



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, August 17, 2023 at 7:00 PM

AGENDA

COUNCILPERSONS:

Matt Santini – Mayor
Calvin Cooley – Mayor Pro Tem
Gary Fox
Kari Hodge
Cary Roth
Jayce Stepp
Taff Wren

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

David Archer

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

1. August 3, 2023, Council Meeting Minutes
2. August 9, 2023, Special Called Meeting Minutes

PUBLIC HEARING

3. City of Cartersville M&O Millage Rate Set at 2.910 Mills for 2023
4. Cartersville Business Improvement District Millage Rate Set at 0.846 Mills for 2023
5. GO Parks & Recreation Property Tax Millage Rate Set at 0.400 Mills for 2023
6. Cartersville School System Millage Rate Set at 13.906 Mills for 2023

APPOINTMENTS

7. Alcohol Control Board
8. Historic Preservation Commission

PUBLIC HEARING - 1ST READING OF ZONING/ANNEXATION REQUESTS

- [9.](#) AZ23-02. Allatoona Dam Rd. Applicant: City of Cartersville

RESOLUTIONS

- [10.](#) Rome-Cartersville Development Corridor
- [11.](#) Pension Plan Resolution and Amendments

SURPLUS EQUIPMENT

- [12.](#) Surplus Vehicles and Equipment

CONTRACTS/AGREEMENTS

- [13.](#) Construction Manager at Risk (CMAR) Subcontractor contracts
- [14.](#) Settlement Agreement 53 Goodyear Avenue
- [15.](#) Johnson Controls Memorandum of Understanding (MOU)
- [16.](#) Firing Range Facility Architectural and Engineering Services
- [17.](#) Etowah Bush School Contract for Performing Services

SECOND READING OF ORDINANCES

- [18.](#) Amendment and Restatement of the 1967 Retirement Plan
- [19.](#) Amendment and Restatement of the 2017 Retirement Plan
- [20.](#) Amendment to Retirement Plan Ordinances

CONTRACTS/AGREEMENTS

- [21.](#) Dedication and Maintenance Agreement – Satterfield Commons Townhomes
- [22.](#) Dedication and Maintenance Agreement – The Bend at Pettit Creek Townhomes
- [23.](#) Annual Electric System Trimming Contract

BID AWARD/PURCHASES

- [24.](#) 500kVA/208V Transformer Purchase
- [25.](#) 500kVA/480V Transformer Purchases
- [26.](#) 1000kVA/480V Transformer Purchase
- [27.](#) Water System PLC Upgrade

[28.](#) Land Permitting Technical Assistance

ENGINEERING SERVICES

[29.](#) Engineering Services for Galvanized Water Line Replacement

CHANGE ORDER

[30.](#) Douthit Ferry Road Widening Engineering Change Order

BID AWARD/PURCHASES

[31.](#) Asbestos Abatement on City Property

[32.](#) Mauldin & Jenkins 2022 MEAG Invoice

MONTHLY FINANCIAL STATEMENT

[33.](#) June 2023 Financial Report

ADJOURNMENT

Persons with disabilities needing assistance to participate in any of these proceedings should contact the human resources office, ADA coordinator, 48 hours in advance of the meeting at 770-387-5616.

P.O Box 1390 – 10 N. Public Square – Cartersville, Georgia 30120
Telephone: 770-387-5616 – Fax 770-386-5841 – www.cityofcartersville.org



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Council Meeting Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	August 3, 2023, Council Meeting Minutes
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Minutes from August 3, 2023, have been uploaded for your review and approval.
LEGAL:	NA

City Council Meeting
City Hall – Council Chambers
August 3, 2023
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

WORK SESSION

Mayor Matthew Santini opened Work Session at 6:02 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Council Member Fox made a motion to enter into Executive Session for the purposes of Personnel and Litigation. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

Mayor Santini closed Work Session at 06:45 P.M.

OPENING MEETING

Mayor Santini called the Council Meeting to order at 7:00 P.M.

Invocation by Council Member Roth.

Pledge of Allegiance led by Council Member Fox.

The City Council met in Regular Session with Mathew Santini, Mayor, presiding, and the following present: Cary Roth, Council Member Ward Three; Calvin Cooley, Council Member Ward Four; Gary Fox, Council Member Ward Five; Taff Wren, Council Member Ward Six; Dan Porta, City Manager; Ashley Peters, Deputy City Clerk; and Keith Lovell, Assistant City Attorney.

Absent: Kari Hodge, Council Member Ward One and Jayce Stepp, Council Member Ward Two.

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. July 20, 2023, Council Meeting Minutes

Council Member Cooley made a motion to approve the July 20, 2023, Meeting Minutes. Council Member Fox seconded the motion. The motion carried unanimously.
Vote: 4-0

Council Member Wren made a motion to add one item to the agenda. Council Member Roth seconded the motion. Motion carried unanimously. Vote 4-0

ADDED ITEM

2. Oath of Office

Mayor Santini stated David Archer and Keith Lovell would be exchanging titles effective immediately if approved by Council.

Council Member Wren made a motion to approve the change and title of David Archer to Assistant City Attorney and Keith Lovell, City Attorney. Council Member Roth seconded the motion. Motion carried unanimously. Vote 4-0.

Ashley Peters, Deputy City Clerk, swore Mr. Lovell in as the new City Attorney, and Mr. Archer in as the Assistant City Attorney.

