert** will assume direct responsibility for initiating start-up of the Town’s housing rehabilitation program, maintaining effective liaison with other professionals involved in the housing rehabilitation management process, and maintaining a mutually beneficial relationship between Insight and the City of Statesboro staff. **Chip Bartlett, AICP**, Assistant Project Manager, will assume responsibility for maintaining financial documentation, budgeting, and recordkeeping. They will be assisted by **Cindy Anderson**, Program Administrator, who will maintain project files and ensure day-to-day programmatic tasks are accomplished effectively.

Gary Miller, Construction Manager, will be responsible for developing the Housing Rehabilitation Policies and Procedures Handbook, preparing scopes of work for selected housing units, completing preconstruction conferences and construction inspections, and acting as field liaison to ensure efficient contract administration. **Jessie Miars**, Compliance/Environmental Specialist, will assist with any environmental compliance issues, providing technical assistance, ensuring satisfactory compliance with federal and state guidelines, and monitoring contract administration and any applicable labor standards activities.

Résumés for all proposed project team members, including a list of individual experience with similar communities, are attached.

ORGANIZATIONAL CHART



C. RYAN COX, CFM
Principal



Mr. Cox has extensive experience in FEMA hazard mitigation grants as a former State Hazard Mitigation Officer for the NC Division of Emergency Management. He was responsible for the development, implementation, and

timely close-out of grants from HMGP, FMA, and PDM programs and managed \$400 million across 16 FEMA Hazard Mitigation Assistance funding streams. Mr. Cox played an instrumental role in the development of the State of North Carolina Enhanced Hazard Mitigation Plan approved in 2018. His experience in the hazard mitigation planning division at the state level provides great context for communities dealing with UDO updates, comprehensive land use plans, resiliency plans, and other regulatory planning services.

He began working for HCP in 2019 as a Project Manager and immediately immersed himself into providing direct assistance to flood victims to better serve the eastern NC community. He became the Managing Partner of Insight Planning & Development in December 2020, and subsequently acquired HCP. His principal focus is on hazard mitigation, both planning and management of disaster recovery related projects, including acquisition, elevation, reconstruction, and rehabilitation projects. He is a Certified Floodplain Manager (CFM).

Mr. Cox joined the United States Air Force (USAF) in 2003 where he began his career in Emergency Management. His background also includes two tours to Iraq in support of Operation Iraqi Freedom, serving as Staff Sergeant and in multiple roles in Utility Systems, Asbestos/Mold Abatement, and other civil engineering roles. His service spanned 6 years and he is a proud United States Military Veteran.

He currently serves as a Commissioner for the Town of Calypso in addition to volunteering on the Calypso Volunteer Fire Department. His experience as a Town Commissioner has provided significant value and perspective with regard to delivering quality municipal consulting services for the firm's projects.

PROFESSIONAL AFFILIATIONS:

Certified Floodplain Manager
NC Association of Floodplain Managers
SC Hazard Mitigation Association
American Planning Association, NC and SC Chapters

EDUCATIONAL BACKGROUND:

American Military University, Charles Town, WV
2012-2016 (Political Science)

James Sprunt Community College, Kenansville, NC
2010-2011 (college credits earned in general studies)

- Community College of the Air Force, Maxwell Air Force Base
- Mold Assessment and Remediation Certification, UNC-CH
- Asbestos Abatement Supervisor, The Environmental Institute
- Asbestos Abatement Inspector, The Environmental Institute
- LBP Abatement Supervisor, Greenville Technical College
- Multiple FEMA certifications including Incident Command/ National Incident Management System
- Community Development Academy, 2021
- Basics of American Rescue Plan Act (ARPA) webinar series sponsored by UNC School of Government, October 2021

RELEVANT PROJECT EXPERIENCE:

Bladen County

Hurricane Matthew Hazard Mitigation Grant Program
Hurricane Matthew State Acquisition & Relocation Fund
2017 NC Disaster Recovery Act Program
2017 HM-NC Disaster Recovery Act Program
Hurricane Florence HMGP Expedited Acquisition Program

Camden County

Hurricane Matthew Hazard Mitigation Grant Program
Hurricane Matthew State Acquisition & Relocation Fund

City of Jacksonville

Hurricane Florence HMGP Expedited Acquisition Program

Jones County

Hurricane Matthew Hazard Mitigation Grant Program
2019 CDBG-Neighborhood Revitalization Program
Hurricane Florence HMGP Expedited Acquisition Program

Town of Morehead City

2019 CDBG-Neighborhood Revitalization Program

Pasquotank County

Hurricane Matthew Hazard Mitigation Grant Program
Hurricane Matthew State Acquisition & Relocation Fund

Town of Siler City

2020 CDBG-Neighborhood Revitalization Program

CHRISTOPHER HILBERT**Community Development Director/Project Manager**

Mr. Hilbert earned his B.S. in Geography from East Carolina University in 1996, while interning for HCP. He continued to work for HCP until 2020, when the firm was acquired by Insight Planning & Development.

His principal focus has been on community development and management of housing related projects, including acquisition, relocation, rehabilitation, and elevation projects. Mr. Hilbert has also managed CDBG Talent Enhancement, Stimulus, Small Business and Entrepreneurial Assistance, Economic Recovery, and Infrastructure projects. He has extensive experience in preparation of administrative guidelines/policy development, and general project compliance/monitoring coordination with various local, state, federal and other governing agencies/authorities for numerous housing rehabilitation/mitigation projects. Mr. Hilbert has managed over 35 CDBG programs and participated in at least 50 CDBG programs over his 24 years with CDBG experience. He also has helped complete over 75 CDBG applications through his career. He managed projects for 20 years in the firm's Washington NC office before taking over duties previously held by former CD Director J. Reed Whitesell after his death in 2018.

Recently, Mr. Hilbert has worked with Construction Manager Gary Miller on several significant flood recovery projects. He has managed the elevation of 60 homes in Pamlico County, 26 homes in Beaufort County, and 14 homes in Hyde County since Hurricane Irene in 2011. All of these programs have been successfully closed out. Since Hurricane Matthew in 2016, Mr. Hilbert has been instrumental in the Town of Windsor's flood recovery efforts, to date acquiring 33 homes, handling all owner relocations, and elevating 8 homes. His flood recovery experience dates back to Hurricane Fran in 1996, Hurricane Bonnie in 1998, Hurricane Floyd in 1999, and Hurricane Isabel in 2003.

PROFESSIONAL AFFILIATIONS:

NC Community Development Association

EDUCATIONAL BACKGROUND:

B.S. Geography, 1996
East Carolina University

- Community Development Academy, NC Institute of Government, Chapel Hill, 2003
- Lead Based Paint Risk Assessment Workshop, Craven County Health Department, 2003
- Law and Administration Course, CFCC
- FEMA Retrofitting Floodprone Residential Buildings (EMI L0279) Course

RELEVANT PROJECT EXPERIENCE:**Beaufort County**

FY10 CDBG Scattered Site Program
FY10 CDBG Economic Recovery Program
FY15 Flood Mitigation Assistance Program
FY16 Flood Mitigation Assistance Program

City of Eden

2020 CDBG Coronavirus Program

Hyde County

FY15 Flood Mitigation Assistance Program
FY16 Flood Mitigation Assistance Program
2018 CDBG Infrastructure Program
2018 CDBG Neighborhood Revitalization Program

Town of Morehead City

2019 CDBG Neighborhood Revitalization Program

Pamlico County

Hurricane Irene HMGP Program
Hurricane Irene HMGP Rescopement Program
FY15 Flood Mitigation Assistance Program
FY16 Flood Mitigation Assistance Program

City of Roanoke Rapids

FY10 CDBG Contingency Program
2020 CDBG Neighborhood Revitalization Program

Town of Tarboro

Hurricane Matthew Acquisition/Elevation Program
2018 CDBG Neighborhood Revitalization Program

Wilson County

2020 CDBG Coronavirus Program

Town of Windsor

FY08 CDBG Community Revitalization Program
FY15 Flood Mitigation Assistance Program
Hurricane Matthew Acquisition/Elevation Program
2017 CDBG Neighborhood Revitalization Program

CHIP BARTLETT, AICP
Assistant Project Manager



Mr. Bartlett earned his B.S. in Urban and Regional Planning from East Carolina University. He has worked for HCP (now Insight Planning & Development) since 1996. His principal focus has been on community

development and management of housing related projects, but he also has extensive planning related experience. Mr. Bartlett has experience in preparation of environmental review records and administrative guidelines/policy development, and general project compliance/monitoring coordination/labor standards compliance with various local, state, federal and other governing agencies/authorities for numerous housing rehabilitation/redevelopment projects. His CDBG experience dates back to 1996.

Mr. Bartlett has provided general planning services and also assisted in the preparation of land use plans and subdivision/zoning regulations for several municipalities. He is a member of the American Institute of Certified Planners.

Recently, Mr. Bartlett has been responsible for flood recovery from Hurricanes Matthew and Florence. He has managed the expedited acquisition of 24 homes in Pender County, 10 homes in New Hanover County, and 4 homes in Craven County in the past 12 months. His flood recovery experience dates back to Hurricane Fran in 1996, Hurricane Floyd in 1999, and Hurricane Isabel in 2003.

PROFESSIONAL AFFILIATIONS:

American Planning Association (APA)
American Institute of Certified Planners (AICP)

EDUCATIONAL BACKGROUND:

B.S. Urban and Regional Planning, 1993
East Carolina University

- Completion of 15 hours of coursework in Law and Administration required by the NC Code Officials Qualification Board, 1997
- Certification in Safe Work Practices for Lead Hazard Reduction, 2002
- Community Development Academy, 2003

- Introduction to ARC/GIS 9, 2004
- NCHFA-SFR Implementation Workshop, 2007

RELEVANT PROJECT EXPERIENCE:

City of Clinton

FY08 CDBG Community Revitalization
FY10 CDBG Contingency Program
FY12 CDBG Infrastructure Program

Craven County

FY09 CDBG Community Revitalization Program
FY09 CDBG Scattered Site Program
Hurricane Irene HMGP Program
FY12 CDBG Scattered Site Program
FY13 FMA Elevation Program
FY14 FMA Elevation Program
FY15 FMA Elevation Program
FY16 FMA Elevation Program
2017 CDBG Neighborhood Revitalization Program
Hurricane Florence Expedited Acquisition Program

City of Havelock

2021 CAMA Land Use Plan Update

City of Henderson

2021 Comprehensive Plan

Jones County

2019 CDBG Neighborhood Revitalization Program

City of Kinston

Hurricane Matthew NCHFA Rehabilitation Program

City of Lumberton

Hurricane Matthew NCHFA Rehabilitation Program

New Hanover County

Hurricane Florence Expedited Acquisition Program

Onslow County

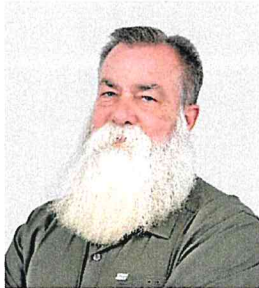
FY11 CDBG Scattered Site Program

Pender County

FY14 FMA Elevation Program
Hurricane Matthew HMGP Program
Hurricane Florence Expedited Acquisition Program

Town of Wrightsville Beach

FY16 FMA Elevation Program

GARY MILLER**Construction Manager**

Mr. Miller has worked as a Construction Manager for HCP since 2001 until 2020, when the firm was acquired by Insight Planning & Development. He holds a Level I North Carolina Building Inspector's certification, is

a Certified Home Inspector (license #1950), and is certified in Safe Work Practices for Lead-based Paint Hazard Reduction. He has attended numerous continuing education classes, including rehabilitation workshops sponsored by the Division of Community Assistance, NC Housing Finance Agency, and PHRANC.

Mr. Miller supervises contractors daily while performing interim and final construction inspections. His duties include compiling bid specifications, preparing cost estimates, preparing change orders, and authorization of payments to contractors. He also maintains liaison among contractors, homeowners, local building inspectors, and the project manager for housing-related programs as well as projects involving public works improvements. He has extensive CDBG and NCHFA rehabilitation experience.

Recently, Mr. Miller has worked on some significant flood recovery projects. He has managed the elevation of 60 homes in Pamlico County, 26 homes in Beaufort County, and 14 homes in Hyde County since Hurricane Irene in 2011. All of these projects have been successfully closed out. He is currently managing the elevation of 13 homes in the Town of Windsor. Mr. Miller is highly regarded within the construction community for his quality workmanship to LMI and flood recovery occupants over the past 20 years.

PROFESSIONAL AFFILIATIONS:

Certified in Safe Work Practices for Lead-Based Paint Hazard Reduction
NC Certified Home Inspector (#1950)
NC Building Inspector B Level 1

EDUCATIONAL BACKGROUND:

Associate Degree in Mechanical Engineering, 1992
Beaufort County Community College
Washington, North Carolina

- Law and Administration Code Enforcement Class
- DCA LBP/Handicap Access Rehab Workshop, 2004
- CDBG Rehabilitation Standards Workshop, 2007
- NCHFA Rehabilitation Workshop, 2007
- PHRANC Fall Conference, 2007
- NC Plumbing Code, 2008
- Spanish in the Workplace, 2011

RELEVANT PROJECT EXPERIENCE:**Beaufort County**

FY07 CDBG Scattered Site Program
FY08 CDBG Concentrated Needs Program
FY10 CDBG Scattered Site Program
FY10 CDBG Economic Recovery Program
FY15 Flood Mitigation Assistance Program
FY16 Flood Mitigation Assistance Program

Camden County

FY05 CDBG Scattered Site Program
FY11 CDBG Scattered Site Program

Hyde County

FY07 CDBG Scattered Site Program
FY09 CDBG-R Stimulus Program
FY09 CDBG Community Revitalization Program
FY10 CDBG Scattered Site Program
FY15 Flood Mitigation Assistance Program
FY16 Flood Mitigation Assistance Program
2018 CDBG Neighborhood Revitalization Program

Jones County

2019 CDBG Neighborhood Revitalization Program

Town of Morehead City

2019 CDBG Neighborhood Revitalization Program

Pamlico County

Hurricane Irene HMGP Program
Hurricane Irene HMGP Rescopement Program
FY15 Flood Mitigation Assistance Program
FY16 Flood Mitigation Assistance Program

City of Roanoke Rapids

FY10 CDBG Contingency Program
2020 CDBG Neighborhood Revitalization Program

Town of Tarboro

2018 CDBG Neighborhood Revitalization Program

Town of Windsor

FY03 CDBG Concentrated Needs Program
FY08 CDBG Community Revitalization Program
2017 CDBG Neighborhood Revitalization Program

JESSIE MIARS

Compliance/Environmental Specialist



Ms. Miars earned her B.A. in Education from the University of North Carolina at Chapel Hill. Her experience includes over 30 years in community development/planning administration. She worked for HCP from 1990 until 2020, when the

firm was acquired by Insight Planning & Development. Her experience lies primarily in community development and management of housing related projects, with an emphasis in project compliance/monitoring coordination with various local, state, federal and other governing agencies for over 100 housing rehabilitation and community revitalization projects.

Ms. Miars' role as Compliance/Environmental Specialist has included the preparation of fair housing plans and analysis of impediments to fair housing choice, environmental review records, data collection and analysis for CDBG applications, hazard mitigation plans, and health/wellness assessments, labor standards compliance, acquisition/relocation compliance and coordination of project activities, preparation of relocation assistance plans, citizen participation coordination, and coordination of compliance documents for HUD Consolidated Plans. She has conducted several acquisition/relocation workshops and labor standards compliance workshops for various municipalities as well as for NC Division of Emergency Management staff. She currently handles Compliance/Environmental Review for 8 active CDBG programs, all in good standing. Her CDBG experience dates back to 1984.

EDUCATIONAL BACKGROUND:

University of North Carolina, Chapel Hill
B.A. Education, 1979

- Conducted Acquisition/Relocation Workshop for NC Division of Emergency Management staff, 2001
- Conducted Davis-Bacon Labor Standards Compliance Workshops for City of Fayetteville staff (2000 and 2002) and City of High Point staff (2003)
- Community Development Administrator Certification, CD Academy, NC Institute of Government, 2003
- Attended DCA-sponsored Environmental Review Workshop, Raleigh, NC, 2006
- Attended HUD-sponsored Acquisition and Relocation Training Course, Atlanta, GA, 2008

- Participated in HUD-sponsored webinars: Using HUD-Assessment Tools for Environmental Compliance, Environmental Noise Assessments, and Acceptable Separation Distance Assessment Training, 2011
- Received certifications for NCDENR-sponsored CDBG-Infrastructure Environmental Documentation Preparation workshop, 2014, 2016, 2018, 2020
- Attended NCDEQ DWI-sponsored Federal Compliance Workshop, November 2017
- Basics of American Rescue Plan Act (ARPA) webinar series sponsored by UNC School of Government, October 2021

RELEVANT PROJECT EXPERIENCE (includes preparation and approval of ERRs for all CDBG projects):

Bladen County

Hurricane Matthew Hazard Mitigation Grant Program
Hurricane Florence HMGP Expedited Acquisition Program

Craven County

FY11 CDBG Contingency Program
FY12 CDBG Infrastructure Program
FY12 CDBG Scattered Site Program
2017 CDBG Neighborhood Revitalization Program

City of Eden

2020 CDBG Coronavirus Program

Town of Goldston

FY12 CDBG infrastructure Program

Hyde County

2018 CDBG Neighborhood Revitalization Program
2018 CDBG Infrastructure Program

Jones County

Hurricane Florence HMGP Expedited Acquisition Program
2019 CDBG Neighborhood Revitalization Program

Town of Morehead City

2019 CDBG Neighborhood Revitalization Program

City of Roanoke Rapids

FY10 Contingency Program
2020 CDBG Neighborhood Revitalization Program

Town of Siler City

2020 CDBG Neighborhood Revitalization Program

Town of Tarboro

2018 CDBG Neighborhood Revitalization Program

Wilson County

FY05 CDBG Concentrated Needs Program
FY06 CDBG Scattered Site Program
FY13 CDBG Infrastructure Program

CINDY M. ANDERSON
Program Administrator

Ms. Anderson earned her B.S. in Business Management from the University of North Carolina at Wilmington. She has worked for HCP since 1994 until 2020, when the firm was acquired by Insight

Planning & Development. She has extensive experience in planning document preparation including Zoning/Unified Development Ordinances, Subdivision Regulations, Comprehensive/Land Use Plans, and Hazard Mitigation Plans. She also has significant experience in housing rehabilitation/redevelopment projects, including CDBG, FMA, and HMGP programs. She is a member of the American Planning Association.

Ms. Anderson has orchestrated the firm's transfer of project case file paperwork to file sharing, which has been instrumental in creating a more efficient implementation of the project schedule. Her clerical ability brings a valuable resource to the Project Team with the organization of project documents, preparation of administrative guidelines, contracts, pre-construction documentation, and bid packages. She helps coordinate project activities between the Project Manager and Construction Manager.

Ms. Anderson has recently been involved in the acquisition of many flood damaged parcels, coordinating the acquisition process with homeowners and professional service vendors. She also coordinates CDBG fair housing activities with clients and supervises the bid package preparation and contract preparation process. Her CDBG experience dates back to 1994.