CONTRACTS/AGREEMENTS

3. Mission Road Sewer Project Closeout

Sidney Forsyth, Water Department Director, stated the Mission Road Gravity Sewer Replacement Project has been completed. The final payment to the contractor, K.M. Davis Contracting Co., Inc. has been processed for payment. A reconciliation change order was provided that adjusted the final project cost to \$2,319,971.18, representing a \$68,757.12 deduction from the original contract price. I recommend approval for the mayor to sign the final reconciliation change order to close the project.

Council Member Fox made a motion to approve the Mission Road Sewer Project Closeout. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

4. Addendum to GMA Customer Service Training Contract

Dan Porta, City Manager, stated Addendum No. 1 to the contract with Georgia Municipal Association (GMA) included additional or “make-up” customer service training sessions for city employees.

Council Member Fox made a motion to approve the Addendum to GMA Customer Service Training Contract. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 4-0

5. Updated Hydrology Study Proposal

Scott Carter, Fire Chief, stated the Fire Department requests approval for Croft and Associates to complete an updated hydrology study for the new fire station at Carter Grove. The latest study that we are aware of is believed to have been conducted in 2005. We reached out to the original firm, but they have been unable to provide us with the data. The Public Works Superintendent recommended updating the study to include all changes to stormwater regulations and best management practices. The cost of the study is \$12,500.00 and is a budgeted expense.

Council Member Fox made a motion to approve the Updated Hydrology Study Proposal. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 4-0

6. CMR at Fire Station #5

Freddy Morgan, Assistant City Manager, stated this was the professional services agreement between the City and Reeves Young to perform CMR services for Fire Station #5.

Council Member Fox made a motion to approve the CMR at Fire Station #5. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 4-0

Pension Plan Resolution and Amendment was removed from the agenda.

RESOLUTIONS

7. 178 W Main Street Concept Plan

Mr. Porta stated the Womack Brothers LLC are seeking approval of conceptual plans for City Overlook, a proposed townhome development located at 178 W. Main Street.

Matt Womack, 716 West Avenue, came forward and stated 30 days was sufficient for closing.

Discussion commenced among the Mayor and Council Members and ultimately decided that 60 days was needed to provide further detailed drawings and information on materials that would be used.

Mr. Womack agreed to the 60-day extension and agreed to provide the Mayor and City Council with the requested details.

Council Member Roth made a motion to add an item to the agenda. Council Member Wren seconded the motion. Motion carried unanimously. Vote 4-0

Council Member Roth made a motion to adjust the concept plan 178 W Main Street Concept Plan as well as extend the due date to 60 days. Council Member Wren seconded the motion. Motion carried unanimously. Vote: 4-0

FIRST READING OF ORDINANCES

8. Amendment and Restatement of the 1967 Retirement Plan

Mr. Porta stated this ordinance amendment and restatement will allow the city to move our plan assets for the 1967 Pension Plan to the Georgia Municipal Employees Benefit System (GMEBS) to allow them to manage our pension plan assets and provide the monthly benefits to city retirees. Moving to GMEBS is a win for the city as it reduces our costs to maintain the defined benefit plan offered to our employees hired before January 1, 2017.

This was a first reading and will be voted on at the September 7, 2023, Council Meeting.

9. Amendment and Restatement of the 2017 Retirement Plan

Mr. Porta stated this ordinance amendment and restatement will allow the city to move our plan assets for the 2017 Pension Plan to the Georgia Municipal Employees Benefit System (GMEBS) to allow them to manage our pension plan assets and provide the monthly benefits to city retirees. Moving to GMEBS has allowed us to increase the pension plan benefit multiplier to 2%, which helps us retain and recruit new employees. This plan is for employees hired on or after January 1, 2017.

This was a first reading and will be voted on at the September 7, 2023, Council Meeting.

10. Amendment to Retirement Plan Ordinances

Mr. Porta stated moving to GMEBS created a need to amend several of our existing retirement plan ordinances.

This was a first reading and will be voted on at the September 7, 2023, Council Meeting.

BID AWARD/PURCHASES

11. Loftness Mulcher Head for Skid Steer

Steve Roberts, Parks and Recreation Director, stated Parks and Recreation requests to purchase a 61” Loftness mulcher head for the skid steer to improve the efficiency of clearing and maintaining properties. This item will be shared among departments. Sunbelt Rentals had the lowest quote of \$33,000. The request is not budgeted, but funds are available in the general fund.

Council Member Cooley stated he has seen this in action and makes the areas that are being. Mr. Porta said this purchase will be something that other departments will be able to use.

Council Member Cooley made a motion to approve the purchase of the Loftness Mulcher Head for Skid Steer. Council Member Fox seconded the motion. Motion carried unanimously. Vote:4-0

12. Fingerprint Machine Replacement

Frank McCann, Police Chief, stated the Police Department is requesting approval to purchase a replacement fingerprint machine. Our current fingerprint machine is constantly malfunctioning and is over ten years old. Fibercom personnel recommended purchasing an IDEMIA fingerprint machine after researching different companies. The cost is \$27,634.00 and is a budgeted request.

The E-Verify and E-Save documents have been submitted to the police department and are on file. Support and recommendation for this purchase was requested.

Council Member Wren made a motion to approve the Fingerprint Machine Replacement. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

13. Matthews Garage Invoice

Mr. Porta stated one of our patrol vehicles was damaged during a call in December 2022. The cost to repair the vehicle from Matthews Garage is \$8,222.24, and Mr. Porta recommended approval to pay this invoice.

Council Member Wren made a motion to approve the Matthews Garage Invoice. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

14. 167kVA Transformer Purchase

Derrick Hampton, Electric Department Director, stated the Electric Department is requesting approval to purchase (2)-167kVA single-phase-pad-mount transformers from Gresco for the best bid of \$17,902.00

Council Member Wren made a motion to approve the 167kVA Transformer Purchase. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

OTHER

Mayor Santini wanted to bring attention to the council and community that there have been flyers circulating in the downtown area regarding adult entertainment facilities. Mayor Santini wanted to clarify that the flyer circulating is false advertisement, and this type of establishment is not allowed in the downtown area.

ADJOURNMENT

With no other business to discuss, Council Member Cooley made a motion to adjourn.

Meeting Adjourned at 7:31 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Ashley Peters
Deputy City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Council Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	August 9, 2023, Special Called Meeting Minutes
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Minutes from August 9, 2023, Special Called Meeting have been uploaded for your review and approval.
LEGAL:	N/A

City Council Meeting – SPECIAL CALLED
10 N. Public Square
August 9, 2023
5:00 P.M. – Council Meeting

OPENING MEETING

Mayor Santini called the Council Meeting to order at 5:00 PM.

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Fox.

The City Council met in Special Called Session with Matthew Santini, Mayor presiding and the following present: Jayce Stepp, Council Member Ward Two; Cary Roth, Council Member Ward Three; Calvin Cooley, Council Member Ward Four; Gary Fox, Council Member Ward Five; Dan Porta, City Manager; Julia Drake, City Clerk

Absent: Kari Hodge, Council Member Ward One; Taff Wren, Council Member Ward Six

PUBLIC HEARING

1. City M&O Millage Rate – 1st Public Hearing

Mayor Matthew Santini stated property taxes received from the Cartersville M&O property tax collections are used for the general city government operations, which include police, fire, recreation, public works, etc.

The proposed 2023 millage rate is set at 2.910 mills. This rate is the same as last year. Furthermore, the city is required to hold three public hearings for the citizens to voice their opinions regarding the proposed property tax increase.

Public hearing was opened.

Joe Bolducc, 14 Allison Cit., came forward to speak in opposition of the property tax increase to which Mayor Santini stated the increase in property taxes are handles by Bartow County Tax Assessors Office.

Michael Lusk, 4 Twin Leaf Ct., came forward to speak in opposition of the increase of taxes.

With no one else to come forward to speak for or against the City M&O Millage Rate, the public hearing was closed.

This was the first public hearing. The second public hearing will be held on August 17, 2023, at 8 AM, and the third public hearing will be held on August 17, 2023 at 7 PM. Approval is recommended of the Cartersville M&O property tax millage rate of 2.910 mills for 2023.

2. Cartersville School System M&O Millage Rate

Mayor Santini stated the Cartersville City School System has recommended to their Board to adopt the millage rate of 13.906 mill for 2023. This rate is not an increase and will remain the same as for the past 2 years.

Public hearing was opened.

Mr. Lusk returned to the podium to speak in opposition to the millage rate.

Lee Goldberg, 16 Ridgeview Dr., came forward to state she was against the rate and would prefer a roll-back rate to help off-set the rise in property taxes.

Mr. Bolducc returned to the podium to speak against the 13.906 millage rate.

With no one else to come forward to speak for or against the City M&O Millage Rate, the public hearing was closed.

Furthermore, the city is required to hold three public hearings for the citizens to voice their opinions regarding the proposed property tax increase. This was the first public hearing. The second public hearing will be held on August 17, 2023, at 8 AM, and the third public hearing will be held on August 17, 2023, at 7 PM. Approval was recommended of the Cartersville City School System property tax millage rate of 13.906 mills for 2023.

Council Member Stepp made a motion to adjourn.

Meeting Adjourned at 5:42 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Public Hearing
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	City of Cartersville M&O Millage Rate Set at 2.910 Mills for 2023
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The property taxes received from the Cartersville M&O property tax collections are used for the general city government operations, which include police, fire, recreation, public works, etc.</p> <p>The proposed 2023 millage rate is set at 2.910 mills and is not the rollback rate (the rollback rate was 2.397 mills). As a result, the rate of 2.91 mills is considered to be a property tax increase of 21.40% over the rollback rate. The tax increase on a house that has a fair market value of \$200,000 would be approximately \$41.04. Furthermore, the city is required to hold three public hearings for the citizens to voice their opinions regarding the proposed property tax increase.</p> <p>The first public hearing was held on August 9, 2023, at 5 PM. The second public hearing will be held on August 17, 2023, at 8 AM, and the third public hearing will be held on August 17, 2023, at 7 PM. I recommend approval of the Cartersville M&O property tax millage rate of 2.910 mills for 2023.</p>
LEGAL:	None

NOTICE OF PROPERTY TAX INCREASE

Meeting: August 17, 2023 Item3.

The City of Cartersville M&O has tentatively adopted a millage rate which will require an increase in property taxes by 21.40 percent.

All concerned citizens are invited to the public hearing on this tax increase to be held at City Council Chambers located on the Third Floor, City Hall, 10 North Public Square on Wednesday, August 9, 2023 at 5:00 PM.