PROFESSIONAL AFFILIATIONS:
American Planning Association (APA)**EDUCATIONAL BACKGROUND:**
B.S. Business Management, 2001
University of North Carolina at Wilmington
Wilmington, North Carolina

Associate Degree in Word Processing, 1993
Finger Lakes Community College
Canandaigua, New York

RELEVANT PROJECT EXPERIENCE:**Beaufort County**

FY10 CDBG Scattered Site Program
FY10 CDBG Economic Recovery Program

Craven County

FY12 CDBG Scattered Site Program
2017 CDBG Neighborhood Revitalization Program

City of Clinton

FY08 CDBG Community Revitalization
FY10 CDBG Contingency Program
FY12 CDBG Infrastructure Program

Duplin County

Hurricane Florence HMGP Exp. Acquisition Program

Hyde County

FY10 CDBG Scattered Site Program
2018 CDBG Neighborhood Revitalization Program
2018 CDBG Infrastructure Program

Jones County

Hurricane Florence HMGP Exp. Acquisition Program
2019 CDBG Neighborhood Revitalization Program

City of Lumberton

Hurricane Matthew NCHFA Rehabilitation Program

Town of Morehead City

2019 CDBG Neighborhood Revitalization Program

Onslow County

FY11 CDBG Scattered Site Program

City of Roanoke Rapids

FY10 CDBG Contingency Program
2020 CDBG Neighborhood Revitalization Program

Sampson County

FY04 CDBG Scattered Site Program
FY08 NCHFA Single Family Rehabilitation Program

Town of Siler City

2020 CDBG Neighborhood Revitalization Program

Wilson County

FY05 CDBG Concentrated Needs Program
FY06 CDBG Scattered Site Program

Town of Windsor

FY08 CDBG Community Revitalization Program
2017 CDBG Neighborhood Revitalization Program

Hazard Mitigation Grant Program, Flood Mitigation Assistance Program, & Community Development Block Grant Program
 Windsor, North Carolina (and Bertie County via inter-local agreement)

Client
 Town of Windsor

Project Budget
 \$6,467,000 (combined)

Contact Information
 Allen Castelloe, Town Administrator
 Town of Windsor, PO Box 508, Windsor, NC 27983
 252-794-3121; acastelloe@windsornc.com

Funding Year
 2017

Project Description: The Town of Windsor’s Hurricane Matthew Flood Recovery Program has mitigated 44 properties to date. Relocation assistance has been provided to 20 owners and tenants. Demolition of 34 properties that have suffered repetitive losses (4 total) has been completed. Elevation assistance has also been completed on eight properties and rehabilitation (including LBP remediation) to one unit. The elevated and rehabilitated homes are mostly in or around the Windsor Historic District and the downtown area (which also flooded). Structure sizes range from 800 to 2,500 square feet, some with multiple stories. All project activities are scheduled to be successfully completed within grant period requirements. Staff at insight Planning & Development worked with the Town of Windsor and Bertie County to help identify units and apply for the funding as well as administer the federal grants with feasibility, work write-up, bid process, and construction management. These projects reduced flood insurance premiums for the elevation owners, as well as made the Town a much more resilient community after having suffered four major floods since 1999, including two back-to-back in 2016.



Flood Mitigation Assistance (FMA) Programs
Craven County, North Carolina

Client
 Craven County

Project Budget
 \$4,235,036 (combined)

Funding Year
 2013-2016

Contact Information
 Don Baumgardner, Planning Director
 Craven County Planning & Inspections
 2828 Neuse Boulevard, New Bern, NC 28562
 252-636-6618; dbaumgardner@cravencountync.gov

Project Description: Craven County’s multi-year Flood Mitigation Assistance Program has mitigated over 22 repetitive-loss properties which also included the first Mitigation Reconstruction (teardown/rebuild) completed in the state. These elevated or rebuilt homes were located within traditional residential neighborhoods as well as waterfront communities. Structures sizes range from 900 to 2,800 square feet, some with multiple stories. All project activities were successfully completed within FEMA’s required Period of Performance. Staff at insight Planning & Development worked with Craven County to help identify units and apply for the funding as well as administer the federal grants with feasibility, work write-up, bid process and construction management. These projects reduced flood insurance premiums for the owners, and saved all of the properties (which had flooded in Hurricane Irene in 2011) from flooding in Hurricane Florence in 2018.



Hurricane Florence Hazard Mitigation Grant Program Jacksonville, North Carolina

Client
City of Jacksonville

Project Budget
\$1,695,315

Funding Year
2018

Contact Information
Ryan King, Planning & Inspections Director
City of Jacksonville Planning & Permitting
815 New Bridge Street, Jacksonville, NC 28541
910-938-5293; rking@jacksonvillenc.gov

Project Description: The City of Jacksonville was significantly impacted by flooding and high winds from Hurricane Florence in 2018. As a result of the significant flooding, several residential structures sustained substantial damages. The New River Townhomes built in the early 1990s were declared “substantially damaged” in accordance with Jacksonville’s Flood Damage Prevention Ordinance. While the townhomes are not currently in the Special Flood Hazard Area in the effective floodplain maps, the preliminary update of the floodplain maps will include the area where the homes are located in the Special Flood Hazard Area. The dwellings are two and three stories slab-on-grade residences overlooking the New River. The City of Jacksonville accepted applications from homeowners from Hazard Mitigation Grant Program (HMGP) Hurricane Florence funds for voluntary acquisition. Sixteen of the 20 homeowners applied for the program and were approved by NC Emergency Management and the Federal Emergency Management Agency in 2019. Insight Planning & Development was procured to manage the program for the City of Jacksonville. With Insight’s assistance, the city has acquired and demolished all 16 units returning the land to open space in perpetuity. Insight and Jacksonville continues to work together to provide Unified Relocation Assistance to renters and State Acquisition Relocation Funds to homeowners. Complete close-out of this project is anticipated in the Summer of 2022.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wade Associates, LLC PO Box 1100 Wrightsville Beach NC 28480		CONTACT NAME Leslie Tyler PHONE (A/C No. Ext) (910) 344-0323 FAX (A/C No) (910) 344-0324 E-MAIL ADDRESS ltyler@wadeict.com	
INSURED Insight Planning & Development, LLC 5030 New Centre Dr. Suite A Wilmington NC 28403		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company NAIC # 20443 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 20-21 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			7012555616	11/30/2020	11/30/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
A	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7012494002	11/30/2020	11/30/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE Ded. <input checked="" type="checkbox"/> RETENTION \$ 10,000			7012555664	11/30/2020	11/30/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7012555647	11/30/2020	11/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			MC259944924	11/30/2020	11/30/2021	Limit Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER darren.prather@statesboroga.g City of Statesboro 22 W. Grady St. Statesboro, GA 30458	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kevin Flowers HMT <i>[Signature]</i>
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PROJECT APPROACH/SCOPE OF SERVICES

Insight will provide all of the necessary planning and project management expertise, including provision of on-site personnel, for successful implementation and completion of the project. Insight has qualified resident inspection personnel to assist the local building inspector with construction inspection and to act as the primary construction management liaison between the local building inspector and the Project Manager. Central to the success of the housing rehabilitation program is the establishment of a “Housing Rehabilitation Policies and Procedures Handbook.” Our firm has developed a “Contractor’s Handbook” to address all housing program procedures, including construction specifications, forms, contracts, complaint procedures, recapture provisions, etc., which has been revised through the years to reflect changes to program guidelines and building code updates as necessary. The Contractor’s Handbook can be used as a starting point in development of the City of Statesboro’s Handbook with input from City staff.

Insight staff possesses a thorough working knowledge of the Stafford Act and related federal regulations provided for guidance of FEMA-funded hazard mitigation projects; elevation, rehabilitation, acquisition, relocation, and reconstruction policies provided by the Federal Emergency Management Agency, the North Carolina Division of Emergency Management, and the North Carolina Office of State Budget and Management - Disaster Recovery Section; FEMA structural elevation and retrofitting guidelines; National Flood Insurance Program (NFIP) participation requirements; the National Environmental Policy Act; and procurement, audit, financial management, civil rights, and labor standards regulations pertaining to federally-funded grant projects. Required services to be provided by Insight will include, but not necessarily be limited to, the following:

- Prepare a “Housing Rehabilitation Policies and Procedures Handbook,” to include:
 - Housing inspection protocols and forms.
 - Procedures and resources for estimating needed repairs to homes.
 - Procedures for obtaining bids from contractors to make repairs on behalf of the owner.
 - Process for securing owner approval of proposed costs and a contract to make repairs.
 - Process for periodic inspections during the repair period, including preparation of inspection reports.
 - Procedures for making loans and grants to property owners.
 - Procedures, timelines, and forms required under applicable law to properly record and attach liens/deeds of trust on subject property.
 - Closeout of projects after completion.
 - Any other procedure/process determined to be relevant to the Handbook.
- Work with city to establish program implementation plan that will demonstrate effective administrative and management oversight to meet ARPA funding timeline.
- Implement a financial and construction management reporting system using Procore. Procore is a software platform for the construction industry that creates a central collaboration hub for owners, general contractors, specialty contractors, and other project collaborators across the entire project lifecycle.
- Assist city with creation of an outreach and public information program, including handouts to
 - Owner occupied properties within the target URA neighborhoods.
 - Owner occupied properties within other neighborhoods of the city.
 - Owners of rental properties.
 - Contractors performing housing inspection work.
 - The public.

- Conduct public meetings (at least three) and presentations to explain the details of the proposed Housing Rehabilitation Program.
- Work with available property data sources to create a program database in order to map all collected GIS data within the URA target neighborhoods.
- Coordinate homeowner application data from individual homeowners in the city who are participating in the program.
- Develop comprehensive administrative guidelines for management of the program-funded activities, including procedures for financial management, construction procurement, and construction management and inspection; coordination of required structural engineering and building inspection services; coordination of NFIP and State Building Code compliance activities; review of duplication of benefits procedures (if required); preparation of preconstruction and owner’s certification documents; review of structural feasibility procedures; and preparation of homeowner/contractor dispute resolution procedures.
- Provide Federal- and state-required civil rights, environmental, labor standards, audit, and general procurement compliance.
- Assist with procurement of a structural engineering firm (if necessary), surveyor, lead-based paint inspector, and asbestos inspector. Scheduling and coordination of these additional professional services.
- Coordinate with the local Building Inspections Department and consultant structural engineer during structural feasibility analysis, if necessary.
- Solicit local/regional contractors to assure compliance with the project schedule.
- Manage the construction bid/award process.
- Assist with on-site inspection of all construction work (as outlined above).
- Authorize payment to other consultants and contractors.
- Supervise the requisition process and coordination of project financial management with the city finance department.
- Maintain detailed case files for the units included in the project, as well as general project compliance and procurement files.
- Attend preconstruction conferences with homeowners and contractors; function as grantee/government/contractor liaison during construction.
- Complete all required reports and documentation.
- Set up and manage official records.
- Be responsible for Service Delivery and Program Management for all housing activities.
- Function as liaison between the city and the funding agency.
- Adhere to ARPA timeline requirements (encumber by December 2024 and expend by December 2026).
- Work with city to extend services beyond ARPA funding, including preparation of annual applications for CHIP and CDBG funds.

The following pages provide sample forms from the Insight Planning & Development Contractor’s Handbook along with a sample scope of work with references to the handbook.

(4)

Date	Name of Subcontractor or Supplier	Telephone	Authorized Signature
	Witness Name	Witness Signature	

(5)

Date	Name of Subcontractor or Supplier	Telephone	Authorized Signature
	Witness Name	Witness Signature	

(6)

Date	Name of Subcontractor or Supplier	Telephone	Authorized Signature
	Witness Name	Witness Signature	

B. PRIME/GENERAL CONTRACTOR’S CERTIFICATION AND REQUEST FOR PAYMENT

I do hereby certify to the Owner of the above property that the signatures signed to this Release of Liens comprise a true and complete list of all corporations and persons who have contracted for or furnished any and all repairs or construction/installation of the said building(s) or premises, or who are, or have been, subcontractors upon said building(s) or any part thereof or for any furnishing and any and all fixtures or improvements to said real estate under any contract or agreement with the undersigned.

Upon receipt of payment of the balance due under the contract this document shall become effective to release all liens which I, the undersigned, have or might have on the said buildings for work or materials contracted for or furnished in, for, or about the repairing or construction/installation of the said building. Payment shall be considered received when the related payment check has been properly endorsed and has been paid by the bank upon which it is drawn.

I hereby request payment of the balance due under the contract.

Date	Contractor	Authorized Signature
	Witness Name	Title
		Witness Signature

INSIGHT PLANNING & DEVELOPMENT
Housing Rehabilitation Checklist (Excerpt, Not Complete Checklist)
Municipality and Program _____

LIVING AREAS/KITCHEN/BATHROOM

Room # _____ Description: _____

CEILING

- _____ 1. Replace existing ceiling joists (RS-13.01): _____
- _____ 2. Repair existing sheetrock ceiling. (RS-25.07; RS-29.01)
- _____ 3. Note any other type of ceiling repair and spec/sketch if applicable:

- _____ 4. Remove existing ceiling and replace with ½" (minimum) sheetrock. (RS-25)
- _____ 5. Install new 3/8" sheetrock over existing ceiling. (RS-25)
- _____ 6. Replace existing ceiling with furring strips and ceiling tiles. (RS-29.02)
- _____ 7. Install furring strips and ceiling tiles over existing ceiling. (RS-29.02)
- _____ 8. Install new overhead light fixture with wall switch. (RS-35.01; RS-35.10)
- _____ 9. Install attic access in accordance with RS-23.01.
- _____ 10. Install attic stairs in accordance with RS-23.02.

WALLS

- _____ 11. Demolish existing partition wall as indicated on attached floor plan.
- _____ 12. Install new partition wall as indicated on attached floor plan. (RS-22)
- _____ 13. Repair existing interior partition walls (Describe/Sketch) _____ (RS-22)
- _____ 14. Repair existing sheetrock walls. (RS-25.07)
- _____ 15. Note any other type of wall repair and spec/sketch if applicable:

- _____ 16. Replace existing interior walls with ½" (minimum) sheetrock. (RS-25)
- _____ 17. Install new 3/8" sheetrock over existing wall finish. (RS-25)
- _____ 18. Replace existing interior wall finish with wood paneling. (RS-27)
- _____ 19. Install wood paneling over existing wall finish. (RS-27)
- _____ 20. Install approved fire-resistant material (Describe/Sketch) _____ (RS-37.01)
- _____ 21. Replace existing walls with plywood/gypsum backboard and tileboard. (RS-28) (describe/sketch):

- _____ 22. Install tileboard over existing wall finish (RS-28): (Describe/Sketch) _____
- _____ 23. Replace existing crown molding (RS-31): _____
- _____ 24. Install and paint/stain crown molding complete. (RS-31)
- _____ 25. Replace existing baseboards (RS-31): (Describe/Sketch) _____
- _____ 26. Install and paint/stain new baseboards complete. (RS-31)

FLOORS (RS-10, RS-30)

- _____ 27. Spot repair existing subflooring (RS-10.02-10.04) (Describe/Sketch) _____
- _____ 28. Remove all floor covering and subflooring material to joist level. Level existing floor framing and install new subflooring complete. (RS-10.01; 10.03)
- _____ 29. Spot repair underlayment (RS-30.01-30.02) (Describe/Sketch): _____
- _____ 30. Remove existing floor covering; secure subfloor and install new [(3/8") (5/8")] underlayment over existing subfloor, complete. (RS-30.03)

LIVING AREAS/KITCHEN/BATHROOM

Room # _____ (continued) Description: _____

FLOORS (RS-10, RS-30) (continued)

- _____ 31. Install new vinyl floor covering, complete (includes installation of leveler and shoe molding). (RS-30.04-RS-30.07)
- _____ 32. Repair existing concrete floor. (RS-30.08)
- _____ 33. Install new carpet manufacturer-approved structural leveler over existing floor, complete.
Note to Inspector: Leveler included in vinyl installation; optional for carpet installation.
- _____ 34. Install new carpet pad and carpeting. (RS-30.09)
- _____ 35. Install new laminate flooring. (RS-30.10)

CLOSETS (RS-22)

- _____ 36. Install new (size) _____ closet where indicated on floor plan. (RS-22)
- _____ 37. Demolish existing closet where indicated on floor plan.
- _____ 38. Finish existing closet to match existing/new room interior.
- _____ 39. Install clothes rod in existing closet. (RS-22.04)

DOORS (RS-16)

- _____ 40. Repair existing interior door(s)/trim to Room(s) # _____ (RS-16.12-16.14)
- _____ 41. Replace existing interior door panel(s) only, to Room(s) # _____ (RS-16.08)
- _____ 42. Install new prehung interior door(s) complete, to Room(s) # _____ (RS-16.09)
- _____ 43. Repair existing exterior door/trim including weatherstripping. (RS-16.11; 16.13-16.14)
- _____ 44. Replace existing exterior door panel(s) only. (RS-16.05)
- _____ 45. Install new (panel) (nine-lite) prehung metal insulated exterior door complete. (RS-16.06; RS-16.15-16.16)
- _____ 46. Install new solid core storm door. (RS-18)
- _____ 47. Install new screen door. (RS-18)

PAINT (RS-33)

- _____ 48. Paint all interior doors, windows, door/window trim, and miscellaneous trim as specified on "Owner's Selection of Materials and Finishes" form. (RS-33)
- _____ 49. Paint ceiling. (RS-33)
- _____ 50. Apply textured finish to ceiling. (RS-29.03)
- _____ 51. Paint walls. (RS-33)
- _____ 52. Paint all interior trim (windows, doors, door and window trim, and miscellaneous trim). (RS-33)
- _____ 53. Miscellaneous Interior Painting (RS-33):

NOTES

EXTERIOR**FOUNDATION AND SUBFLOOR SYSTEM**

- ____ 1. Demolish existing interior piers as shown on attached sketch.
- ____ 2. Install new interior piers and footings as shown on attached sketch. (RS-3)
- ____ 3. demolish existing perimeter masonry wall: (Describe/sketch)
-
- ____ 4. Repair and paint (RS-3.13) existing perimeter masonry wall complete.
- ____ 5. Repair and parge (RS-2.14) existing perimeter masonry wall complete.
- ____ 6. Install crawlspace access door in existing perimeter masonry wall. (RS- 6.01-6.02)
- ____ 7. Install automatic foundation vents in existing perimeter masonry wall. (RS-6.03)
- ____ 8. Install new perimeter footing and [4"] OR [8"] masonry underpinning (RS-3.12), with access door and vents and [paint (RS-3.13)] OR [parge (RS-2.14)] (includes _____ porch).
- ____ 9. Install drywells where indicated on attached sketch. (RS-6.04)
- ____ 10. Install French drain system. (RS-6.05)
- ____ 11. Remove all debris from crawl space.
- ____ 12. (Replace existing) (Install additional) sills/girders (approximately ____ LF). (RS-9) (Describe/Sketch)
-
- ____ 13. (Replace existing) (Install additional) floor joists (approximately ____ LF) (RS-9) (Describe/Sketch)
-

NOTES: (Brick work, porch foundations, attached garages, etc.)

EXTERIOR WALLS (RS-11)

- ____ 14. Repair existing exterior studwall, siding, and sheathing in following location(s) (approximately ____ SF) in accordance with RS-11.01-11.04. (Describe/Sketch)
-
- ____ 15. Replace existing _____ Siding to match existing siding (approximately ____ SF) in the following location(s): (Describe/Sketch)
-
- ____ 16. Install new (wood) (hardboard) (plywood panel) siding complete, in accordance with RS-11.
- ____ 17. Install new vinyl siding (complete) OR (specify area), including fascia and vented soffit (includes ventilation through existing soffit to building code requirements). (RS-11.08)
- ____ 18. Install _____ new _____ cornerboards. (RS-14)
- ____ 19. Install new house street numbers.