Times and places of additional public hearings on this tax increase are at City Council Chambers located on the Third Floor, City Hall, 10 North Public Square on Thursday, August 17, 2023 at 8:00 AM and Thursday, August 17, 2023 at 7:00 PM.

This tentative increase will result in a millage rate of 2.910mills, an increase of 0.513 mills over the rollback rate. Without this tentative tax increase, the millage rate will be no more than 2.397 mills. The proposed tax increase for a home with a fair market value of \$200,000 is approximately \$41.04 and the proposed tax increase for nonhomestead property with a fair market value of \$275,000 is approximately \$56.43.

**CITY OF CARTERSVILLE M & O
NOTICE OF PUBLIC HEARING**

Tax Digest and M&O and Capital Levy History for Current and Past Five Years

The City of Cartersville City Council hereby announces that the M&O and Capital millage rate for the City of Cartersville for fiscal year 2024 will be established at the Council meeting on August 17, 2023 at 7:00 p.m. in the City Council Chambers located on the Third Floor, City Hall, 10 North Public Square. The 2023 tax digest figures are preliminary at the present time. Pursuant to the requirements of O.C.G.A. 48-5-32, the city hereby publishes the following schedule of the current year's tax digest and levy, in addition to the past five years' tax digest and levy. This information only applies to the operations of the city government.

Current 2023 Tax Digest and 5-Year History of Levy

	2018	2019	2020	2021	2022	Preliminary 2023
City Digest and Levy						
Real & Personal	\$1,036,738,140	\$1,180,843,404	\$1,319,807,450	\$1,330,695,696	\$1,544,076,129	\$1,998,627,565
Motor Vehicle	\$12,846,280	\$10,547,170	\$9,643,450	\$7,575,310	\$7,621,780	\$7,858,840
Mobile Homes	\$26,462	\$38,702	\$52,802	\$52,054	\$68,980	\$68,980
Timber - 100%	\$0	\$0	\$9,255	\$0	\$0	\$0
Heavy Duty Equipment	\$45,847	\$163,113	\$30,024	\$21,883	\$112,757	\$199,906
Public Utilities	\$10,549,734	\$10,975,639	\$12,176,563	\$20,527,322	\$21,926,602	\$21,926,602
Gross Digest	\$1,060,206,463	\$1,202,568,028	\$1,341,719,544	\$1,358,872,265	\$1,573,806,248	\$2,028,681,893
Less: M&O Exemptions	\$92,394,009	\$99,606,056	\$100,277,564	\$93,078,266	\$109,926,532	\$169,655,776
Net M&O Digest	\$967,812,454	\$1,102,961,972	\$1,241,441,980	\$1,265,793,999	\$1,463,879,716	\$1,859,026,117
M&O Millage	2.2590	3.2590	2.9100	2.9100	2.9100	2.9100
Dollars Generated	\$2,186,288	\$3,594,553	\$3,612,596	\$3,683,461	\$4,259,890	\$5,409,766
Total \$ Increase/(Decrease)	(\$24,796)	\$1,408,265	\$18,043	\$70,864	\$576,429	\$1,149,876
% Increase/Decrease(-)	-1.12%	64.41%	0.50%	1.96%	15.65%	26.99%
Total Millage Rate	2.2590	3.2590	2.9100	2.9100	2.9100	2.9100

Meeting: August 17, 2023 Item3.

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES

COUNTY: BARTOW TAXING JURISDICTION: CARTERSVILLE M&O - 2nd prelim

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2022 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2023 DIGEST
REAL	1,215,314,706	327,860,963	54,847,165	1,598,022,834
PERSONAL	350,688,025		71,843,308	422,531,333
MOTOR VEHICLES	7,621,780		237,060	7,858,840
MOBILE HOMES	68,980		0	68,980
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	112,757		87,149	199,906
GROSS DIGEST	1,573,806,248	327,860,963	127,014,682	2,028,681,893
EXEMPTIONS	109,926,532		59,729,244	169,655,776
NET DIGEST	1,463,879,716	327,860,963	67,285,438	1,859,026,117
	(PYD)	(RVA)	(NAG)	(CYD)
2022 MILLAGE RATE:	2.910		2023 MILLAGE RATE:	2.910

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2022 Net Digest	PYD	1,463,879,716	
Net Value Added-Reassessment of Existing Real Property	RVA	327,860,963	
Other Net Changes to Taxable Digest	NAG	67,285,438	
2023 Net Digest	CYD	1,859,026,117	(PYD+RVA+NAG)
2022 Millage Rate	PYM	2.910	PYM
Millage Equivalent of Reassessed Value Added	ME	0.513	(RVA/CYD) * PYM
Rollback Millage Rate for 2023	RR - ROLLBACK RATE	2.397	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2023 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	2.397
	2022 Millage Rate	2.910
	Percentage Tax Increase	21.40%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors

Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner

Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2023 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2023 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2023 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2023 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party

Title

Date



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Public Hearing
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Cartersville Business Improvement District Millage Rate Set at 0.846 Mills for 2023
DEPARTMENT SUMMARY RECOMMENDATION:	The Cartersville Business Improvement District (BID) is made up of the Downtown Cartersville Business District. These business owners have been self-assessing property tax for many years to raise funds for use in the downtown area. The Downtown Development Authority (DDA) works with local businesses to use the funds to improve the downtown area. The DDA Board requests the City Council’s approval of their recommended BID’s property tax millage of 0.846 mills for 2023. This is the rollback rate. I recommend approval of the Cartersville Business Improvement District property tax millage of 0.846 mills for 2023.
LEGAL:	None

**CARTERSVILLE DOWNTOWN DEVELOPMENT AUTHORITY
NOTICE OF PUBLIC HEARING
Tax Digest and M&O and Capital Levy History for Current and Past Five Years**

The City of Cartersville City Council hereby announces that the M&O and Capital millage rate for the Cartersville Downtown Development Authority for fiscal year 2024 will be established at the Council meeting on August 17, 2023 at 7:00 P.M. in the City Council Chambers located on the Third Floor, City Hall, 10 North Public Square. The 2023 tax digest figures are preliminary at the present time. Pursuant to the requirements of O.C.G.A. 48-5-32, the city hereby publishes the following schedule of the current years' tax digest and levy, in addition to the past five years' tax digest and levy. This information only applies to the Cartersville Downtown Development Authority.

Current 2023 Tax Digest and 5-Year History of Levy

	2018	2019	2020	2021	2022	Preliminary 2023
Downtown Development Authority Digest and Levy	\$10,925,365	\$13,812,529	\$18,479,613	\$18,715,957	\$21,484,678	\$28,034,531
Real & Personal						
Motor Vehicle						
Mobile Homes						
Timber - 100%						
Heavy Duty Equipment						
Public Utilities						
Gross Digest	\$10,925,365	\$13,812,529	\$18,479,613	\$18,715,957	\$21,484,678	\$28,034,531
Less: M&O Exemptions	\$112,000	\$204,683	\$175,283	\$193,830	\$214,152	\$402,016
Net M&O Digest	\$10,813,365	\$13,607,846	\$18,304,330	\$18,522,127	\$21,270,526	\$27,632,515
M&O Millage	2.2100	1.7890	1.2790	1.2330	1.1200	0.8460
Dollars Generated	\$23,898	\$24,344	\$23,411	\$22,838	\$23,823	\$23,377
Total \$ Increase/(Decrease)	\$0	\$448	(\$932)	(\$572)	\$986	(\$445)
% Increase/Decrease(-)	0.00%	1.87%	-3.90%	-2.35%	4.21%	-1.87%
Total Millage Rate	2.2100	1.7890	1.2790	1.2330	1.1200	0.8460

Meeting: August 17, 2023 Item 4.

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES

COUNTY: BARTOW TAXING JURISDICTION: CARTERSVILLE DDA - 2nd prelim

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2022 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2023 DIGEST
REAL	21,484,678	6,766,783	(216,930)	28,034,531
PERSONAL	0		368	368
MOTOR VEHICLES	0		0	0
MOBILE HOMES	0		0	0
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	21,484,678	6,766,783	(216,562)	28,034,899
EXEMPTIONS	214,152		187,864	402,016
NET DIGEST	21,270,526	6,766,783	(404,426)	27,632,883
	(PYD)	(RVA)	(NAG)	(CYD)
2022 MILLAGE RATE:	1.120		2023 MILLAGE RATE:	0.846

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2022 Net Digest	PYD	21,270,526	
Net Value Added-Reassessment of Existing Real Property	RVA	6,766,783	
Other Net Changes to Taxable Digest	NAG	(404,426)	
2023 Net Digest	CYD	27,632,883	(PYD+RVA+NAG)
2022 Millage Rate	PYM	1.120	PYM
Millage Equivalent of Reassessed Value Added	ME	0.274	(RVA/CYD) * PYM
Rollback Millage Rate for 2023	RR - ROLLBACK RATE	0.846	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2023 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	0.846
	2023 Millage Rate	0.846
	Percentage Tax Increase	0.00%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

.....
Chairman, Board of Tax Assessors

.....
Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

.....
Tax Collector or Tax Commissioner

.....
Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2023 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2023 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2023 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2023 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

.....
Responsible Party

.....
Title

.....
Date



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Public Hearing
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	GO Parks & Recreation Property Tax Millage Rate Set at 0.400 Mills for 2023
DEPARTMENT SUMMARY RECOMMENDATION:	The citizens of Cartersville approved a referendum in November of 2014 authorizing the city to issue bonds to be used to pay for renovations and improvements to the parks and recreation buildings and properties. The bonds were issued with a ten-year payback period. In order to make the scheduled bond payments, the city is assessing a property tax millage of 0.400 mills (below the rollback rate of 0.514 mills) for 2023, also approved by the citizens. The millage rate for this will fluctuate over the ten years and will need to be set with a millage large enough to cover the semi-annual bond payments. I recommend approval of the Cartersville GO Parks and Recreation Bond tax millage rate of 0.400 mills for 2023.
LEGAL:	None

**CITY OF CARTERSVILLE GO PARKS AND RECREATION BOND
NOTICE OF PUBLIC HEARING**

Tax Digest and M&O and Capital Levy History for Current and Past Five Years

The City of Cartersville City Council hereby announces that the GO Parks & Recreation Bond millage rate for the fiscal year 2024 will be established at the Council meeting on August 17, 2023 at 7:00 P.M. in the City Council Chambers located on the Third Floor, City Hall, 10 North Public Square. The 2023 tax digest figures are preliminary at the present time. Pursuant to the requirements of O.C.G.A. 48-5-32, the city hereby publishes the following schedule of the current year's tax digest and levy, in addition to the past five years' tax digest and levy. This information only applies to the debt payment for the GO Parks and Recreation Bond.