NOTES: _____

ROOF SYSTEM AND TRIM

- ____ 20. Remove all existing roof covering, [replace all existing sheathing] OR [repair existing sheathing] (RS-13, RS-14, RS-15); then install new felt and shingles over entire main structure and porches, complete. (RS-13)
- ____ 21. Repair/replace existing exterior shingles, sheathing, and roof framing in following location(s). (RS-13) (approximately ____ SF) (Describe/Sketch)
-
- ____ 22. Replace existing sheathing and roof covering to match roof finish in following location(s). (RS-13) (approximately ____ SF) (Describe/Sketch)
-

EXTERIOR (continued)

ROOF SYSTEM AND TRIM (continued)

- _____ 23. Repair mobile home roof with a roof ceiling/sealant approved by the local building inspection authority.
- _____ 24. Install new (specify roof covering alternative) _____
over (specify location) _____ (RS-8)
- _____ 25. Install continuous ridgeline vents. (RS-13.28)
- _____ 26. Install gable end louvers. (RS-13.29)
- _____ 27. Restore existing metal roof in accordance with RS-13.23.
- _____ 28. Install new metal roof in accordance with RS-13.24.
- _____ 29. Repair approximately _____ LF of existing fascia. (RS-14)
- _____ 30. Repair approximately _____ LF of existing soffits. (RS-14)
- _____ 31. Install new fascia and soffits, complete. (RS-14)
- _____ 32. Install soffit vents in existing soffits in accordance with NC Residential Building Code requirements.
- _____ 33. Install flashing (RS-13) to: (specify location) _____
- _____ 34. Install new roof (mushroom type) (turbine) ventilators. (RS-13.26-.27)
- _____ 35. Install gutters and downspouts as follows: (Describe/Sketch)

NOTES: _____

WINDOWS (RS-17; RS-19)

- _____ 36. Replace all existing windows with [new construction] [replacement] thermal pane insulated vinyl window units, complete, with screens. (RS-17.05)
- _____ 37. Repair existing windows/trim (interior and exterior) listed below in accordance with RS-17.04:
(List Room # and Quantity)

- _____ 38. Replace existing windows listed below in accordance with RS-17.05 (Specify Type, List Room #, & Quantity)

- _____ 39. Install new windows listed below in accordance with RS-17.05 (Specify Type, List Room #, & Quantity):

- _____ 40. Repair existing storm windows listed below in accordance with RS-19.03 (Specify Type, List Room #, & Quantity):

- _____ 41. Install new storm windows listed below in accordance with RS-19.01, RS-19.02. (Specify Type, List Room #, & Quantity):

- _____ 42. Install new window screens in accordance with RS-19.01 (List Room # and Quantity):

NOTES: _____

EXTERIOR PAINT

- _____ 43. Prepare and paint all exterior surfaces, (walls, cornerboards, fascia, soffits, windows/shutters/trim, door trim, and porch floors, ceilings, railings, and supports) in accordance with the "Owner's Selection of Materials and Finishes" form. (RS-26) Do not paint new treated wood surfaces.
- _____ 44. Prepare and paint exterior door(s) at (RS-33): _____
- _____ 45. Miscellaneous Exterior Painting: _____

HOURLY RATES – INSIGHT PLANNING & DEVELOPMENT, LLC

Position	Hourly Rate
Principal	\$140
Community Development Director/Project Manager	\$125
Assistant Project Manager	\$115
Program Administrator	\$115
Construction Manager	\$100
Compliance/Environmental Specialist	\$100
Administrative/Clerical Staff	\$65
GIS Technician	\$65

CITY OF STATESBORO



COUNCIL

Phil Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5

Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

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

To: Charles Penny, City Manager
Jason Boyles, Assistant City Manager

From: John Washington, Director of Public Works and Engineering

Date: November 30, 2021

RE: Recommendation of Low Bidder for Soil Remediation at Proposed City Art Park

Policy Issue: Purchasing

Recommendation:

Staff recommends awarding a contract to Atlas Technical Consultants (Atlas) in the base bid amount of \$21,200.00 and approval to spend up to \$29,950.00 for additional work to be based on contractor's unit bid prices. The low bidder, Atlas, meets the requirements for the work to be performed.

Background:

This site is the location of property leased from Norfolk Southern Corporation (NS Corp). In performing due diligence for a public park, a Phase 2 Assessment was performed and found a location that exceeds allowable levels of lead. Remediation work is required at corrective action sites regulated under the programs of Georgia Environmental Protective Division (EPD), Land Protection Branch. EPD has guidance and timelines for removal of the soils which must be removed by January 11, 2022. The removal process could take as much as 30 days.

The low bidder, Atlas, submitted a total bid of \$29,950.00 followed by KEMRON Environmental Services, Inc. with a bid of \$31,475.00. Due to the urgency of required timeline for action, the sealed bid process was waived and no additional written bids/quotes were available. Atlas is a reputable global firm with vast experience in environmental work.

Budget Impact:

Increase in Contract Services account # in Parks Division in the amount of \$29,950.

Council Person and District: Phil Boyum, District 1

Attachment: Proposals

CC:



2450 Commerce Avenue | Suite 100
Duluth, GA 30096-8910
770.263.5945 | F 770.263.0166
oneatlas.com

November 17, 2021

Mr. Jason Boyles
Assistant City Manager
City of Statesboro
50 East Main Street
Statesboro, GA 30458

Via email: jason.boyles@statesboroga.org

Subject: [Proposal for Limited Lead Impacted Soil Excavation Services](#)
[City of Statesboro Art Park Site](#)
[Railroad Street at North Main Street](#)
[Statesboro, Bulloch County, Georgia](#)
[Atlas Proposal Estimate No. P211171OSR](#)
[Atlas Proposal No. 21-17374](#)

Dear Mr. Boyles:

At your request, Atlas Technical Consultants LLC (Atlas) is pleased to provide this estimate of costs to the City of Statesboro (the “client”) for excavation, transportation and disposal of non-hazardous lead impacted soil, and possible ex-situ soil blending if impacted soil does not meet landfill requirements for disposal, also restoration of the work area at the City of Statesboro, Art Park site located at Railroad Street at North Main Street, Statesboro, Bulloch County, Georgia (the “site”). This proposal is based on the scope of work, photographs, laboratory data, and environmental reports provided in client correspondence dated November 8, 2021.

PROJECT OVERVIEW & SCOPE OF WORK

The proposed scope of work includes completion of the following tasks:

1. Pre-Mobilization Efforts
2. Excavation, Field Screening, and Sampling
3. Verification and Waste Profile Sampling and Analyses
4. Reporting

A description of each task is described in the following sections.

TASK 1 – PRE-MOBILIZATION EFFORTS

The following activities will be completed prior to any onsite investigation or excavation activities:

- Arrange for mark-out of subsurface public utilities via the Georgia 811 One-Call utilities protection center at least 48 hours in advance of excavation activity.
- Prepare a site-specific Health and Safety Plan (HASP) for the proposed scope of work at the Site.
- Atlas will retain the services of a private utility locator to locate shallow, conductive structures in the vicinity of the proposed excavation area(s) and will utilize other utility protection measures including a visual assessment of the work area and manual probing or hand-auguring to the extent practicable to minimize



the potential for damage to underground utilities (e.g., hand clearance of the initial five feet at each location). Final clearance of all locations is the responsibility of the property owner and client. Atlas assumes no liability for damage to any unidentified underground utilities.

TASK 2 – EXCAVATION, FIELD SCREENING, AND SAMPLING

It is our understanding that there is an area of lead impacted soil with a radius of approximately ten (10) feet to a depth of approximately three (3) feet below ground surface that requires excavating, the impacted soil stockpiled, sampled, laboratory analyzed and if approved for non-hazardous landfill disposal, the soil will be transported to Republic Services Savannah Regional Landfill for disposal. The excavation will be backfilled with approved, “clean” soil and bucket compacted to original surface grade. The disturbed areas will be re-seeded and mulched with wheat straw for erosion control.

Atlas will provide the following items of service, equipment, labor, materials, and subcontract services to complete this project:

Non-Hazardous Impacted Soil Scope of Work

Atlas will mobilize a B-55 series or similar mini-excavator, other necessary tools, tandem-axle dump trucks, 20-cubic yard roll-off containers, 40-hour OSHA-trained operators and necessary materials to the site. Prior to mobilization, the property owner or client will obtain necessary permits from local and/or state governmental agencies. Atlas will arrange for all utilities within the excavation area to be located by a private utility locating service company. The designated area of impacted soil (approximately 11 cubic yards) will be excavated, and field screened with a handheld XRF unit by Atlas. The impacted soil will be placed into two (2) lined 20-cubic yard roll-off containers and covered awaiting soil analytical results to determine if the soil is acceptable for disposal in a Subtitle D non-hazardous landfill or additional onsite treatment will be required. If it is confirmed that the landfill non-hazardous target values have been met, the roll-off containers of non-hazardous impacted soil will be transported to Republic Services Savannah Regional Landfill, 84 Clifton Boulevard, Savannah, Georgia for disposal. Approximately sixteen (16) tons of approved “clean” soil will be imported, placed and machine compacted to original surface grade. The disturbed areas will be re-seeded and mulched with wheat straw, and all remaining equipment and materials will be removed, and the site restored to the extent practicable.

Hazardous Soil On-Site Stabilization Scope of Work

If the impacted soil (assumes Hazardous Soil of approximately 11 cubic yards) exceeds landfill disposal concentrations, the impacted soil will be mixed in the roll-off containers and stabilized with a 15% by weight, approximately (3,300 pounds) of Portland Cement. Soil samples will be collected by Atlas and laboratory analyzed by a designated certified and qualified environmental laboratory. After laboratory results confirm that the landfill non-hazardous target values have been met, the soil will be manifested and transported to Savannah Regional Landfill for disposal. (*See Costs – Hazardous Soil – On-site Stabilization, Transportation & Disposal*).



TASK 3 – VERIFICATION AND WASTE PROFILE SAMPLING AND ANALYSES

Soil sampling will be collected and submitted for laboratory analysis as outlined below:

- Up to eight (8) verification soil samples will be collected at sidewall and bottom excavation locations and analyzed for total lead by EPA Method SW6010B to confirm soil remaining in-place in the vicinity of the excavation area are below reportable concentrations.
- Two (2) grab samples will be collected from the excavated waste soil and analyzed for total lead by EPA Method SW6010B to document the representative lead in soil concentration of the excavated material.
- Two (2) waste characterization samples will be collected of the excavated soil and analyzed for Soil pH, Flashpoint, toxicity characteristic leaching procedure (TCLP) for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), and metals by applicable methods to aid in waste characterization and profiling prior to arranging for offsite disposal at a local landfill.
- If the non-hazardous waste sampling exceeds the applicable thresholds for any of the samples, then onsite soil blending will be completed, and additional waste characterization samples will be required. Additional waste sampling will include two (2) analyses for Soil pH, Flashpoint, TCLP VOCs, TCLP SVOCs, and TCLP metals. Stabilization of the soil should result in the soils meeting applicable thresholds and the soil should be accepted for disposal at a designated local landfill.
- Up to two (2) representative soil samples will be collected from the “clean” backfill material brought onsite to document general soil quality. Sampling will include VOCs EPA Methods SW8260D, polynuclear aromatic hydrocarbons (PAHs) using EPA Method 8270C, and Resource Conservation and Recovery Act (8-RCRA) metals using EPA Method 6010/7471.

Samples will be placed in new laboratory-supplied, containers, and stored on ice until hand delivered under standard chain-of-custody procedures and directly submitted for analysis to Analytical Environmental Services, Inc. (AES) in Atlanta, Georgia.

TASK 4 – REPORTING

The findings derived from the above proposed activities will be documented in a final report that will include a description of the conducted field activities, explanations of any deviations from this proposal, photographs, copies of analytical results, and a site map showing the approximate limits of the excavation.

ASSUMPTIONS

This proposal is based on the following assumptions:

1. The property owner or client will obtain necessary permits from local and/or state governmental agencies prior to the start of excavation activities and will provide site access for completion of this work, as necessary.
2. All underground utilities within the work site will be marked by the Georgia Underground Utilities Locating Service and a private utility locating company prior to excavation activities.
3. It is assumed that the soil excavation will not encounter shallow groundwater that would necessitate stone for bridging of excavation during backfilling operations.



4. Excavation, loading of soil into roll-off containers, manifesting, transportation, and disposal of up to thirteen (13) tons of non-hazardous impacted soil, importing, placement, and machine compaction of backfill material, and restoration of site can be accomplished within two (2) working days including mobilization to site and de-mobilization from site.
5. Hazardous Soil – Onsite Stabilization, Transportation & Disposal includes excavation of approximately eleven (11) cubic yards (about 15 tons with stabilizer material added) of hazardous lead impacted soil, delivery and use of two (2) 20-cubic yard lined roll-off containers and two-week rental, pick-up and transportation to Republic Services, Savannah Regional Landfill, Savannah, GA including landfill disposal fees, 3,300 pounds of Portland Cement, necessary labor, equipment and materials for mixing and covering containers following mixing will require approximately two (2) additional working days including mobilization and de-mobilization.
6. Analytical results will be obtained on a standard turn-around time of 5 to 7 business days.
7. Access to the project area will be unrestricted and all activities can be performed on weekdays during normal business hours.

CONDITIONS

By Georgia State Law, the One-Call service must be notified to provide a mark-out of existing underground utilities prior to the start of our fieldwork. It is Atlas' understanding that there are no public utilities in the immediate vicinity of the work area at the site. If we are engaged to perform this study, we request that you forward to us all available information regarding existing utilities in the work area. Costs for a private utility locator subcontractor are included in this proposal as a precautionary measure.

FEE PROPOSAL

BUDGET – Non-Hazardous Impacted Soil

Atlas will provide all equipment, labor, subcontract costs and materials to provide the services as outlined in the Scope of Work Section – Non-Hazardous Soil of this proposal for a Lump Sum Cost of Twenty-One Thousand-Two Hundred Dollars (\$21,200.00).

BUDGET – Hazardous Soil – On-Site Stabilization, Transportation & Disposal

Atlas will provide all equipment, labor, subcontract costs and materials to provide the additional services for stabilization of Hazardous Lead Impacted Soil including one (1) day rental of B-55 Mini-excavator, 3,300 pounds of Portland Cement, and other materials for mixing and covering containers following mixing as outlined in the Scope of Work Section of this proposal for a Lump Sum Cost of Eight Thousand-Seven Hundred and Fifty Dollars (\$8,750.00).

Additional costs for management of additional soil beyond this amount will be completed on a time and materials (T&M) basis in a change order provided for client approval. Applicable Consulting and Contractor Fee Schedules are attached.



Jason Boyles, Assistant City Manager
November 17, 2021
Page 5

PROJECT AUTHORIZATION

Atlas is prepared to perform these services according to the scope of services described herein and upon your written notification to proceed. If this proposal is acceptable, please complete, sign, and return the attached Standard Agreement for Services via email. Atlas will execute the agreement and return a copy for your files.

Thank you for the opportunity to provide a proposal for this project. If you have any questions or require further information, please email Calvin Johnson (calvin.johnson@oneatlas.com) or Morgan Mullins (morgan.mullins@oneatlas.com) or call 770.263.5945. Thank you again for your consideration.

Respectfully submitted,

ATLAS TECHNICAL CONSULTANTS LLC

A handwritten signature in blue ink, appearing to read "Russell Small". The signature is fluid and cursive, written over a light blue circular watermark that contains the text "ATLAS TECHNICAL CONSULTANTS LLC".

Russell Small
Southeast Region Vertical Program Manager
russell.small@oneatlas.com

Attachments: Atlas Consulting Fee Schedule
Contractor Fee Schedule
Atlas Standard Agreement for Services

ATLAS CONSULTING FEE SCHEDULE

ATLAS TECHNICAL CONSULTANTS LLC
2021 HOURLY RATE SCHEDULE (9/19/21)

CLASSIFICATION RATE PER HOUR

Principal.....	\$0.00
Department Head.....	\$210.00
Senior Professional (PE)/Program Manager.....	\$175.00
Senior Professional Geologist (PG)/Project Manager.....	\$150.00
Registered Landscape Architect.....	\$125.00
Designer/Landscape Architect.....	\$100.00
Staff Engineer.....	\$100.00
Staff Geologist.....	\$90.00
Design/Survey Technician/CADD Operator.....	\$75.00
Senior Construction Inspector.....	\$85.00
Construction Inspector.....	\$80.00
Senior Field Technician.....	\$75.00
Field Technician.....	\$70.00
Clerical.....	\$60.00
Survey Crew (2 people).....	\$130.00
Survey Crew (1 person and robotic instrument).....	\$100.00

A 15% markup will be added to all expenses

CONTRACTOR FEE SCHEDULE

CONTRACTOR FEE SCHEDULE

(ADDITIONAL UNIT PRICES)

Mobilization of equipment and labor:	\$ 800.00 per time
Senior Equipment Operator/ Job Supervisor: (Including benefits)	\$ 75.00 per hour
Junior Equipment Operator: (Including benefits)	\$ 50.00 per hour
Laborers: (Including benefits)	\$ 40.00 per hour
Number B-55 Series Excavator: <i>(8-hour minimum based on daily rental)</i>	\$ 900.00 per day
TL-10 Skid Steer: <i>(8-hour minimum based on daily rental)</i>	\$ 750.00 per day
20 cubic Roll-Off Container: <i>(Delivery, 2-week rental, transportation to landfill)</i>	\$ 900.00 per unit
Service truck:	\$ 165.00 per day
Mileage:	\$.58 per mile
“Clean” Replacement Soil: (including trucking -16 Ton minimum)	\$ 250.00 per load
Materials:	\$ Cost plus 15 %
Fuel Service charge: <i>(per unit of equipment)</i>	\$ 75.00 per day
Per Diem: <i>(per man)</i>	\$ 165.00 per day

ATLAS STANDARD AGREEMENT FOR SERVICES

ATLAS STANDARD AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2021 between the City of Statesboro, with its principal place of business located at _____, Statesboro, Georgia _____ (hereinafter referred to as "Client"), and **Atlas Technical Consultants LLC** with its local place of business located at 2450 Commerce Avenue, Duluth, Georgia 30096 (hereinafter referred to as "ATLAS").

WITNESSETH:

WHEREAS, Client requires certain services and ATLAS possesses knowledge, experience and technical resources to provide such services.

WHEREAS, Client desires to contract with ATLAS and ATLAS desires to accept and perform such services;

NOW THEREFORE, Client and ATLAS, in consideration of the terms, covenants, recitals and conditions herein contained, hereby agree as follows:

1. **Services.** ATLAS hereby agrees to provide certain Services as defined and set forth in Exhibit "A" Scope of Services, which is attached hereto and incorporated herein by reference.

2. **Compensation.** In consideration of the Services to be rendered by ATLAS under this Agreement, Client agrees to pay ATLAS in accordance with the labor categories and fees listed in Exhibit "B" – *Fee Schedule*, which is attached hereto and incorporated herein by reference.

3. **Payment for Services.** Client agrees to pay invoices within thirty (30) days of receipt. Interest at the rate of one and one-half percent (1.5%) per month shall be payable on any amounts which are due but unpaid after thirty (30) days after receipt of such invoice. ATLAS reserves the right to suspend the performance of Services, or to immediately terminate this Agreement in the event any invoice remains unpaid for sixty (60) days. In the event it is necessary for ATLAS to utilize the services of an attorney for the collection of unpaid amounts, Client agrees to pay ATLAS's reasonable attorney's fees directly attributable to such collection efforts.

4. **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate of ATLAS and ATLAS's officers, directors, partners, employees, agents and subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of ATLAS or ATLAS's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total actual compensation received by ATLAS pursuant to this Agreement, or the total amount of \$10,000.00, whichever is greater.

5. **Standard of Care.** Services provided by ATLAS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

6. **Delays.** ATLAS agrees to make good faith efforts to comply with reasonable schedule requirements requested by Client. Notwithstanding the foregoing, ATLAS shall not be responsible for delays caused by factors beyond ATLAS's control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of ATLAS's services or instrumentalities of service, or delays caused by faulty performance by Client or by contractors of any level.

7. **Indemnification.** ATLAS agrees to indemnify and hold Client harmless from and against suits, claims, liabilities, costs and expenses to the extent resulting from the negligent acts, errors or omissions of ATLAS, its officers, agents and employees.

8. **Independent Contractor Status.** It is understood and agreed between the parties hereto that ATLAS (including any agents, employees, subcontractors, successors and assigns of ATLAS), in the performance of services under this Agreement, shall act as an independent contractor and not as an officer, agent, or employee of Client. ATLAS acknowledges responsibility for all federal, state, and local requirements for employers which apply to ATLAS.

9. **Records.** ATLAS shall maintain detailed records of its Services relating to this Agreement and shall make such records, including all accounts, bills, and vouchers relative thereto, available to Client and internal and external auditors for the purposes of making audits, examinations, excerpts, and transcriptions. Such records shall be maintained for a minimum of three (3) years following completion of Services under this Agreement and all other pending matters are closed.

10. **Jurisdiction and Venue.** Client and ATLAS stipulate that the laws of the State of Georgia shall govern any dispute between the parties, and that jurisdiction and venue shall be determined exclusively on the basis of the location of the local office of ATLAS out of which this Agreement arises.

11. **Employment.** Client warrants that, during the term of this Agreement and for a period of one year subsequent to its termination, neither Client nor any of its affiliates, successors or assigns will employ or enter into a contractual relationship with any person who is a regular or contract employee of ATLAS.

12. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of Client and ATLAS and their respective successors and assigns. ATLAS shall have the right to assign this Agreement without Client's prior written consent in the event ATLAS shall hereafter affect a corporate reorganization, consolidate with, or merge into, any entity that controls, is controlled by, or is in common control with the ATLAS.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between Client and ATLAS with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral contracts between Client and ATLAS respecting the subject matter hereof. All individuals executing this Agreement on behalf of Client hereby expressly warrant that they are specifically authorized to execute same on behalf of Client.

14. **Amendment of Agreement.** This Agreement may be altered or amended only by written instrument signed by Client and ATLAS.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

CLIENT:

CITY OF STATESBORO

ATLAS TECHNICAL CONSULTANTS LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CITY OF STATESBORO



COUNCIL

Phil Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5

Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

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

To: Charles Penny, City Manager
Jason Boyles, Assistant City Manager

From: John Washington, Director of Public Works and Engineering

Date: November 29, 2021

RE: CIP – South Main Street (Blue Mile) Phase 1 - Streetscape Improvements
Utility Relocation Fee – Georgia Power Company

Policy Issue: Purchasing

Recommendation:

Consideration of a Motion to Authorize the Mayor to execute an agreement with Georgia Power Company (GPC) for reimbursement of funds in the amount of \$144,746.00 for utility relocation by GPC associated with the South Main Street/Blue Mile Streetscape Improvements.

Background:

In the early phase of project planning, City staff was prepared to include utility relocation in the project costs. However, GPC performed prior rights research for the S. Main Street corridor (GA73, US 25, US301) between Tillman Road and Brannen Street and discovered the existing GPC Distribution pole line along this corridor was installed under a GDOT permit which does not give GPC any compensable rights. Therefore, relocation work of the existing GPC distribution line for this project was performed at no cost to GDOT or the City of Statesboro.

Upon construction it was discovered that the “no-cost” relocation of overhead facilities also includes relocation of overhead power lines on the east side of the road, which is contrary to initial discussion with GPC. To ensure a more aesthetically pleasing and compatible project the utility infrastructure on the east side of South Main Street will be relocated underground. Underground utilities are treated as a “beautification” request and, per the Franchise Agreement between Georgia Power Company and the City of Statesboro, is 100% reimbursable to GPC. The proposed expense will be paid by 2018 TSPLOST Funds.

Budget Impact: 2018 TSPLOST

Council Person and District: Paulette Chavers, District 2; Venus Mack, District 3

Attachments: GPC Email and Quote

Blue Mile Project - East Side Overhead Removal

1 message

Long, Richard D. <RDLONG@southernco.com>
To: John Washington <john.washington@statesboroga.gov>
Cc: David Moyer <david.moyer@statesboroga.gov>, Dan Chicola <dan_chicola@emc-eng.com>

Mon, Nov 8, 2021 at 4:50 PM

John –

I have completed my engineering and cost estimating for the removal of all overhead facilities currently located along the east corridor of the Blue Mile Project.

The scope of this work is as follows:

- Remove existing overhead facilities located on the eastern side and within the R/W of South Main Street between E. Kennedy Street and Bennett Street.
- New service poles will be installed 1' inside private property at approximately STA 10+30R, STA 12+26R, STA 12+68R, and STA 13+61R.
- New UG facilities between these locations will be installed in the back 2-3' of the existing R/W.
- A new transformer pole will be installed at STA 14+34L and new UG will be installed under S. Main Street to the proposed service pole at STA 13+61R.

Here is some background information regarding relocations costs:

- GPC performed prior rights research for the S. Main Street corridor (GA73, US 25, US301) between Tillman Road and Brannen Street.
- The existing GPC Distribution pole line along this corridor was installed under a GDOT permit which does not give GPC any compensable rights.
- Relocation work of the existing GPC distribution line for this project was performed at no cost to GDOT or the City of Statesboro.
- The follow up request to not install any overhead facilities along the eastern side of the R/W will be treated as a "beautification" request.
- Beautification, per the Franchise Agreement between Georgia Power Company and the City of Statesboro, is 100% reimbursable to GPC.

The estimated cost to perform the work covered in this proposal is ~~\$267,286~~.

If this proposal is accepted, GPC will require an executed relocation agreement from the City of Statesboro and payment up front before any work can begin.

Please let me know if you have any questions or would like to meet to discuss this proposal.

Thanks,

Rick Long

Engineer, SR

Georgia Power

3102 Kilowatt Drive

Savannah, GA 31405

BIN# 73820

912-547-0660



RE: Blue Mile Project - East Side Overhead Removal

1 message

Long, Richard D. <RDLONG@southernco.com>
To: John Washington <john.washington@statesboroga.gov>

Mon, Nov 29, 2021 at 9:08 AM

John –

We are preparing the agreement today and I hope to have it e-mailed to you by tomorrow.

There was an error in my initial estimate that has now been corrected.

The revised amount for this work is now \$144,746.

Thanks,

Rick Long
Engineer, SR
Georgia Power
3102 Kilowatt Drive
Savannah, GA 31405
BIN# 73820
912-547-0660



From: John Washington <john.washington@statesboroga.gov>
Sent: Tuesday, November 23, 2021 6:49 PM
To: Long, Richard D. <RDLONG@southernco.com>
Subject: Re: Blue Mile Project - East Side Overhead Removal

EXTERNAL MAIL: Caution Opening Links or Files

Rick,

I will need the agreement asap for review. Also, I will need to get the agreement to the City Manager for him to get on the 12/7 council agenda. Let me know if you can get it to me this week.

Thanks,



John Washington, PE, RLS
Director - Public Works and Engineering
City of Statesboro
Phone: 912-764-0681 ext. 1658
john.washington@statesboroga.gov

On Fri, Nov 19, 2021 at 9:52 AM Long, Richard D. <RDLONG@southernco.com> wrote:

John –

I hope to have this agreement e-mailed to you next week. I will make sure this gets done quickly so you can proceed with council approval.

The only change I have made is that we will bill for this work based on actual charges at the completion of our work instead of payment in full up front.

The agreement submitted to you for signatures will be a “not to exceed” type agreement.

Thanks,

Rick Long
Engineer, SR
Georgia Power
3102 Kilowatt Drive
Savannah, GA 31405
BIN# 73820
912-547-0660



From: John Washington <john.washington@statesboroga.gov>
Sent: Tuesday, November 16, 2021 12:15 PM
To: Long, Richard D. <RDLONG@southernco.com>
Subject: Re: Blue Mile Project - East Side Overhead Removal

EXTERNAL MAIL: Caution Opening Links or Files

Rick,

Please send the agreement as soon as you can. I will have to draft a memo and submit it to the City Manager for review before getting the document on the council agenda. I want to submit the action at the first council meeting in December.

Thanks,



John Washington, PE, RLS
Director - Public Works and Engineering
City of Statesboro
Phone: 912-764-0681 ext. 1658
john.washington@statesboroga.gov

On Mon, Nov 8, 2021 at 5:02 PM Long, Richard D. <RDLONG@southernco.com> wrote:

Will do.

Thanks,

Rick Long
Engineer, SR
Georgia Power
3102 Kilowatt Drive
Savannah, GA 31405
BIN# 73820
912-547-0660



From: John Washington <john.washington@statesboroga.gov>
Sent: Monday, November 8, 2021 5:02 PM
To: Long, Richard D. <RDLONG@southernco.com>
Cc: David Moyer <david.moyer@statesboroga.gov>; Dan Chicola <dan_chicola@emc-eng.com>; Jeremy R. Hart <Jeremy_Hart@emc-eng.com>; Andrew Grimes <andrew.grimes@statesboroga.gov>
Subject: Re: Blue Mile Project - East Side Overhead Removal

EXTERNAL MAIL: Caution Opening Links or Files

Rick,

This proposal is acceptable. I would like to have the City's design consultant confirm the changes and I will need council approval to spend the funds identified in the agreement. If you will please send me the agreement, I will try to get it on the next council meeting agenda.

Thank you,



John Washington, PE, RLS
Director - Public Works and Engineering
City of Statesboro
Phone: 912-764-0681 ext. 1658
john.washington@statesboroga.gov

On Mon, Nov 8, 2021 at 4:50 PM Long, Richard D. <RDLONG@southernco.com> wrote:

John –

I have completed my engineering and cost estimating for the removal of all overhead facilities currently located along the east corridor of the Blue Mile Project.

The scope of this work is as follows:

- Remove existing overhead facilities located on the eastern side and within the R/W of South Main Street between E. Kennedy Street and Bennett Street.
- New service poles will be installed 1' inside private property at approximately STA 10+30R, STA 12+26R, STA 12+68R, and STA 13+61R.
- New UG facilities between these locations will be installed in the back 2-3' of the existing R/W.
- A new transformer pole will be installed at STA 14+34L and new UG will be installed under S. Main Street to the proposed service pole at STA 13+61R.

Here is some background information regarding relocations costs:

- GPC performed prior rights research for the S. Main Street corridor (GA73, US 25, US301) between Tillman Road and Brannen Street.
- The existing GPC Distribution pole line along this corridor was installed under a GDOT permit which does not give GPC any compensable rights.
- Relocation work of the existing GPC distribution line for this project was performed at no cost to GDOT or the City of Statesboro.
- The follow up request to not install any overhead facilities along the eastern side of the R/W will be treated as a "beautification" request.

- Beautification, per the Franchise Agreement between Georgia Power Company and the City of Statesboro, is 100% reimbursable to GPC.

The estimated cost to perform the work covered in this proposal is **\$267,286**.

If this proposal is accepted, GPC will require an executed relocation agreement from the City of Statesboro and payment up front before any work can begin.

Please let me know if you have any questions or would like to meet to discuss this proposal.

Thanks,

Rick Long
Engineer, SR
Georgia Power
[3102 Kilowatt Drive](#)
[Savannah, GA 31405](#)
BIN# 73820
912-547-0660



November 30, 2021

City of Statesboro
John Washington, Director of Public Works & Engineering
50 East Main Street
Statesboro, GA 30458

Re: PI# 0012996 - SOUTH MAIN STREET STREETScape (BLUE MILE PROJECT) L8253
(“Project”)

Dear Mr. Washington:

Please find enclosed a Relocation Agreement with respect to the above-referenced project. As you will note in the Relocation Agreement, the total estimated cost for the relocation of the distribution facilities associated with the Project is \$144,746.00 (the “Payment Amount”). In accordance with the Franchise Agreement and any amendments thereto between Georgia Power Company and the City, the City must bear one hundred percent (100%) of the estimated cost of relocation of any distribution facilities not located within the streets, alleys and /or public places of the City (“City Property”) or not otherwise eligible for relocation at Georgia Power’s expense per the Franchise Agreement.

Georgia Power will relocate at its expense any distribution facilities associated with the Project that are located on City Property or are otherwise eligible for relocation at Georgia Power’s expense per the Franchise Agreement. If you believe the City is eligible for such relocation at Georgia Power’s expense, you must provide evidence that the City owns the property within which Georgia Power’s distribution facilities are located. Such evidence may include real property deeds, condemnation records or evidence of acceptance of express dedication.

Both the total estimated cost for relocation and the Payment Amount are valid only for a period of one (1) year following the date set forth on the enclosed estimate. Further, Georgia Power will not commence any work unless, prior to the date that is one (1) year following the date set forth on the enclosed estimate, the City executes and returns the enclosed Relocation Agreement, makes payment to Georgia Power of the Payment Amount, and authorizes commencement of the work.

If you have any questions, please contact Rick Long at (912) 547-0660.

Sincerely,



Monica R. Kimber
(404) 506-4410
mrkimber@southernco.com

UTILITY RELOCATION AGREEMENT

PROJECT NAME: SOUTH MAIN STREET STREETSCAPE
(BLUE MILE PROJECT) L8253

PROJECT NUMBER: 0012996

GDOT PROJECT NUMBER: _____

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20__, by and between **CITY of STATESBORO**, State of Georgia (hereinafter referred to as the “City”), and **GEORGIA POWER COMPANY** (hereinafter referred to as the “Company”). This Agreement may refer to either City or Company, or both, as a “Party” or “Parties.”

WITNESSETH:

WHEREAS, the City proposes under the above written Project to construct SOUTH MAIN STREET STREETSCAPE (BLUE MILE PROJECT) L8253 (hereinafter referred to as the “Project”); and

WHEREAS, due to the construction of the Project, it will become necessary for the Company to remove, relocate or make certain adjustments to the Company’s existing facilities (such facilities, including but not limited to overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, facilities, wires, transformers, service pedestals, apparatus, manholes, conduits, fixtures, appliances, cables, protective wires and devices all being hereinafter referred to collectively as the “Facilities” or individually as the “Facility”); and

WHEREAS, the Company, as hereinafter provided, may assert that it has certain property interests and rights and utilized such property interests and rights for the placement of its Facilities prior in time to City’s acquisition of the road right(s)-of-way, all as involved in said Project; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

Section 1. THE WORK.

1.1 **Company Facilities.**

Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during the term of this Agreement), and working in accordance with the terms of its agreements with such employees, will remove, relocate or make adjustments to its Facilities in accordance with the scope of work and Estimate (defined below) attached hereto as Exhibit “A” and incorporated herein by reference (the “Work”). Company shall make all technical decisions concerning the Work and may elect to contract any portion of the Work.

1.2 Road Right-of-Way.

Prior to Company commencing the Work, City will provide written assurances to Company that it has acquired the necessary new road right-of-way (including information on the property rights acquired).

1.3 Traffic Control.

Company shall make a reasonable effort to provide signing and other traffic control measures during the Work, in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the City.

Section 2. COSTS AND PAYMENT.

2.1 Compensable Property Interests.

Company shall perform the Work in accordance with the estimate attached hereto as Exhibit "A" and incorporated herein by reference (the "Total Estimate"). The total amount of the Total Estimate is ONE HUNDRED FORTY-FOUR THOUSAND, SEVEN HUNDRED FORTY-SIX Dollars (\$144,746.00). The amount of the Total Estimate that corresponds to Company's claim that it has compensable property interests with respect to the Project (the "Reimbursement Claim") is ONE HUNDRED FORTY-FOUR THOUSAND, SEVEN HUNDRED FORTY-SIX Dollars (\$144,746.00), otherwise reflected as **one hundred percent (100%)** of the Total Estimate. The Reimbursement Claim is limited to: (a) the costs of removing, relocating or adjusting those Facilities which are physically in place and in conflict with the proposed construction and/or maintenance; (b) where replacement is necessary, the costs of replacement in kind, and any improvements or betterments made necessary by the proposed construction and/or maintenance; and (c) the costs incurred in acquiring additional easements or private rights-of-way, including without limitation easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities (collectively, the "Relocation Costs").

The cost of any improvements or betterments that are not made necessary by the proposed construction or maintenance shall not be subject to the percentage split contemplated above. Such costs shall be paid as follows: (a) the costs of any improvements or betterments of a Facility being made solely at Company's option (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by Company; and (b) the costs of any improvements or betterments of a Facility being made solely at City's request (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by City.

Upon completion by Company of the Work and subject to determination of Company's Prior Rights Claim in accordance with Sections 3 and 4 below, City will pay Company a sum equal to the lesser of (a) ONE HUNDRED FORTY-FOUR THOUSAND, SEVEN HUNDRED FORTY-SIX Dollars (\$144,746.00), otherwise reflected as **one hundred percent (100%)** of the Total Estimate and representing the aforementioned Reimbursement Claim, or (b) the corresponding percentage of actual Relocation Costs representing Company's compensable

property interests with respect to the Project. City will also pay Company for the costs of any improvements or betterments of a Facility being made solely at City's request and not being made necessary by the proposed construction and/or maintenance.

2.2 **Progress Payments.**

If Company chooses to submit invoices for progress payments, City will pay same within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the City. Upon completion of the Work, Company shall submit a final bill to City and City shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification thereof by the City.

2.3 **Change in Scope.**

In the event there is a change in the Project, including without limitation a change in scope, design, plans, service, property interests to be acquired, engineering or costs, due to either (a) events or circumstances beyond Company's reasonable control, or (b) City's request, the Parties will negotiate in good faith a mutually acceptable agreement or amendment to this Agreement, in writing, to address such change and any increase in costs above those set forth in the Estimate.

Section 3. DETERMINATION OF COMPENSABLE PROPERTY INTEREST

3.1 If Company determines it has compensable property interests with respect to the Project, Company will submit a Reimbursement Claim. The Parties agree that they will in good faith share non-privileged information with each other related to the issue of prior rights for the Project. If City determines that Company's evidence is insufficient to make a determination as to Company's compensable property interests and the percentage of the Relocation Costs to be paid by Company based upon such compensable property interests, City will provide Company with a written basis for such insufficiency and request that Company provide additional information. City will make a determination as to any asserted Reimbursement Claim before the earlier of: (a) the date that is thirty (30) days after receipt of the Reimbursement Claim; and (b) the date on which Company needs to commence the Work in order to prevent a Project delay (the "Commencement Date").