Current 2023 Tax Digest and 5-Year History of Levy

	2018	2019	2020	2021	2022	Preliminary 2023
Parks and Recreation Digest and Levy						
Real & Personal	\$1,057,720,590	\$1,180,843,404	\$1,319,807,450	\$1,330,695,696	\$1,544,076,099	\$1,998,627,565
Motor Vehicle	\$12,846,280	\$10,547,170	\$9,643,450	\$7,575,310	\$7,621,780	\$7,858,840
Mobile Homes	\$26,462	\$38,702	\$52,802	\$52,054	\$68,980	\$68,980
Timber - 100%	\$0	\$0	\$9,255	\$0	\$0	\$0
Heavy Duty Equipment	\$45,847	\$163,113	\$30,024	\$21,883	\$112,757	\$199,906
Public Utilities	\$10,549,734	\$10,975,639	\$12,176,563	\$20,527,322	\$21,926,602	\$21,926,602
Gross Digest	\$1,081,188,913	\$1,202,568,028	\$1,341,719,544	\$1,358,872,265	\$1,573,806,218	\$2,028,681,893
Less: M&O Exemptions	\$128,817,379	\$99,606,056	\$100,277,567	\$93,078,267	\$109,926,532	\$169,655,776
Net M&O Digest	\$952,371,534	\$1,102,961,972	\$1,241,441,977	\$1,265,793,998	\$1,463,879,686	\$1,859,026,117
M&O Millage	0.9690	0.8610	0.7700	0.7700	0.6240	0.4000
Dollars Generated	\$922,848	\$949,650	\$955,910	\$974,661	\$913,461	\$743,610
Total \$ Increase/(Decrease)	(\$25,708)	\$26,802	\$6,261	\$18,752	(\$61,199)	(\$169,849)
% Increase/Decrease (-)	-2.71%	2.90%	0.66%	1.96%	-6.28%	-18.59%
Total Millage Rate	0.9690	0.8610	0.7700	0.7700	0.6240	0.4000

Meeting: August 17, 2023 Item5.

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES

COUNTY: BARTOW TAXING JURISDICTION: CARTERSVILLE Parks & recs - 2nd prelim

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2022 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2023 DIGEST
REAL	1,215,314,676	327,860,963	54,847,195	1,598,022,834
PERSONAL	350,688,025		71,843,308	422,531,333
MOTOR VEHICLES	7,621,780		237,060	7,858,840
MOBILE HOMES	68,980		0	68,980
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	112,757		87,149	199,906
GROSS DIGEST	1,573,806,218	327,860,963	127,014,712	2,028,681,893
EXEMPTIONS	109,926,532		59,729,244	169,655,776
NET DIGEST	1,463,879,686	327,860,963	67,285,468	1,859,026,117
	(PYD)	(RVA)	(NAG)	(CYD)
2022 MILLAGE RATE:	0.624		2023 MILLAGE RATE:	0.400

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2022 Net Digest	PYD	1,463,879,686	
Net Value Added-Reassessment of Existing Real Property	RVA	327,860,963	
Other Net Changes to Taxable Digest	NAG	67,285,468	
2023 Net Digest	CYD	1,859,026,117	(PYD+RVA+NAG)
2022 Millage Rate	PYM	0.624	PYM
Millage Equivalent of Reassessed Value Added	ME	0.110	(RVA/CYD) * PYM
Rollback Millage Rate for 2023	RR - ROLLBACK RATE	0.514	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2023 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	0.514
	2022 Millage Rate	0.400
	Percentage Tax Increase	-22.18%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors

Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner

Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2023 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2023 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2023 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2023 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party

Title

Date



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Public Hearing
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Cartersville School System Millage Rate Set at 13.906 Mills for 2023
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Cartersville City School System has recommended to their Board to adopt the millage rate of 13.906 mill for 2023. The rollback rate is 11.327 mills. As a result, the rate of 13.906 mills is considered to be a property tax increase of 22.77% over the rollback rate. The tax increase on a house that has a fair market value of \$200,000 would be approximately \$205.84.</p> <p>Furthermore, the city is required to hold three public hearings for the citizens to voice their opinions regarding the proposed property tax increase. The first public hearing was held on August 9, 2023, at 5 PM. The second public hearing will be held on August 17, 2023, at 8 AM, and the third public hearing will be held on August 17, 2023, at 7 PM. The City Council approves the School Board’s recommended tax millage rate for city residents where all the property taxes collected are used by the Cartersville City School System. I recommend approval of the Cartersville City School System property tax millage rate of 13.906 mills for 2023.</p>
LEGAL:	None

NOTICE OF PROPERTY TAX INCREASE

Meeting: August 17, 2023 Item 6.

Cartersville City School System has tentatively adopted a millage rate which will require an increase in property taxes by 22.77 percent.

All concerned citizens are invited to the public hearing on this tax increase to be held at City Council Chambers located on the Third Floor, City Hall, 10 North Public Square on Wednesday, August 9, 2023 at 5:00 PM.

Times and places of additional public hearings on this tax increase are at City Council Chambers located on the Third Floor, City Hall, 10 North Public Square on Thursday, August 17, 2023 at 8:00 AM and Thursday, August 17, 2023 at 7:00 PM.