3.2 In the event that a determination cannot reasonably be made prior to the Commencement Date, provided that City certifies in writing to Company that the Project is time-sensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines, Company will commence the Work without a written determination having been made. In such case, the Party's rights, claims and defenses with regard to the issue of compensable property interests and prior rights will not be waived or affected in any manner. If City does not thereafter make a determination regarding the Reimbursement Claim within six (6) months from the date of City's receipt of same, the Reimbursement Claim will be deemed approved by City.

Section 4. DISPUTE RESOLUTION.

4.1 Disagreement.

If Company disagrees with City's determination with regard to the Reimbursement Claim and the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to Section 4.2 below.

4.2 Dispute Notice.

Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim (the "Dispute Notice"), each of the Parties will appoint a designated representative who has authority to settle the dispute (or who has authority to recommend to the governing body of such Party a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If within sixty (60) days after issuance of a Dispute Notice (a) the Parties are unable to resolve issues related to the dispute, or (b) City fails to approve any tentative agreement reached, the Parties agree to participate in confidential, non-binding mediation pursuant to Section 4.3 below, it being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 4.

4.3 Mediation.

If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 4.2, the Parties agree to participate in confidential, non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. In the event the Parties are unable to agree on a third party mediator within ninety (90) days of issuance of the Dispute Notice, each Party shall designate a mediation representative, and the two mediator representatives shall in good faith select a third party mediator. Each Party shall be responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to the mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. Nothing contained herein, however, will preclude the Parties from first seeking temporary injunctive or other equitable relief. The Parties agree that any statute of limitations, equity or other time-based periods shall be tolled as of and from the date of the Dispute Notice until a complaint, if any, is filed.

Section 5. VERIFICATION.

5.1 Material Discrepancy.

For purposes of this Section 5, “Verification” means that City has reasonably determined that there is a material discrepancy between Company’s invoiced charges and City’s calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, City agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should City fail to provide such documentation within the specified time period, City must pay the disputed amount. City must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. City must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of Company.

5.2 Audit.

At any time within thirty-six (36) months after the date of final payment, City, at its sole expense, may audit the non-privileged cost records, support documentation and accounts of Company pertaining to this Project to solely assess the accuracy of the invoices submitted by Company and notify Company of any amount of any unallowable expenditure made in the final payment under this Agreement, or, if no unallowable expenditure is found, notify Company of that fact in writing. Any such audit will be conducted by representatives of City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to Company and during regular business hours at the offices of Company in a manner that does not unreasonably interfere with Company’s business activities and subject to Company’s reasonable security requirements. As a prerequisite to conducting such audit, City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign Company’s Nondisclosure Agreement. Company may redact from its records provided to City information that is confidential and irrelevant to the purposes of the audit. Company will reasonably cooperate in any such audit, providing access to Company records that are reasonably necessary to enable City to test the accuracy of the invoices to which the audit pertains, provided that City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from City (based on the mutually agreed upon audit results), City may set off the amount of such bill against the amounts owed Company on any then-current contract between Company and City. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 4.2 and 4.3 will govern the resolution of the dispute. City may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

Section 6. CITY AS PARTY.

City acknowledges that this Agreement is “proprietary” in nature under applicable Georgia law, as permitted by O.C.G.A. § 36-60-13(j), and not “governmental” or “legislative,”

as prohibited by O.C.G.A. § 36-30-3(a). City further represents and warrants that this Agreement will comply with all applicable laws concerning City actions and approvals and execution of binding agreements. City covenants to undertake all actions necessary to bind City.

Section 7. COMMENCEMENT AND TERMINATION CONDITIONS

Company is not obligated to commence the Work until Parties agree on the removal, relocation and/or adjustment to Company's facilities required by the Project. If City fails to authorize commencement of the Work by November 30, 2022, Company will have no obligation to begin the Work and may terminate this Agreement without penalty by providing City with notice in writing. If City fails to sign and return this Agreement to Company by November 30, 2022, any offer made by Company pursuant to the Agreement is automatically revoked and the agreement is void and of no effect.

Section 8. MISCELLANEOUS PROVISIONS.

Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties, and all prior oral agreements are superseded and integrated into this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the Parties. The Parties agree that this Agreement shall be deemed to have been executed in Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

ATTEST:

City of Statesboro, GEORGIA

By: _____

By: _____

Title: _____

Mayor

Witness: _____

(SEAL)

Notary: _____

(SEAL)

Approved as to Form by:

**City of Statesboro Department of
Transportation**

ATTEST:

GEORGIA POWER COMPANY

By: _____

By: _____

Title: _____

Title: Centralized Engineering Svcs Manager

Witness: _____

Date: _____

Notary: _____

(SEAL)

[Give proper title of each person executing Agreement. Attach seal as required.]

Headquarters	: CENTRALIZED DISTR. SVCS	W.O. Number	: GP892H17421
Rep Allow	: No	P.E.	: 7030 01 WR# :
Customer	: GDOT - CITY OF STATESBORO PI#0012996	Job Reference	: 3644721
Address	: SOUTH MAIN STREET PI#0012996	Job Type	: H-HIGHWAY RELOCATIONS OH / UD
Town	: STATESBORO	Type Customer	: DOT PROJECTS OH/UD REIMBURSIBLE & NON
Home Phone	:	Blanket	: No
Map Number	:	Substation	:
Estimate Name	: ORIGINAL	Circuit	:
Date Last Est	: 29-NOV-2021	Charge Account	: H17421-GP892-300-00000
Engineer	: LONG,RICHARD D	Credit Account	: H17421-GP892-300-99992
Committed Service Date	:	CSS Bill Acct#	:

Job Description : Relocations of distribution facilities along east side of South Main Street due to project changes.

Driving Directions :

Permits/Notification(s) :

Total Estimated External Charges Included Below:					\$0
Billing:	Fixed	Joint Use	Out Of Ratio	Customer Contribution	
	\$0	\$0	\$0	\$0	
MANHOURS:	Onsite	Travel	Headquarters	Total	
Company	291.26	58.35	29.34	378.95	
Contractor	449.27	88.29	44.11	581.67	
			Total Estimated:	960.62	

Labor Multiplier :	1.25	Comment :	GDOT PROJECT				
Travel :	0.00	HQ :	0.00	EOH Labor :	0.00	EOH Matl :	0.00
Cost Summary		Plant	Transformers	Meters	Maint	Removal	Total
Company Labor		\$17,061	\$366	\$0	\$1,659	\$11,909	\$30,995
Contract Labor		\$33,646	\$0	\$0	\$0	\$0	\$33,646
Company Material		\$13,984	\$8,851	\$0	\$0	\$0	\$22,835
Contractor Material		\$0	\$0	\$0	\$0	\$0	\$0
Company Equipment		\$6,824	\$147	\$0	\$663	\$4,763	\$12,397
Contractor Equipment		\$0	\$0	\$0	\$0	\$0	\$0
Engr Supv OH		\$32,897	\$4,307	\$0	\$0	\$7,669	\$44,873
Subtotal		\$104,412	\$13,671	\$0	\$2,322	\$24,341	\$144,746
Blanket							\$0
Salvage		\$0	\$0	\$0	\$0	\$0	\$0
Total		\$104,412	\$13,671	\$0	\$2,322	\$24,341	\$144,746

Total WO Bill :							\$0
Total Net Cost :							\$144,746
Incidental Maint :	\$2,835	Revenue :	\$0	Total Ratio :	0.00		
Rate :		Loc Cost :	\$0	Local Ratio :	0.00		
TVM Amount :	\$0	CPS Amount :	\$0	Sales Tax :	\$0	Profit :	\$0
Total Bill Amount :	\$0			EFOC :	\$0		

Approvals	Date	Completed By	Date
Auth :		_____	
Close :		_____	

Reconcile Material Report

Date: Nov 29, 2021 08:55:57 AM

Work Order Number : GP892H17421
 Reference Number : 3644721
 Estimate Name : ORIGINAL
 Engineer Name : LONG,RICHARD D

Out of Tolerance	Commodity Id	Maximo Item	Unit	Total Estimate	Net Issues	Total Est Cost	Reconcilable Ind	Commodity Description	Obsolete Ind	Wire & Cable Ind
	C-13122	111773	EA	4	0	\$78	N	CONN - 6WAY FOR SVC PED - 500 MCM	N	N
	C-636	112232	EA	1	0	\$115	N	SECONDARY PEDESTAL - ACCEPTS CONDUITS	N	N
	L-5990	123287	EA	1	0	\$5	N	LOCK BRONZE SHORT SHAC	N	N
	1270431	1270431	FT	332	0	\$113	N	WIRE-UD CABLE, #8 AL, 600V UG SURESEAL, DUPLX, 7STR	N	Y
	128422	128422	EA	1	0	\$163	N	BRACKET; TYPE: FIBERGLASS TRIMOUNT FOR MOUNTING 3 CUTOUTS & 3 ARRESTERS	N	N
X	1298225	1298225	EA	5	0	\$329	Y	CUTOUT POLYMER-100A 27KV LOADBUSTER 125KV BIL	N	N
	F-8920	406682	EA	1	0	\$3	N	FUSE-LINK TYPE KS 5A	N	N
	F-8940	407427	EA	1	0	\$3	N	FUSE-LINK TYPE KS 10A	N	N
	W-5532	409612	LB	94	0	\$181	N	WIRE 2ACSR 6/1 110#	N	Y
	F-8950	412740	EA	3	0	\$9	N	FUSE-LINK TYPE KS 15A	N	N
X	T-82550	423807	EA	1	0	\$824	Y	T 25 7.2-120/240	N	N
X	T-82570	423810	EA	1	0	\$1,481	Y	T 50 7.2-120/240	N	N
X	B-9438	425385	EA	3	0	\$126	Y	BRKT-INSUL 1-POST F'GLASS 2X26"	N	N
X	A-6160	430825	EA	5	0	\$106	Y	ARRESTER-LIGHTNING 10KV -MOV	N	N
	432352	432352	LB	26	0	\$107	N	WIRE GROUND LEAD #6 CU SOLID BARE	N	Y
	W-15600	432381	LB	7	0	\$28	N	WIRE WP CU #1/0 7STR	N	Y
	W-15680	432382	LB	30	0	\$121	N	WIRE WP CU #4/0 7STR	N	Y
	W-13570	432384	FT	40	0	\$20	N	WIRE-TRANS RISER #6 SOL POLY COVR	N	Y
	W-12230	432390	FT	132	0	\$284	N	WIRE UD 4/0 UQA 600V 4 C	N	Y
	W-12294	432394	FT	1,012	0	\$5,009	N	UD CABLE QUADPLX 4C 500 MCM AL	N	Y
X	432923	432923	EA	1	0	\$352	Y	POLE 50FT CL2	N	N
X	433608	433608	EA	1	0	\$263	Y	POLE 45FT CL3	N	N
X	B-9312	434616	EA	1	0	\$155	Y	BKT-CLUS 50KVA-75KVA - WING TYPE	N	N
X	T-82581	434625	EA	3	0	\$5,528	Y	T 75 7.2KV120/240 /T	N	N
X	C-7905	435922	FT	605	0	\$1,712	Y	CONDUIT - SPOOLED 4" HDPE (625' REEL) SDR 13.5	N	N
X	436003	436003	EA	4	0	\$454	Y	POLE 35FT CL5	N	N

Date: Nov 29, 2021 08:55:57 AM

Reconcile Material Report

Out of Tolerance	Commodity Id	Maximo Item	Unit	Total Estimate	Net Issues	Total Est Cost	Reconcilable Ind	Commodity Description	Obsolete Ind	Wire & Cable Ind
	A-4920	436292	EA	1	0	\$172	N	ARM, DE, 8' Fiberglass W/GAIN & CLEVIS-EYE	N	N

Date : 29-Nov-2021 08:55 AM

Work Location Summary Report



Job Ref # : 3644721
 Applicant Name : GDOT - CITY OF STATESBORO
 PI#0012996

ALL LOCATIONS

Work Order # : GP892H17421

Estimate Name : ORIGINAL

Job Address : SOUTH MAIN STREET PI#0012996

Estimate Description : REPLACE OH LINES ON EAST SIDE OF SOUTH MAIN STREET WITH UG SERVICES.

Work Function	Special Processing	Local Cost	Unit Identification	Qty	Ret Ind	Description	Contractor Name
*** Work Location : 25.01		Description :					
		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 12	Rmv Dsgn Volt Num : 25		Rmv Op Volt Num : 12	
		Energized : Y	Inaccessible : N	Rock/Swamp : N		Est Co ManHour : 18.30	Est Cont ManHours : 0.00
INSTALL	NONE		SETUP	3	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
REMOVE	NONE		PDDJUMPER1	1	N	PRIMARY DOUBLE DEADEND JUMPER LABOR 1 PH - VAR CONDUCTOR	
REMOVE	NONE		PL453SG	1	Y	POLE WOOD CCA 45 FT CL 3 W' SECT GND	
REMOVE	NONE		PN222C	148	Y	2PH PRI-NEUTRAL (2-2ACSR&1-2ACSR)	
REMOVE	NONE		PNDV2	1	N	PRI-NEUT DEADEND VERTICAL 2 PH	
REMOVE	TRANSFER		LT2DIR	1	N	ST LT-BKT 15 IN X 2 IN FOR DIR FLOOD LT	
REMOVE	TRANSFER		LTLEDFLOODACUITY250	1	Y	LUMINAIRE LED ACUITY ACP1 LED FLOOD, 254 W, 6X6, BRONZE, 120-277V, 4000K 38269 LM	

*** Work Location : 35.01		Description :					
		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 12	Rmv Dsgn Volt Num : 25		Rmv Op Volt Num : 12	
		Energized : Y	Inaccessible : N	Rock/Swamp : N		Est Co ManHour : 22.35	Est Cont ManHours : 0.00
INSTALL	NONE		SETUP	3	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
REMOVE	NONE		PB2F	1	N	PRI BRKT F'GLASS 2 PHASES (B-9445) 2" X 60" (W'OUT PIN INSULS)	
REMOVE	NONE		PL453SG	1	Y	POLE WOOD CCA 45 FT CL 3 W' SECT GND	
REMOVE	NONE		PN222C	78	Y	2PH PRI-NEUTRAL (2-2ACSR&1-2ACSR)	
REMOVE	NONE		S4/OQPXC	10	Y	SEC WIRE-ACSR QUADRAPLEX #4/0	
REMOVE	NONE		SD1	2	N	SEC DEADEND ONE WIRE	
REMOVE	NONE		SR1	1	N	SEC RACK 1 SPOOL	
REMOVE	NONE		SR21/0	1	N	SEC RISER (2) XFMR BANK 37.5KVA AND SMALLER-WP CU #1/0 7STR	
REMOVE	NONE		ST	1	N	SEC-TANGENT FORMED WIRE TIE	
REMOVE	NONE		TBO5015	1	Y	TRANSF BANK OPEN DELTA 120/240V 50 & 15 KVA NO TAPS CPT W/2 CO 2 LA 2 BKT-N	
REMOVE	TRANSFER		LTLEDFLOODACUITY250	1	Y	LUMINAIRE LED ACUITY ACP1 LED FLOOD, 254 W, 6X6, BRONZE, 120-277V, 4000K 38269 LM	
TRANSFER	NONE		SVTP2S	30	Y	SERVICE-3 WIRE TRIPLEX 2AL	

*** Work Location : 38.01		Description :					
		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 12	Rmv Dsgn Volt Num : 25		Rmv Op Volt Num : 12	
		Energized : Y	Inaccessible : N	Rock/Swamp : N		Est Co ManHour : 39.74	Est Cont ManHours : 0.00
INSTALL	NONE		SETUP	3	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	

REMOVE	EXCLUDE STAT	S4/OQPXC	200	Y	SEC WIRE-ACSR QUADRAPLEX #4/0
REMOVE	NONE	LTGTAP	1	N	TAP STREET LIGHT- UD OR OH
REMOVE	NONE	PD	2	N	PRI DEAD-END FOR DSRD PRI VOLT
REMOVE	NONE	PDDJUMPER1	2	N	PRIMARY DOUBLE DEADEND JUMPER LABOR 1 PH - VAR CONDUCTOR
REMOVE	NONE	PL453SG	1	Y	POLE WOOD CCA 45 FT CL 3 W' SECT GND
REMOVE	NONE	PN322C	100	Y	3PH PRI-NEUTRAL (3-2ACSR&1-2ACSR)
REMOVE	NONE	PND3FG8	1	N	PRI & NEUTRAL DEADEND 3 PH W' 8FT FIBERGLASS DE ARM
REMOVE	NONE	SD1	2	N	SEC DEADEND ONE WIRE
REMOVE	NONE	SR34/0	1	N	SEC RISER (3) XFMR BANK 50KVA AND LARGER-WP CU # 4/0 7STR
REMOVE	NONE	TBY75	1	Y	TRANSF BANK WYE 120/208V 3-75KVA NO TAPS CPT W' CLUST MTN 3 CO 3 LA AND CO-
REMOVE	TRANSFER	LTLEDFLOODACUITY120	1	Y	LIGHT LED 123W ACUITY ACP0 FLOOD BRONZE 120-277V *NO PC* 18,055 LUMENS

*** Work Location : 39.00		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 12	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 12	Est Cont ManHours : 0.00
		Energized : Y	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 21.68		
INSTALL	NONE	SETUP	3	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY		
REMOVE	EXCLUDE STAT	S4DPXC	190	Y	SEC WIRE-ACSR DUPLEX #4		
REMOVE	NONE	G11HIG	1	N	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL		
REMOVE	NONE	PL453SG	1	Y	POLE WOOD CCA 45 FT CL 3 W' SECT GND		
REMOVE	NONE	PN322C	190	Y	3PH PRI-NEUTRAL (3-2ACSR&1-2ACSR)		
REMOVE	NONE	SCONNOH	2	N	CONNECTORS & MHR FOR SECONDARY CONNECTIONS -ANY SIZE		
REMOVE	NONE	SD1	4	N	SEC DEADEND ONE WIRE		
REMOVE	NONE	SVQP1/0S	10	Y	SERVICE-4 WIRE QUADRUPLX 1/0AL		
REMOVE	NONE	SVQP4/0S	20	Y	SERVICE-4 WIRE QUADRUPLX 4/0AL		

*** Work Location : 40.01		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 12	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 12	Est Cont ManHours : 0.00
		Energized : Y	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 21.49		
INSTALL	NONE	LTGTAP	1	N	TAP STREET LIGHT- UD OR OH		
INSTALL	NONE	PLCUT	1	N	TOP ANY SIZE POLE TO MAKE SHORTER POLE		
INSTALL	NONE	SETUP	3	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY		
INSTALL	NONE	SL8SSUDAC	30	Y	ST LT #8 UDA SURE-SEAL SELF-HEALING CABLE; ALUM, 600V, DUPLEX		
INSTALL	NONE	SRS2	1	N	SEC RISER SHIELD 2 IN.		
REMOVE	NONE	PN322C	295	Y	3PH PRI-NEUTRAL (3-2ACSR&1-2ACSR)		
REMOVE	NONE	PNT3F	1	N	PRI&NEU TANG 3 PH W/ PTP 2 PH F'GLASS BKT-SO. ELE. STANDARD (B -9445)		