This tentative increase will result in a millage rate of 13.906 mills, an increase of 2.573 mills over the rollback rate. Without this tentative tax increase, the millage rate will be no more than 11.327 mills. The proposed tax increase for a home with a fair market value of \$200,000 is approximately \$205.84 and the proposed tax increase for nonhomestead property with a fair market value of \$275,000 is approximately \$283.03.

**CITY OF CARTERSVILLE SCHOOL SYSTEM
NOTICE OF PUBLIC HEARING**

Tax Digest and M&O and Capital Levy History for Current and Past Five Years

The City of Cartersville City Council hereby announces that the M&O and Capital millage rate for the City of Cartersville School System for fiscal year 2024 will be established at the Council meeting on August 17, 2023 at 7:00 P.M. in the City Council Chambers located on the Third Floor, City Hall, 10 North Public Square. The 2023 tax digest figures are preliminary at the present time. Pursuant to the requirements of O.C.G.A. 48-5-32, the city hereby publishes the following schedule of the current year's tax digest and levy, in addition to the past five years' tax digest and levy. This information only applies to the operations of the city school system.

Current 2023 Tax Digest and 5-Year History of Levy

City School System Digest and Levy	2018	2019	2020	2021	2022	Preliminary 2023
Real & Personal	\$1,057,720,590	\$1,172,863,513	\$1,319,375,963	\$1,330,695,996	\$1,545,475,409	\$1,998,627,565
Motor Vehicle	\$12,846,280	\$10,547,170	\$9,643,450	\$7,575,310	\$7,621,780	\$7,858,840
Mobile Homes	\$26,462	\$38,702	\$52,802	\$52,054	\$68,980	\$68,980
Timber - 100%	\$0	\$0	\$9,255	\$21,883	\$0	\$0
Heavy Duty Equipment	\$45,847	\$163,113	\$30,024	\$0	\$112,757	\$199,906
Public Utilities	\$10,549,734	\$10,975,639	\$12,176,563	\$20,527,322	\$20,527,322	\$21,926,602
Gross Digest	\$1,081,188,913	\$1,194,588,137	\$1,341,288,057	\$1,358,872,265	\$1,573,806,248	\$2,028,681,893
Less: M&O Exemptions	\$128,817,379	\$136,513,004	\$170,641,938	\$173,834,036	\$196,221,712	\$260,808,398
Net M&O Digest	\$952,371,534	\$1,058,075,133	\$1,170,646,119	\$1,185,038,229	\$1,377,584,536	\$1,767,873,495
M&O Millage	15.674	14.576	14.576	13.906	13.906	13.906
Dollars Generated	\$14,927,471	\$15,422,503	\$17,063,338	\$16,479,142	\$19,156,691	\$24,584,049
Total \$ Increase/(Decrease)	\$145,956	\$495,032	\$1,640,835	(\$584,196)	\$2,677,549	\$5,427,358
% Increase/Decrease(-)	0.99%	3.32%	10.64%	-3.42%	16.25%	31.81%
Total Millage Rate	15.674	14.576	14.576	13.906	13.906	13.906

Meeting: August 17, 2023 Item6.

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2023

COUNTY: BARTOW TAXING JURISDICTION: CARTERSVILLE SCHOOL - 2nd PRELIMINARY

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2022 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2023 DIGEST
REAL	1,215,314,706	327,860,963	54,847,165	1,598,022,834
PERSONAL	350,688,025		71,843,308	422,531,333
MOTOR VEHICLES	7,621,780		237,060	7,858,840
MOBILE HOMES	68,980		0	68,980
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	112,757		87,149	199,906
GROSS DIGEST	1,573,806,248	327,860,963	127,014,682	2,028,681,893
EXEMPTIONS	196,221,712		64,586,686	260,808,398
NET DIGEST	1,377,584,536	327,860,963	62,427,996	1,767,873,495
	(PYD)	(RVA)	(NAG)	(CYD)
2022 MILLAGE RATE:	13.906		2023 MILLAGE RATE:	13.906

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2022 Net Digest	PYD	1,377,584,536	
Net Value Added-Reassessment of Existing Real Property	RVA	327,860,963	
Other Net Changes to Taxable Digest	NAG	62,427,996	
2023 Net Digest	CYD	1,767,873,495	(PYD+RVA+NAG)
2022 Millage Rate	PYM	13.906	PYM
Millage Equivalent of Reassessed Value Added	ME	2.579	(RVA/CYD) * PYM
Rollback Millage Rate for 2023	RR - ROLLBACK RATE	11.327	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2022 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	11.327
	2023 Millage Rate	13.906
	Percentage Tax Increase	22.77%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors

Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner

Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party

Title

Date



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Alcohol Control Board
DEPARTMENT SUMMARY RECOMMENDATION:	If approved, Matt Terry is willing to continue to serve on the Alcohol Control Board for another term which will expire on September 5, 2027.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Appointments
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Historic Preservation Commission
DEPARTMENT SUMMARY RECOMMENDATION:	Becky Carr and Larry Gregory are willing to continue to serve as board members of the Historic Preservation Commission with new terms expiring on September 7, 2026, if reappointed.
LEGAL:	N/A



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Annexation
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	AZ23-02. Allatoona Dam Rd. Applicant: City of Cartersville
DEPARTMENT SUMMARY RECOMMENDATION:	The applicant requests the annexation of multiple city-owned properties in unincorporated Bartow County and the City of Emerson. The proposed zoning is P-I (Public Institutional). These tracts are associated with the City's Water Treatment Plant. Planning Commission recommended approval 6-0.
LEGAL:	N/A

ZONING & ANNEXATION SYNOPSIS

Petition Number(s): AZ23-02

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: City of Cartersville

Representative: Keith Lovell, City attorney

Location: Allatoona Dam Rd. east of Hwy 41.