*** Work Location : 47.00		Description :				
		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 12	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 12	
		Energized : Y	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 14.52	Est Cont ManHours : 0.00
INSTALL	NONE	SETUP	3	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
REMOVE	NONE	PDDJUMPER3	1	N	PRI DOUBLE DEADEND 3 PH LABOR - VARIOUS CONDUCTOR	
REMOVE	NONE	PN322C	1	Y	3PH PRI-NEUTRAL (3-2ACSR&1-2ACSR)	
REMOVE	NONE	PND3	1	N	PRI & NEUTRAL DEADEND 3 PH	
*** Work Location : 48.01		Description :				
		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 12	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 12	
		Energized : Y	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 26.18	Est Cont ManHours : 0.00
INSTALL	NONE	SETUP	3	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
REMOVE	NONE	G11HIG	1	N	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL	
REMOVE	NONE	PDDJUMPER3	1	N	PRI DOUBLE DEADEND 3 PH LABOR - VARIOUS CONDUCTOR	
REMOVE	NONE	PL503SG	1	Y	POLE WOOD CCA 50 FT CL 3 W' SECT GND	
REMOVE	NONE	PNDV3	2	N	PRI-NEUT DEADEND VERTICAL 3 PH	
REMOVE	NONE	SD1	1	N	SEC DEADEND ONE WIRE	
REMOVE	TRANSFER	LTLEDFLOODACUITY162	1	Y	LIGHT LED 162W ACUITY ACP0 FLOOD BRONZE 120-277V *NO PC*	
*** Work Location : 90.01		Description :				
		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 14	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 14	
		Energized : Y	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 32.01	Est Cont ManHours : 32.50
INSTALL	NONE	FLAGGINGCONTTA33	20	N	TRAFFIC FLAGGING BY CONTRACTOR *** USE CONTRACTOR BID***	CONTRACTOR BID
INSTALL	NONE	PDDJUMPER3	1	N	PRI DOUBLE DEADEND 3 PH LABOR - VARIOUS CONDUCTOR	
INSTALL	NONE	PN322C	230	Y	3PH PRI-NEUTRAL (3-2ACSR&1-2ACSR)	
INSTALL	NONE	PND3	1	N	PRI & NEUTRAL DEADEND 3 PH	
INSTALL	NONE	SETUP	3	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
*** Work Location : 94.00		Description :				
		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 12	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 12	
		Energized : Y	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 19.45	Est Cont ManHours : 32.50
INSTALL	NONE	FLAGGINGCONTTA33	20	N	TRAFFIC FLAGGING BY CONTRACTOR *** USE CONTRACTOR BID***	CONTRACTOR BID
INSTALL	NONE	PDDJUMPER3	1	N	PRI DOUBLE DEADEND 3 PH LABOR - VARIOUS CONDUCTOR	
INSTALL	NONE	PND3	1	N	PRI & NEUTRAL DEADEND 3 PH	
INSTALL	NONE	SETUP	3	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
*** Work Location : 125.00		Description :				
		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 12	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 12	
		Energized : Y	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 39.02	Est Cont ManHours : 139.54
INSTALL	NONE	CD4SPETRENLESSC	375	N	CONDUIT, 4" SPOOLED POLYETHYLENE INSTALL BY TRENCHLESS TECHNOLOGY	CONTRACTOR BID
INSTALL	NONE	FLAGGINGCONTTA33	20	N	TRAFFIC FLAGGING BY CONTRACTOR *** USE CONTRACTOR BID***	CONTRACTOR BID

INSTALL	NONE	HYDROVAC-POLE	3	N	HYDROVAC WORK FOR POLE SETTING ** USE CONTRACTOR BID ** ESTIMATE # OF MAN-HOURS	CONTRACTOR BID
INSTALL	NONE	LTGTAP	1	N	TAP STREET LIGHT- UD OR OH	
INSTALL	NONE	PL453SG	1	Y	POLE WOOD CCA 45 FT CL 3 W' SECT GND	
INSTALL	NONE	PND2FG8	1	N	PRI & NEUTRAL DEADEND 2 PH W' 8FT FIBERGLASS DE ARM	
INSTALL	NONE	POLESTAKE	1	N	POLE STAKING BY SURVEYOR - USE DOT SUPPORT CONTRACTOR	DOT SUPPORT
INSTALL	NONE	PRIPULLTHRUCONDSM	375	N	LAB ONLY TO PULL (SMALL) PRI CONDUCTOR (PER FT) THRU CONDUIT (1/0AXN)	CONTRACTOR BID
INSTALL	NONE	S500UQA	470	Y	SECONDARY 500 UQA MCM AL UD (NOT SERVICE) USE WHEN RUNNING TO SVC PEDESTAL	
INSTALL	NONE	SCONNOH	2	N	CONNECTORS & MHR FOR SECONDARY CONNECTIONS -ANY SIZE	
INSTALL	NONE	SETUP	3	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
INSTALL	NONE	SR21/0	1	N	SEC RISER (2) XFMR BANK 37.5KVA AND SMALLER-WP CU #1/0 7STR	
INSTALL	NONE	SRS3	2	N	SEC RISER SHIELD 3 IN.	
INSTALL	NONE	TBO5025	1	Y	TRANSF BANK OPEN DELTA 120/240V 50 & 25 KVA NO TAPS CPT W/2 CO 2 LA 2 BKT-N	
INSTALL	TRANSFER	LT2DIR	1	N	ST LT-BKT 15 IN X 2 IN FOR DIR FLOOD LT	
INSTALL	TRANSFER	LTLEDFLOODACUITY250	1	Y	LUMINAIRE LED ACUITY ACP1 LED FLOOD, 254 W, 6X6, BRONZE, 120- 277V, 4000K 38269 LM	
TRANSFER	NONE	PN222C	50	Y	2PH PRI-NEUTRAL (2-2ACSR&1-2ACSR)	
TRANSFER	NONE	S4DPXC	50	Y	SEC WIRE-ACSR DUPLEX #4	

*** Work Location : 132.00		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 12	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 12	Est Co ManHour : 54.00	Est Cont ManHours : 157.60
		Energized : Y	Inaccessible : N	Rock/Swamp : N				
INSTALL	NONE	CD4SPETRENLESSC	230	N	CONDUIT, 4" SPOOLED POLYETHYLENE INSTALL BY TRENCHLESS TECHNOLOGY		CONTRACTOR BID	
INSTALL	NONE	FLAGGINGCONTTA33	20	N	TRAFFIC FLAGGING BY CONTRACTOR *** USE CONTRACTOR BID***		CONTRACTOR BID	
INSTALL	NONE	HYDROVAC-POLE	3	N	HYDROVAC WORK FOR POLE SETTING ** USE CONTRACTOR BID ** ESTIMATE # OF MAN-HOURS		CONTRACTOR BID	
INSTALL	NONE	PL502SG	1	Y	POLE WOOD CCA 50 FT CL 2 W' SECT GND			
INSTALL	NONE	PLOVERBUILD	1	N	LABOR FOR COVERUP ON MULT CKT POLE USE INST & REM -PER POLE			
INSTALL	NONE	PNTV3F	1	N	PRI&NEU TANG VERT 3 PH W/ 3-1 PH FIBER- GLASS BKT-SO. ELE. STANDARD (B-9438			
INSTALL	NONE	POLESTAKE	1	N	POLE STAKING BY SURVEYOR - USE DOT SUPPORT CONTRACTOR		DOT SUPPORT	
INSTALL	NONE	S500UQA	350	Y	SECONDARY 500 UQA MCM AL UD (NOT SERVICE) USE WHEN RUNNING TO SVC PEDESTAL			
INSTALL	NONE	SCONNOH	2	N	CONNECTORS & MHR FOR SECONDARY CONNECTIONS -ANY SIZE			
INSTALL	NONE	SETUP	3	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY			
INSTALL	NONE	SR34/0	1	N	SEC RISER (3) XFMR BANK 50KVA AND LARGER-WP CU # 4/0 7STR			
INSTALL	NONE	SRS3	2	N	SEC RISER SHIELD 3 IN.			

INSTALL	NONE	SVMAKEUP@XFRMR4W	2	N	TIME TO MAKE UP 4 WIRE SVC ON OH POLE - OH TO UD
INSTALL	NONE	SVPULLTHRUCONDLG	230	N	LAB ONLY TO PULL SERVICE CONDUCTOR (LARGE) THRU CONDUIT (4/0 UQA,500UTA,UQ)
INSTALL	NONE	TBY75	1	Y	TRANSF BANK WYE 120/208V 3-75KVA NO TAPS CPT W' CLUST MTN 3 CO 3 LA AND CO-
INSTALL	NONE	TNTRENLESSTSMPROJ	230	N	TRENCH < 500' BY TRENCHLESS CONTR-PER FOOT (TUNNEL)**SMALL CONTRACTOR BID PROJECTS
REMOVE	NONE	PLOVERBUILD	1	N	LABOR FOR COVERUP ON MULT CKT POLE USE INST & REM -PER POLE

*** Work Location : 135.00		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 12	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 12	Est Co ManHour : 12.86	Est Cont ManHours : 52.19
		Energized : Y		Inaccessible : N	Rock/Swamp : N			
INSTALL	NONE	EASEMENT		1	Y	AGENTS COST OF OBTAINING EASEMENT - (\$1600) - USE DOT SUPPORT OR CONTRACTOR BID		DOT SUPPORT
INSTALL	NONE	FLAGGINGCONTTA33		20	N	TRAFFIC FLAGGING BY CONTRACTOR *** USE CONTRACTOR BID***		CONTRACTOR BID
INSTALL	NONE	HYDROVAC-POLE		3	N	HYDROVAC WORK FOR POLE SETTING ** USE CONTRACTOR BID ** ESTIMATE # OF MAN-HOURS		CONTRACTOR BID
INSTALL	NONE	LTGTAP		1	N	TAP STREET LIGHT- UD OR OH		
INSTALL	NONE	PL355G		1	Y	POLE WOOD CCA 35 FT CLASS 5 W' GROUND		
INSTALL	NONE	POLESTAKE		1	N	POLE STAKING BY SURVEYOR - USE DOT SUPPORT CONTRACTOR		DOT SUPPORT
INSTALL	NONE	SD1		1	N	SEC DEADEND ONE WIRE		
INSTALL	NONE	SETUP		3	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY		
INSTALL	NONE	SRS3		1	N	SEC RISER SHIELD 3 IN.		
INSTALL	NONE	SVCONNOH		1	N	CONNECTORS & MHR FOR OH SVC ANY SIZE ****1 PER SERVICE*****		
INSTALL	TRANSFER	LT2DIR		1	N	ST LT-BKT 15 IN X 2 IN FOR DIR FLOOD LT		
INSTALL	TRANSFER	LTLEDFLOODACUITY250		1	Y	LUMINAIRE LED ACUITY ACP1 LED FLOOD, 254 W, 6X6, BRONZE, 120-277V, 4000K 38269 LM		
REMOVE	TRANSFER	LT2DIR		1	N	ST LT-BKT 15 IN X 2 IN FOR DIR FLOOD LT		
TRANSFER	NONE	SVQP4/0S		50	Y	SERVICE-4 WIRE QUADRUPLX 4/0AL		

*** Work Location : 138.00		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 12	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 12	Est Co ManHour : 2.90	Est Cont ManHours : 9.92
		Energized : Y		Inaccessible : N	Rock/Swamp : N			
INSTALL	NONE	S4/0UQA		120	Y	SECONDARY 4/0 UQA MCM AL UD (NOT SERVICE) USE WHEN RUNNING TO SVC PEDESTAL		
INSTALL	NONE	SETUP		3	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY		
INSTALL	NONE	SL8SSUDAC		15	Y	ST LT #8 UDA SURE-SEAL SELF-HEALING CABLE; ALUM, 600V, DUPLEX		
INSTALL	NONE	TN18LTHD		15	N	TRENCH FOR ST LT CABLE-HAND DIG AT 18"		CONTRACTOR BID
INSTALL	NONE	TNSEED		20	N	LANDSCAPE-SEEDING, MULCH PER FT, ENVIRO CONTROL FOR DISTRIBUTION TRENCH		

INSTALL	NONE	TNSV	120	N	TRENCHING FOR SERVICE	CONTRACTOR BID
REMOVE	ABANDON	S4/0UQA	20	Y	SECONDARY 4/0 UQA MCM AL UD (NOT SERVICE) USE WHEN RUNNING TO SVC PEDESTAL	
REMOVE	ABANDON	TN36T	20	N	TRENCHING 36 " DEEP AND PROPER BACKFILL - 30" COVER	
REMOVE	TRANSFER	LT2DIR	1	N	ST LT-BKT 15 IN X 2 IN FOR DIR FLOOD LT	

*** Work Location : 138.50		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 12	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 12	Est Co ManHour : 8.40	Est Cont ManHours : 50.88
		Energized : Y	Inaccessible : N	Rock/Swamp : N				
INSTALL	NONE	FLAGGINGCONTTA33	20	N	TRAFFIC FLAGGING BY CONTRACTOR *** USE CONTRACTOR BID***	CONTRACTOR BID		
INSTALL	NONE	HYDROVAC-POLE	3	N	HYDROVAC WORK FOR POLE SETTING ** USE CONTRACTOR BID ** ESTIMATE # OF MAN-HOURS	CONTRACTOR BID		
INSTALL	NONE	LTGTAP	1	N	TAP STREET LIGHT- UD OR OH			
INSTALL	NONE	PL355G	1	Y	POLE WOOD CCA 35 FT CLASS 5 W' GROUND			
INSTALL	NONE	POLESTAKE	1	N	POLE STAKING BY SURVEYOR - USE DOT SUPPORT CONTRACTOR	DOT SUPPORT		
INSTALL	NONE	SETUP	3	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY			
INSTALL	NONE	SL8SSUDAC	30	Y	ST LT #8 UDA SURE-SEAL SELF-HEALING CABLE; ALUM, 600V, DUPLEX			
INSTALL	NONE	SRS2	1	N	SEC RISER SHIELD 2 IN.			
INSTALL	TRANSFER	LT2DIR	1	N	ST LT-BKT 15 IN X 2 IN FOR DIR FLOOD LT			
INSTALL	TRANSFER	LTLEDFLOODACUITY120	1	Y	LIGHT LED 123W ACUITY ACP0 FLOOD BRONZE 120-277V *NO PC* 18,055 LUMENS			

*** Work Location : 139.00		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 12	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 12	Est Co ManHour : 22.42	Est Cont ManHours : 19.79
		Energized : Y	Inaccessible : N	Rock/Swamp : N				
INSTALL	NONE	DISTEASEMENT	1,000	Y	DISTRIBUTION EASEMENT- AMT PAID TO CUSTOMER - USE DOT SUPPORT OR CONTRACTOR BID - **INVENTORY DOLLARS PAID***	DOT SUPPORT		
INSTALL	NONE	EASEMENT	1	Y	AGENTS COST OF OBTAINING EASEMENT - (\$1600) - USE DOT SUPPORT OR CONTRACTOR BID	DOT SUPPORT		
INSTALL	NONE	HYDROVAC-POLE	3	N	HYDROVAC WORK FOR POLE SETTING ** USE CONTRACTOR BID ** ESTIMATE # OF MAN-HOURS	CONTRACTOR BID		
INSTALL	NONE	PL355G	1	Y	POLE WOOD CCA 35 FT CLASS 5 W' GROUND			
INSTALL	NONE	S500UQA	100	Y	SECONDARY 500 UQA MCM AL UD (NOT SERVICE) USE WHEN RUNNING TO SVC PEDESTAL			
INSTALL	NONE	SD1	3	N	SEC DEADEND ONE WIRE			
INSTALL	NONE	SETUP	3	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY			
INSTALL	NONE	SRS3	2	N	SEC RISER SHIELD 3 IN.			
INSTALL	NONE	SVCONNOH	3	N	CONNECTORS & MHR FOR OH SVC ANY SIZE ****1 PER SERVICE*****			
INSTALL	NONE	SVMAKEUP@XFRMR4W	2	N	TIME TO MAKE UP 4 WIRE SVC ON OH POLE - OH TO UD			
INSTALL	NONE	TNSVBH	15	N	TRENCHING FOR SERVICE W' BACKHOE	CONTRACTOR BID		
TRANSFER	NONE	SVQP1/0S	50	Y	SERVICE-4 WIRE QUADRUPLX 1/0AL			

TRANSFER NONE SVQP4/0S 25 Y SERVICE-4 WIRE QUADRUPLEX 4/0AL

*** Work Location : 139.50		Description :				
		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 12	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 12	
		Energized : Y	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 15.42	Est Cont ManHours : 37.18
INSTALL	NONE	FLAGGINGCONTTA33	20	N	TRAFFIC FLAGGING BY CONTRACTOR *** USE CONTRACTOR BID***	CONTRACTOR BID
INSTALL	NONE	SETUP	3	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
INSTALL	NONE	SL8SSUDAC	180	Y	ST LT #8 UDA SURE-SEAL SELF-HEALING CABLE; ALUM, 600V, DUPLEX	
INSTALL	NONE	SVPED6WYCOND3PH500M CM	1	Y	SERV PEDESTAL -W/WIDE BASE FOR CONDUITS & 4-6WAY CONNS - UP TO 500MCM-3 PH	
INSTALL	NONE	TN18LT	180	N	TRENCH FOR STREET LIGHT CABLE AT 18"	CONTRACTOR BID
INSTALL	NONE	TNSEED	400	N	LANDSCAPE-SEEDING, MULCH PER FT, ENVIRO CONTROL FOR DISTRIBUTION TRENCH	

*** Work Location : 148.00		Description :				
		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 12	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 8	
		Energized : Y	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 8.21	Est Cont ManHours : 49.57
INSTALL	NONE	FLAGGINGCONTTA33	20	N	TRAFFIC FLAGGING BY CONTRACTOR *** USE CONTRACTOR BID***	CONTRACTOR BID
INSTALL	NONE	HYDROVAC-POLE	3	N	HYDROVAC WORK FOR POLE SETTING ** USE CONTRACTOR BID ** ESTIMATE # OF MAN-HOURS	CONTRACTOR BID
INSTALL	NONE	LTGTAP	1	N	TAP STREET LIGHT- UD OR OH	
INSTALL	NONE	PL355G	1	Y	POLE WOOD CCA 35 FT CLASS 5 W' GROUND	
INSTALL	NONE	SD1	1	N	SEC DEADEND ONE WIRE	
INSTALL	NONE	SETUP	3	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
TRANSFER	NONE	LTLEDFLOODACUITY162	1	Y	LIGHT LED 162W ACUITY ACP0 FLOOD BRONZE 120-277V *NO PC*	

PLANT UNITIZE REPORT

DISTRIBUTION WORK ORDER

W.O NUMBER GP892H17421

Headquarters : CENTRALIZED DISTR. SVCS P.E : 7030 01
 Customer : GDOT - CITY OF STATESBORO PI#0012996 Job Reference : 3644721
 Address : SOUTH MAIN STREET PI#0012996 Job Type : H-HIGHWAY RELOCATIONS OH / UD
 Town : STATESBORO Type Customer : DOT PROJECTS OH/UD
 REIMBURSIBLE &
 NONREIMBURSIBLE

FERC	RUC	Description	Install Quantity	Remove Quantity
360	0503	USE CU INSTEAD - EASEMENT COST	1002	0
364	1006	35' WOOD PL	4	0
364	1008	45' WOOD PL	1	4
364	1009	50' WOOD PL	1	1
364	2300	ALL PL FIXTURES	6	5
365	1200	WIRE-ALUMINUM, BARE ALL SIZES	86	276
365	2100	DUPLEX	0	190
365	2300	QUADRUPLEX	0	210
367	1656	0-4.9KV CAB,NON LEAD COV 3CON	120	20
367	1675	500MCM 4 COND CABLE NONLEAD	920	0
367	7560	PEDESTAL-ALL	1	0
368	1004	OH TRANSFORMER-10 #15	0	1
368	1006	OH TRANSFORMER-10 #25	1	0
368	1010	OH TRANSFORMER-10 #50	1	1
368	1013	OH TRANSFORMER-10 #75	3	3
368	5002	CUTOUT - #5.1-27	5	5
368	5022	ARRESTER -5.1-15	5	5
369	1004	SERVICE - OVERHEAD 4-WIRE	0	1
373	1202	NON LEAD COVERED-2C V	255	0

Date : 29-Nov-2021 08:56 AM

Stores Requisition
Notify Stores - Issue



Maximo GL Debit
Account QR Code



ALL LOCATIONS

HQ Name : CENTRALIZED DISTR. SVCS W.O. # : GP892H17421
 Applicant Name : GDOT - CITY OF STATESBORO PI#0012996 Account Number : 62310-MMN-DCCDTG-H17421-703001-GP892-300-00000-6DIST
 Job Address : SOUTH MAIN STREET PI#0012996
 Engineer Name : LONG,RICHARD D Store Room :
 Estimate Name : ORIGINAL Job Ref # : 3644721
 Stores Notify Date : Stores Start Date :

*** MAJOR MATERIAL ONLY ***

Item	Description	Commodity	Maximo Item	Reqd	Issued	O/C	U/I
1	CONN - 6WAY FOR SVC PED - 500 MCM	C-13122	111773	4	___	___	EA
2	SECONDARY PEDESTAL - ACCEPTS CONDUITS	C-636	112232	1	___	___	EA
3	LOCK BRONZE SHORT SHAC	L-5990	123287	1	___	___	EA
4	BRACKET; TYPE: FIBERGLASS TRIMOUNT FOR MOUNTING 3 CUTOUTS & 3 ARRESTERS	128422	128422	1	___	___	EA
5	FUSE-LINK TYPE KS 5A	F-8920	406682	1	___	___	EA
6	FUSE-LINK TYPE KS 10A	F-8940	407427	1	___	___	EA
7	WIRE 2ACSR 6/1 110#	W-5532	409612	94	___	___	LB
8	FUSE-LINK TYPE KS 15A	F-8950	412740	3	___	___	EA
9	T 25 7.2-120/240	T-82550	423807	1	___	___	EA
10	T 50 7.2-120/240	T-82570	423810	1	___	___	EA
11	BRKT-INSUL 1-POST F'GLASS 2X26"	B-9438	425385	3	___	___	EA
12	ARRESTER-LIGHTNING 10KV -MOV	A-6160	430825	5	___	___	EA
13	WIRE GROUND LEAD #6 CU SOLID BARE	432352	432352	26	___	___	LB
14	WIRE WP CU #1/0 7STR	W-15600	432381	7	___	___	LB
15	WIRE WP CU #4/0 7STR	W-15680	432382	30	___	___	LB
16	WIRE-TRANS RISER #6 SOL POLY COVR	W-13570	432384	40	___	___	FT
17	WIRE UD 4/0 UQA 600V 4 C	W-12230	432390	132	___	___	FT
18	UD CABLE QUADPLX 4C 500 MCM AL	W-12294	432394	1,012	___	___	FT
19	POLE 50FT CL2	432923	432923	1	___	___	EA
20	POLE 45FT CL3	433608	433608	1	___	___	EA
21	BKT-CLUS 50KVA-75KVA - WING TYPE	B-9312	434616	1	___	___	EA
22	T 75 7.2KV120/240 /T	T-82581	434625	3	___	___	EA
23	CONDUIT - SPOOLED 4" HDPE (625' REEL) SDR 13.5	C-7905	435922	605	___	___	FT
24	POLE 35FT CL5	436003	436003	4	___	___	EA
25	ARM, DE, 8' Fiberglass W/GAIN & CLEVIS-EYE	A-4920	436292	1	___	___	EA
26	WIRE-UD CABLE, #8 AL, 600V UG SURESEAL, DUPLX, 7STR	1270431	1270431	332	___	___	FT
27	CUTOUT POLYMER-100A 27KV LOADBUSTER 125KV BIL	1298225	1298225	5	___	___	EA

Filled By : _____ Date : _____ Signoff : _____

Ordered By : _____ Approved By: _____

Received By : _____ Truck/Crew : _____

Filled By : _____

Date : _____

Signoff : _____

Ordered By : _____

Approved By: _____

Received By : _____

Truck/Crew : _____

Georgia Power Company
Notification of Non-Stock
Material Required
ALL LOCATIONS



Maximo GL Debit
Account QR Code



HQ Name	: CENTRALIZED DISTR. SVCS	Job Number	: 3644721
Applicant Name	: GDOT - CITY OF STATESBORO PI#0012996	W.O. #	: GP892H17421
Job Address	: SOUTH MAIN STREET PI#0012996	Account Number	: 62310-MMN-DCCDTG-H17421-703001-GP892-300-00000-6DIST
Engineer Name	: LONG,RICHARD D	Store Room	:
Stores Notify Date	:	Estimate Name	: ORIGINAL
		Stores Start Date	:

Item	Description	Commodity	Maximo Item	Required	U/I
------	-------------	-----------	-------------	----------	-----

 ***** NO NON-STOCK COMMODITIES FOR *****
 ***** THIS LOCATION IN ESTIMATE : 61691663 *****

Requested By : _____

Date: _____

Ordered By : _____

Date: _____

Approved By : _____

Date: _____

STATISTICAL DATA REPORT

DISTRIBUTION WORK ORDER

W.O. NUMBER GP892H17421

Headquarters : CENTRALIZED DISTR. SVCS P.E. : 7030 01
 Customer : GDOT - CITY OF STATESBORO Job Reference : 3644721
 Address : SOUTH MAIN STREET PI#0012996 Job Type : H-HIGHWAY RELOCATIONS OH / UD
 Town : STATESBORO Type Customer : DOT PROJECTS OH/UD REIMBURSIBLE & NONREIMBURSIBLE
 Estimate Name : ORIGINAL

Tax Area information entered on the Work Order TAX AREA screen in JETS:

INSTALL %	REMOVE %	TAX AREA	COUNTY	AUTHORITY

Tax Area STATISTICAL DATA calculated by JETS.

The data below is calculated by JETS using the TAXAREA information entered on the Work Order and the JETS Construction units included on the PREFERRED estimate for the Work Order. This data that will be reported to Property Accounting when this work order is Plant Closed. Property Accounting uses this data in Ad Valorem Tax calculations.

TAX AREA	COUNTY	TAX AUTHORITY	NET POLE LINE FEET	NET OH SINGLE WIRE FEET	NET OH CIRCUIT FEET	NET TRENCH FEET	NET UD CABLE FEET

Job Estimating & Tracking System - JETS
 LIGHTING FACILITIES REPORT

Georgia Power Company
 DISTRIBUTION WORK ORDER

Run Date : 29-Nov-2021 08:56 AM (EST)

Headquarters : CENTRALIZED DISTR. SVCS
 Engineer : LONG,RICHARD D
 Customer : GDOT - CITY OF STATESBORO PI#0012996
 Address : SOUTH MAIN STREET PI#0012996
 Town : STATESBORO
 CSS Acct# :
 Billing Address : _____

W.O. Number : GP892H17421
 Committed Service Date :
 P.E. : 7030
 Job Reference : 3644721
 Job Type : H-HIGHWAY RELOCATIONS OH / UD
 Type Customer : DOT PROJECTS OH/UD REIMBURSIBLE &
 NONREIMBURSIBLE
 Estimate Name : ORIGINAL

Unit Category	Estimating Unit	Installed QTY	Removed QTY	Billable QTY
CENTRALIZED ENGINEERING	POLESTAKE	4	0	_____
LIGHTING	LTLEDFLOODACUITY120	1	1	_____
	LTLEDFLOODACUITY162	0	1	_____
	LTLEDFLOODACUITY250	2	2	_____
LIGHTING BRACKETS	LT2DIR	3	3	_____

Completed By: _____

Completed Date: _____



DOT Prior Rights Research PI# 0012996
South Main Streetscape – Bulloch County

Prepared By: Braden Beaudreau

Date: February 12, 2021

Prior rights research for the above project in Bulloch County is complete. A thorough search has been performed in the Georgia Power Company LIMS GIS database by Georgia Militia District, property owners, and address. The project is in the 1209th G.M.D. of Bulloch County. All locations involved are along South Main Street in the city of Statesboro, beginning at Tillman Road and continuing north to West Brannen Street.

Distribution Base Map: 1185-0798, 1185-0800

Distribution:

Easements were not found for most locations in conflict. Location 30 is off right of way of South Main Street and the distribution line near West Brannen Street and the railroad crossings was in place in 1928 (PSN 416611).

Conclusion:

GDOT would have to provide evidence of right of way prior to the placement of the distribution line to claim prior rights.

BULLOCH COUNTY
South Main Streetscape
PI # 0012996
February 12, 2021

Work Loc. #	Compensable	Non- Compensable	Comments
Sheet No. 1			
2		X	To-From Location #5
4		X	To-From Location #5
5		X	
6		X	
9		X	To-From Location #5
11		X	
Sheet No. 2			
12		X	
13		X	
14		X	
15		X	
20		X	To-From Location #12, Location #14
23		X	To-From Location #14
26		X	
27		X	
28		X	
35		X	To-From Location #28
Sheet No. 3			
29		X	
30	X		Off existing road right of way
31		X	
32		X	
33		X	
39		X	To-From Location #32
40		X	To-From Location #33
42		X	
43		X	

Work Loc. #	Compensable	Non- Compensable	Comments
Sheet No. 4			
44		X	
45		X	
49		X	To-From Location #44
51		X	To-From Location #45
52		X	
53		X	To-From Location #45
54		X	
55	X		Original distribution line shown on plans attached to agreement from Georgia & Florida Railroad (PSN 418382, 1928; PSN 416611, 1928) and agreement from Central of Georgia Railway Company (PSN 412672, 1928; PSN 420159, 1928)
58	X		To-From Location #55
Sheet No. 5			
56	X		Original distribution line shown on plans attached to agreement from Georgia & Florida Railroad (PSN 418382, 1928; PSN 416611, 1928) and agreement from Central of Georgia Railway Company (PSN 412672, 1928; PSN 420159, 1928)
60	X		To-From Location #56
64	X		To-From Location #56

Statesboro Dist

PSN 418382

3983-1

LF 923

SEE NO. 16

THIS AGREEMENT, made and entered into, on this the 21 day of March, 1928, by and between the Georgia & Florida Railroad, hereinafter for convenience referred to as the Railroad, Statesboro Northern Railway, hereinafter referred to for convenience as the Railway, and Georgia Power Company, hereinafter for convenience referred to as the Power Company, WITNESSETH: That,

WHEREAS, the Power Company has heretofore erected and is now maintaining over, across, and above the right of way, tracks, and land now held by the Railroad, as the lessee of Statesboro Northern Railway, certain electric transmission lines at a point five hundred eighty-three (583) feet Southeast of Mile Post E-38, in the City of Statesboro, Bulloch County, Georgia, as shown on a blue print designated as X-9-2, hereto attached, and made a part of this contract; and

WHEREAS, a portion of the right of way and property of the Railroad above referred to is owned by the Central of Georgia Railway, as indicated on the attached blue print, and held by the Railroad and the Railway under a contract executed by the Central of Georgia Railway covering a crossing of said railroads at the point indicated; and

WHEREAS, the Railroad would not give its permission or consent to the erection, operation, and maintenance of said transmission lines or the use aforesaid of the right of way or franchise except on the terms and conditions hereinafter set forth; and

WHEREAS, the design, workmanship, construction, and material of said lines are satisfactory to the Railroad:

NOW, THEREFORE, it is mutually agreed as follows:

1. The Power Company agrees for itself, its successors and assigns, that it and they will maintain the supports, wires, and cables of said lines so that there will be no interference with the maintenance or operation of the railroad or other business on

the property of the Railroad and so that danger to all persons and property will be reduced to a minimum, and to make promptly any repairs to said transmission lines and their supports that may be considered necessary by the representatives of the Railroad.

2. The Power Company agrees for itself, its successors and assigns, to promptly make any changes or alterations in said lines and supports that may be considered necessary or desirable by the Railroad on account of changes in or additions to the facilities or property of the Railroad, or in order to prevent interference with other uses of the property and to maintain on any tower or support placed on the property of the Railroad such large and conspicuous "DANGER" sign as may be required and to entirely remove said encroachments from the property of the Railroad upon ninety days notice if and when the property so used is needed by the Railroad for railroad purposes.

3. The Power Company agrees to pay to the Railroad the sum of Fifteen Dollars (\$15.00), as engineering expense incurred by the Railroad in locating and making the necessary surveys and blue prints incident to the installation of the transmission lines referred to above.

4. It is further agreed that the Power Company will indemnify and save harmless the Railroad, and/or the Western Union Telegraph Company, their successors and assigns, from and against all loss, cost, damage, and expense, and from and against any and all claims or demands therefor on account of the injury to person or damage to property which may be incurred by reason of the construction, maintenance, use or operation of said conductors, wires, and supports, or by reason of the exercise of any of the privileges conferred by this license or agreement, whether such loss, damage or injury shall have been caused by the negligence of the Railroad or its employees or otherwise.

5. In the event that the Power Company shall be in default

for thirty (30) days in the payment of any rental payable to the Railroad hereunder or shall violate any of its covenants herein contained, then, forthwith, the Power Company will remove said lines of power wires from the right-of-way of the Railroad and restore said right-of-way to its condition existing prior to the construction of said line of power wires thereupon; or in default thereof, the Railroad may itself remove the same and restore the said condition of said right-of-way, but at the expense of the Power Company.

6. This license shall not be assigned by the Power Company without the written consent of the Railroad having first been obtained.

7. Statesboro Northern Railway joins herein as evidence of its approval and consent to the above contract, which shall be binding and enforceable against said Railway both during the life of and after the termination of the present lease held by the Railroad, during which time all rights, privileges, and indemnities herein accorded the Railroad shall inure to the benefit of and be enforceable by the Railway, its successors, lessees, or assigns, jointly or severally with said Railroad.

8. This contract, in so far as the same affects the right of way held under contract from the Central of Georgia Railway, is specifically made subject to the approval of said Central of Georgia Railway, and no rights shall be exercised hereunder which shall in any way affect the lands owned or held by said Central of Georgia Railway until and after such use is approved by said Central of Georgia Railway.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their respective duly authorized officers, on this the day and year first above written.

Signed, sealed and delivered
in Richmond County, Georgia,
in the presence of:

) GEORGIA & FLORIDA RAILROAD (SEAL)
) By [Signature]
) President.

) Attest [Signature]
) Assistant Secretary.

[Signature]
[Signature]
Notary Public, Largo, August 11, 1912.

Signed, sealed and delivered
in Richmond County, Georgia,
in the presence of:

[Signature]
[Signature]
Notary Public,

Notary Public State at Large, Augusta, Ga.
My Commission Expires March 13, 1932.

Signed, sealed and delivered
in Fulton County, Georgia,
in the presence of:

Ida Mae Lanney
[Signature]
Notary Public, State at Large, Ga.

STATESBORO NORTHERN RAILWAY (SEAL)

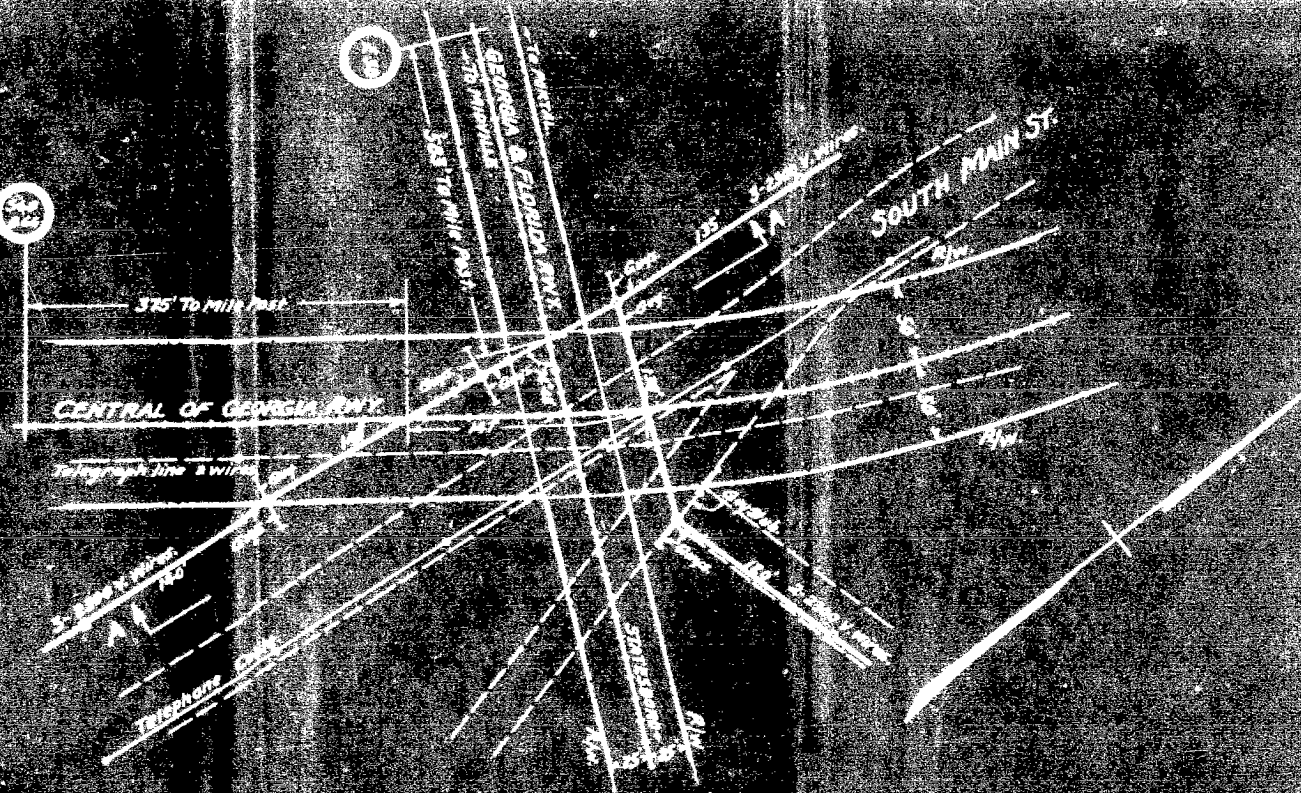
By [Signature]
President.

Attest [Signature]
Secretary.

GEORGIA POWER COMPANY (SEAL)

By [Signature]
Vice President.

Attest [Signature]
Secretary.



GEORGIA POWER COMPANY
 LAND DEPARTMENT
 ATLANTA GEORGIA

*STATESBORO DISTRIBUTION LINES
 ON THE
 GEORGIA & FLORIDA RAILWAY
 RIGHT OF WAY.
 BULLOCH COUNTY, GEORGIA.*

DATE
 JAN 1928

SCALE
 1"=100'

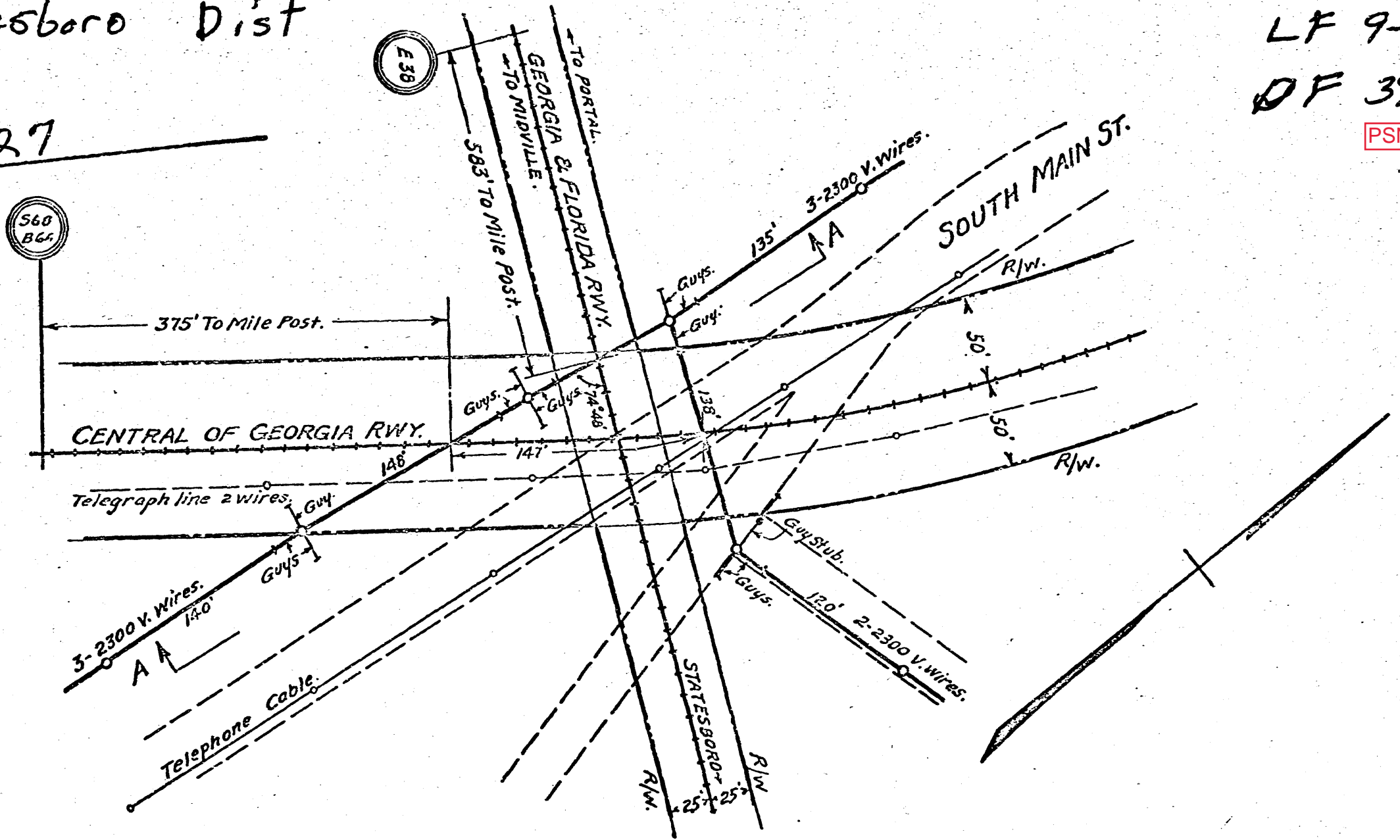
FILE No.
 X-9-2

Statesboro Dist

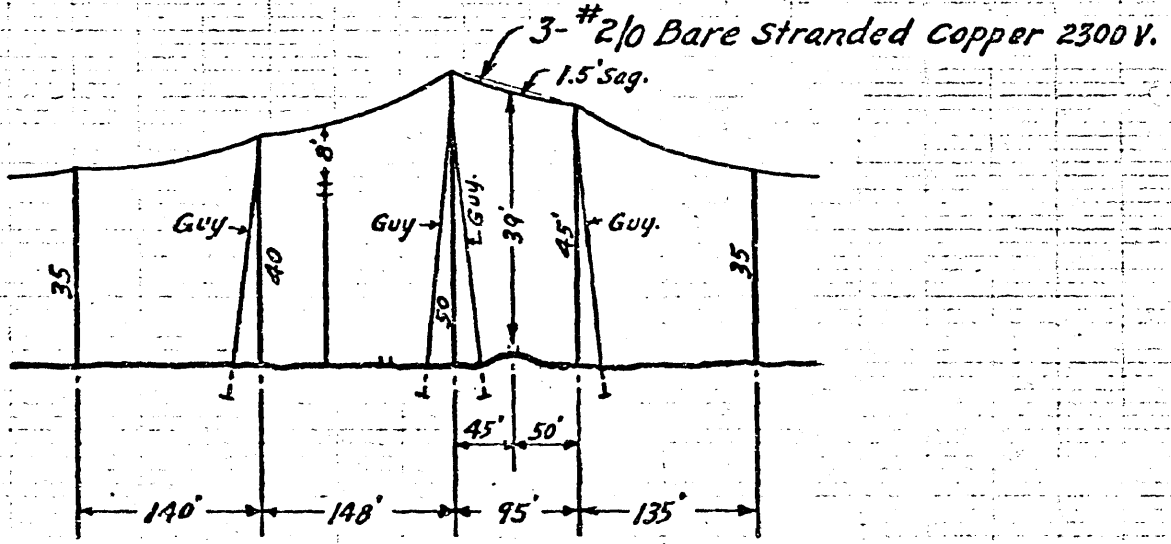
LF 9-23
DF 3983-1

PSN 416611

SEQ. NO. 27



Note:
Crossing structures to have double Cross Arms. Head and Side Guys.



SECTION "A A"

Scale: Hor. 1" = 200'
Ver. 1" = 40'

GEORGIA POWER COMPANY
LAND DEPARTMENT
ATLANTA GEORGIA

*STATESBORO DISTRIBUTION LINES.
ON THE
GEORGIA & FLORIDA RAILWAY
RIGHT OF WAY.
BULLOCH COUNTY, GEORGIA.*

DATE JAN. 1928	SCALE 1" = 100'	FILE NO. X-9-2.
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W.A. Han 30

L. 9-9-27
Structure visit

0.7 3983

PSN 412672

AN AGREEMENT, dated this 7th day of February, A.D., 1928, between the CENTRAL OF GEORGIA RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Georgia, hereinafter called the Railroad, party of the first part, and GEORGIA POWER COMPANY, a corporation organized and existing under the laws of the State of Georgia, having its principal office in Atlanta, Fulton County, Georgia, hereinafter called the Power Company, party of the second part.

W I T N E S S E T H :

1. The covenants herein contained are mutual, and are made by each party in consideration of the covenants of the other, and shall inure to the benefit of, and be binding upon the successors and assigns of each party respectively, but no assignment hereof by the Power Company shall be binding upon the Railroad without the consent of the Railroad in writing previously obtained.

2. The Railroad will permit the Power Company to erect and maintain two 2300 volt lines of high tension electric transmission wires and/or cables across and over its right of way and tracks in Statesboro, Bulloch County, Georgia, at a point 375 feet, and 522 feet, more or less, north of Mile Post S-68, Oconee District, the location of said lines being more fully shown in red on blue print of Plan No. 124-50 attached hereto and hereby made a part of this agreement.
11273

3. The Power Company will erect, construct and maintain said lines in accordance with the specifications of the National Electrical Safety Code, Third Edition, October 31, 1920, contained in the Handbook Series of the United States Bureau of Standards No. 3, and all changes therein or additions thereto, but it is agreed that compliance with such specifications by the Power Company shall not operate to relieve said Power Company from its obligations to indemnify the Railroad as provided in Paragraph Seven of this agreement.

4. The Power Company agrees for itself, its successors and assigns, that it and they will maintain the supports, wires and/or cables so that there shall be no interference with the maintenance or operation of the Railroad's railroad or other business on its property, and so that danger to all persons or property will be reduced to a minimum.

5. The Power Company agrees to make promptly any repairs to said light and power lines and their supports that may be considered necessary by the local superintendent (or such officer as may be designated) of the Railroad.

6. The Power Company, for itself, its successors or assigns, agrees to promptly make any changes or alterations in the lines or supports that may be considered necessary or desirable by the Railroad, on account of changes or additions in the facilities now on the Railroad's property, or in order to prevent interference by the lines or supports with other uses of the property.

7. The privileges herein granted by the Railroad to the Power Company being for the sole benefit of the latter, it is understood and agreed that the Power Company will save, indemnify and hold harmless the Railroad of and from any loss, damage, liability or expense which may occur or accrue to or against it, either directly or indirectly by reason of the erection, use or maintenance of said lines upon, over or across the right of way and tracks of the Railroad, and this obligation shall be valid and effective, notwithstanding any claims of negligence, contributory or otherwise, as against the Railroad, or its officers, agents or employes.

8. This obligation shall not be construed as placing upon the Railroad any duty to furnish the agents or employes of the Power Company a safe place to work, insofar as dangers are concerned which do not arise from the operation of the Railroad's trains. It is agreed that persons or property occupying the Railroad's right of way or the air above the same in connection with the construction, maintenance, operation or use of the said lines do so at the invitation of the Power Company and not at the invitation of the Railroad, which is a mere licensor as to such persons or property.

9. In case the Power Company shall fail to keep and perform any of the covenants and obligations herein set forth, the Power Company agrees that it will, within a reasonable time after the receipt of a request so to do, (which request may be made at any time) remove at its own expense, all of its property which is on or over the property of the Railroad, leaving the Railroad's property in as good condition as it now is in. If the Power Company fails to thus remove its property within a

reasonable time, the Railroad may do so at the expense of the Power Company.

10. The Power Company agrees to pay to the Railroad annually, in advance, a rental of One Dollar (\$1.00) per pole per annum for the privilege of erecting, keeping and maintaining Two (2) poles on the Railroad's right of way or property.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the day and year first above written, by and through their legally authorized representatives.

Signed, sealed & delivered by Central of Georgia Railway Company, in Chatham County, Georgia, in the presence of:

CENTRAL OF GEORGIA RAILWAY COMPANY
BY [Signature]
Vice-Pres. & General Manager.

[Signature]
Frank W. Ombro
Notary Public Chatham County, Ga.

Signed, sealed & delivered by the Georgia Power Company in Sulton County, Ga in the presence of:

GEORGIA POWER COMPANY
BY [Signature]
Vice President

[Signature]
Lois J. Irwin

572' to M.P.S.-68

375' to M.P.S. 68

0
Station
100' to 10

To Dover →

Plan No. 124-50
11273

Scale 1"=100'

CITY OF STATESBORO



COUNCIL

Phil Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5

Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

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

To: Charles Penny, City Manager
Jason Boyles, Assistant City Manager

From: John Washington, Director of Public Works and Engineering

Date: November 29, 2021

RE: CIP – Stillwell Street and Zetterower Ave. Intersection Improvements
Railroad Grade Crossing Rehabilitation with Pioneer Lines/Georgia Southern Railroad

Policy Issue: Purchasing

Recommendation:

Consideration of a motion to award a contract to Pioneer Lines/Georgia Southern Railroad in the amount of \$95,000, with approval not to exceed \$104,500 for contingency, and authorize the Mayor to execute contract documents for railroad track rehabilitation associated with the Stillwell St & S. Zetterower Ave. Intersection Improvements project.

Background:

As previously noted, this project proposes to construct intersection radius improvements at Stillwell Street and Zetterower Avenue. This intersection is used heavily by large tractor trailer trucks in route to the Claude Howard lumber mill which creates safety issues for all motorists. This work will result in a new right turn lane from Zetterower onto Stillwell, improved storm water structures, and concrete curb and gutter. The new right turn lane requires the railroad to rehabilitate and extend the full track crossing for future turn lane. An agreement is being prepared for execution by the Mayor upon approval.

The fee submitted by Pioneer in the amount of \$95,000.00 is due to rehabilitating the existing surface and the additional footage to cover the new construction of the turning lane ahead of the road improvements. The track crossing rehabilitation will precede work by the prime contractor performing any paving activities. An additional contingency of 10% is being requested to cover any cost overruns by the railroad. This brings the total amount to \$104,500 and within the budget amount of \$460,000 for all work.

Budget Impact:

The project is to be paid from the 2018 TSPLOST fund. The estimated amount for this work, utility relocation and construction remains within the budget amount of \$460,000.00 allocated for the project.

Council Person and District: District 3, Council Member Venus Mack

Attachments: Cost Estimate from Pioneer Lines/Georgia Southern Railroad

Project Title	Copy of 2019 07 CROSSING DATA BASE.xlsx										AUC #		Dated >		11/10/2021	Co.	SVHO	
Qty	Turn Outs And Derails														Unit Cost	Extended Cost		
1st set Turnouts	0	CTO	0	0	0	0	0	R/L	0	DR	166	TC	A	w/		\$0.00	\$0.00	
		Turn Out Direction & Qty			Right Hand		0	Left Hand		0								
	0	Ton	Rail	0	0	0	0	-	39	ft	For Installing of RH Turn Outs				Sticks ###	0	\$0.00	\$0.00
	0	Anchors for Switch			0	0	\$0.00	Regular Tie Plates for T/O's			0	0	DS	12" or >	\$0.00	\$0.00		
	0	Switch Tie Pack w/o 17' for			#	0	turn out			Hard Wood SW Pack Ties						\$0.00	\$0.00	
	0	Pair	0	0	0	0	0	Included in the price of the turn out						\$0.00	\$0.00			
0	0														\$	-	\$0.00	\$0.00
2nd set Turnouts	0	CTO	0	0	0	0	0	R/L	0	DR	166	TC	A	w/		\$0.00	\$0.00	
		Turn Out Direction & Qty			Right Hand		0	Left Hand		0								
	0	Ton	Rail	0	0	0	0	-	39	ft	For Installing of LH Turn Outs				Sticks ###	0	\$0.00	\$0.00
	0	Switch Tie Pack w/o 17' for			#	0	turn out			Hard Wood SW Pack Ties						\$0.00	\$0.00	
	0	Anchors for Switch			0	0	\$0.00	Regular Tie Plates for T/O's			0	0	DS	12" or >	\$0.00	\$0.00		
	0	Pair	0	0	0	0	0	Included in the price of the turn out						\$0.00	\$0.00			
0	0														\$	-	\$0.00	\$0.00
Frt SW OTM	0	(Spikes for 1st Switch)			0	(Spikes for 2nd Switch)			0							\$0.00	\$0.00	
	0	Tons Ballast for Switch			1.25	75	Tons RR Ballast per SW			75	Tons Walkway Ballast Per Sw			\$0.00	\$0.00			
	0	SW Labor CTO - 00 - - #0 - ,0 - Right Hand ,0 - Left Hand ,														\$0.00	\$0.00	
0	SW Labor CTO - 00 - - #0 - ,0 - Right Hand ,0 - Left Hand ,														\$0.00	\$0.00		
Freight For Turn Outs		23.00%		\$0.00		Sub Total For Turn Outs W/ Material, Frt, Ballast and Labor						\$0.00						
Ma	0	Track														Unit Cost	Extended Cost	
	0	Ton	0	0	39	FT	Sticks >	0	price per stick w/o frt			\$0.00	\$0.00	\$0.00	\$0.00			
	0	0														\$0.00	\$0.00	
	0	New Crossties														\$0.00	\$0.00	
	0	Relay Crossties														\$0.00	\$0.00	
	0	ea	0	inch		Tie Plates								\$0.00	\$0.00			
	0	ea	0	0	Rail Anchors									\$0.00	\$0.00			
	0	Track Bolts		Kegs		Bolts per / Keg		Actual Bolts Needed		Bolts Per Bar					\$0.00	\$0.00		
	0	Lock Washers		per keg (matching bolt kegs)				Washers needed		Washers per bar					\$0.00	\$0.00		
	0	0														\$0.00	\$0.00	
	0	Ballast w/loading and freight - Net Tons										0.7638 tons per ft			\$0.00	\$0.00		
	0	Ft	0.00												0	\$0.00	\$0.00	
	0	FT													\$0.00	\$0.00		
	0	8														\$0.00	\$0.00	
	Frt	Freight For Track, Estimate By % Of Cost (Excluding Ballast & Labor and Any W/ X in Column AC)										23.00%		\$0.00				
Sub Total For Track W/ Materials, Freight, Ballast and Labor >														\$0.00				
QTY	Dirt Work and Sub-Ballast														Unit Cost	Extended Cost		
	0	Trk Ft	Dirt Work-Sub Ballast		FALSE	NT	15	Wide	12	"	D	ΓN per Lft = 0.083333	T.P.D.	1	\$0.00	\$0.00		
	0	Trk Ft	Sub Grade		0	Sq Yds	note: Track Dirt Work w/Sub B Per SY =						\$0.00	\$0.00				
	0	Sq Yds	Other- Sub-Ballast		15	Wide	x	0	Length	10	Inch	SubBallast Depth		0	NT	\$0.00	\$0.00	
0	Sq Yds	Other- Dirt Work		Sub Grade								\$0.00	\$0.00					
Track-Total DW & Mob		\$0		Other-Total DW & Mob		\$0		Mobilization X % Dirt Work		10%		\$0.00		\$0.00				
Lal	QTY	Road Crossing										140		Foot		Unit Cost	Extended Cost	
	148	Feet	Concrete Panel		for		115	With	10.0	Foot	Ties	I	Predrilled	19.50	\$275.00	\$40,590.00		
	390	Feet of Rail		115		RE	Sticks of Rail @ 39'		Tons		7.475				\$21.00	\$8,190.00		
	91	10	Foot	Ties	7 x9x 8'6		Crossties	Both Ends		20	\$1,115.63					\$110.00	\$11,108.00	
	182	Plates	115		RE	Pndrl		Panadrol with E clips							\$27.75	\$5,051.00		
	728	Screw	Spikes		1	0	1							\$2.50	\$1,820.00			
	0	Anchors		115		RE							\$0.00	\$0.00				
	0	Field weld		0	0	0	0	TO	0	Labor	Welds	450	0	0	\$0.00	\$0.00		
	0	0														\$0.00	\$0.00	
	0	Tons of Ballast		0.76 tons per ft = 8"belowtiesBallast										\$0.00	\$0.00			
	0	0														\$0.00	\$0.00	
	0	Ft of Labor to Install Crossing										Road Closer Per Foot		\$63.81	\$63.81	\$0.00		
	Frt	Freight Est By % of Cost(X Column AF excludes Frt)			23.0%		\$15,354.57		Road Crossing				\$82,113.57					
Additional Pay Items (General Description)														QTY	Unit	Unit Price	Extended Cost	
																\$	-	
																\$	-	
																\$	-	
																\$	-	
																\$	-	
																\$	-	
																\$	-	
																\$	-	
														Frt	\$0.00	Total Added Pay Items		\$0.00
Total Above		\$82,114.00	Contingency %		10.0%		\$8,211.40	Engineering	L.S.	\$0.00	IL/GL	L.S.	\$0.00	Tax Est.- Material	7.0%	\$4,674.00		
\$ Per Ft-Trk		\$0.00	Surf \$ Per Ft w/Bal		\$0.00	\$ Per T/O	\$0.00	\$ Per Xing Ft		\$636.79	Date	11/10/21	Builders Risk	\$0.00				
Copy of 2019 07 CROSSING DATA BASE.xlsx						Flagging cost		\$	-	Total W/Eng, Cont, GL's & Tax on Material				\$95,000.00				
Project Description & Notes :																		