1. Tax Parcel E009-0005-001 in Land Lots 536,537,544 & 545 and containing 11.1+/- acres;
2. Tax Parcel E009-0005-003 in Land Lots 545 & 608 and containing 1.23+/- acres;
3. Tax Parcel 0093-0545-001 in Land Lots 473-75, 534-36, 545-46, 607-08 and containing 137.88+/- acres;
4. Tax Parcel 0093-0545-002 in Land Lots 544-45 & 608 and containing 6.85+/- acres; and
5. Tax Parcel 0093-0608-005 in Land Lots 545 & 608 and containing 1.18+/- acres.

Total Acreage: * 158.24 +/- Acres

* As of 8/1/23, a surveyor was preparing a plat to subdivide a 50ft strip from parcel 0093-0545-001 to connect a (4) parcel unincorporated island to other unincorporated tracts north and west of the Etowah River. The total acreage of the annexation will be reduced by the total area of the 50ft. strip. See concept map provided.

LAND USE INFORMATION

Current Zoning: County M-1 (Mining); County A-1 (Agricultural); City of Emerson, C-2 (Community Retail Commercial)

Proposed Zoning: P-I, Public Institutional

Proposed Use: Municipal Water Treatment Facility

Current Zoning of Adjacent Property:

North: County M-1 (Mining); City of Cartersville R-20 (Residential)

South: City of Emerson, C-2 and L-I (Light Industrial)

East: City of Emerson, R (Residential) and L-I (Light Industrial)
West: County A-1 and M-1; City of Cartersville R-20; City of Emerson C-2.

For All Tracts:

District: 4th **Section:** 3rd **LL(S):** 473-474; 534-537; 544-546; 607-608
Ward: 1 **Council Member:** Kari Hodge

The 2018 Future Development Map designates adjacent properties as: Workplace Center

The 2022 Future Land Use Map designates adjacent or nearby city properties as: Low/ Medium Density Residential and Industrial

ANALYSIS

City Departments Reviews

Electric: No Comments

Fibercom: No Comments

Fire: No Comments

Gas: No Comments

Planning and Development: No Comments

Public Works: No Comments

Water and Sewer: No Comments

Cartersville School District: No comments.

Bartow County: 7/24/23. Need to address unincorporated island with (4) tracts for annexation to be legal.

Public comments: None received as of 8-1-2023.

REQUEST SUMMARY:

The City of Cartersville, Applicant, requests the annexation of five (5) properties totaling approx. *158.24 +/- acres north of the intersection of Allatoona Dam Rd and Joe Frank Harris Pkwy (Hwy 41). The properties designated for annexation are bordered by a mix of zoned properties ranging from residential to commercial to industrial and lying in two different jurisdictions, Unincorporated Bartow County and City of Emerson. The primary use of the properties to be annexed is for the Water Treatment Plant, located at 237 Allatoona Dam Rd, Tax Parcel 0093-0545-002.

P-I, Public Institutional, zoning is requested for the parcels.

The City of Cartersville (Water and Sewer), Cartersville Electric Service, Atlanta Gas Light and Georgia Power are the current utility providers in the area.

STANDARDS FOR EXERCISE OF ZONING POWERS.

- A. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal will permit a use (water treatment plant) that is suitable in view of the use and development of adjacent and nearby property.
- B. *Whether the zoning proposal will create an isolated district unrelated to adjacent and nearby districts.*
The proposed application will create an isolated district. This is due to the water source location and the need for the water treatment plant to be located where it is. The use may also be considered an industrial type use which is compatible with surrounding light industrial and commercial uses.
- C. *Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The proposed zoning should not adversely affect the existing use or usability of adjacent property.
- D. *Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.*
The current use will not change as a result of the annexation. The proposal consolidates the use into one jurisdiction and zoning category.
- E. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The zoning proposal should not result in a use that will have an excessive or burdensome use of streets, transportation facilities, utilities or schools.

F. *Whether the zoning proposal is in conformity with the adopted local Comprehensive Land Use Plan.*

The proposed P-I zoning does not conform with the two City of Emerson tracts being annexed per the City of Emerson’s 2022 Future Land Use Map (FLUM). However, the Commercial and High Density Residential FLUM designations are consistent with the City of Emerson’s zoning map. The P-I zoning and the water treatment facility use is compatible with commercial and light industrial uses of adjacent properties remaining in the City of Emerson’s jurisdiction.

The proposed zoning of the Bartow County tract does conform to the 2022 FLUM for Bartow County.

The 2022 FLUM for the City of Cartersville does not address the subject tracts.

G. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*

The zoning proposal should not have an adverse environmental effect.

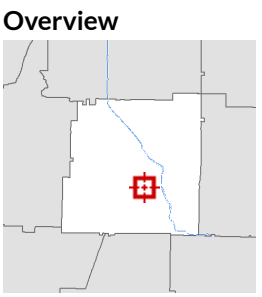
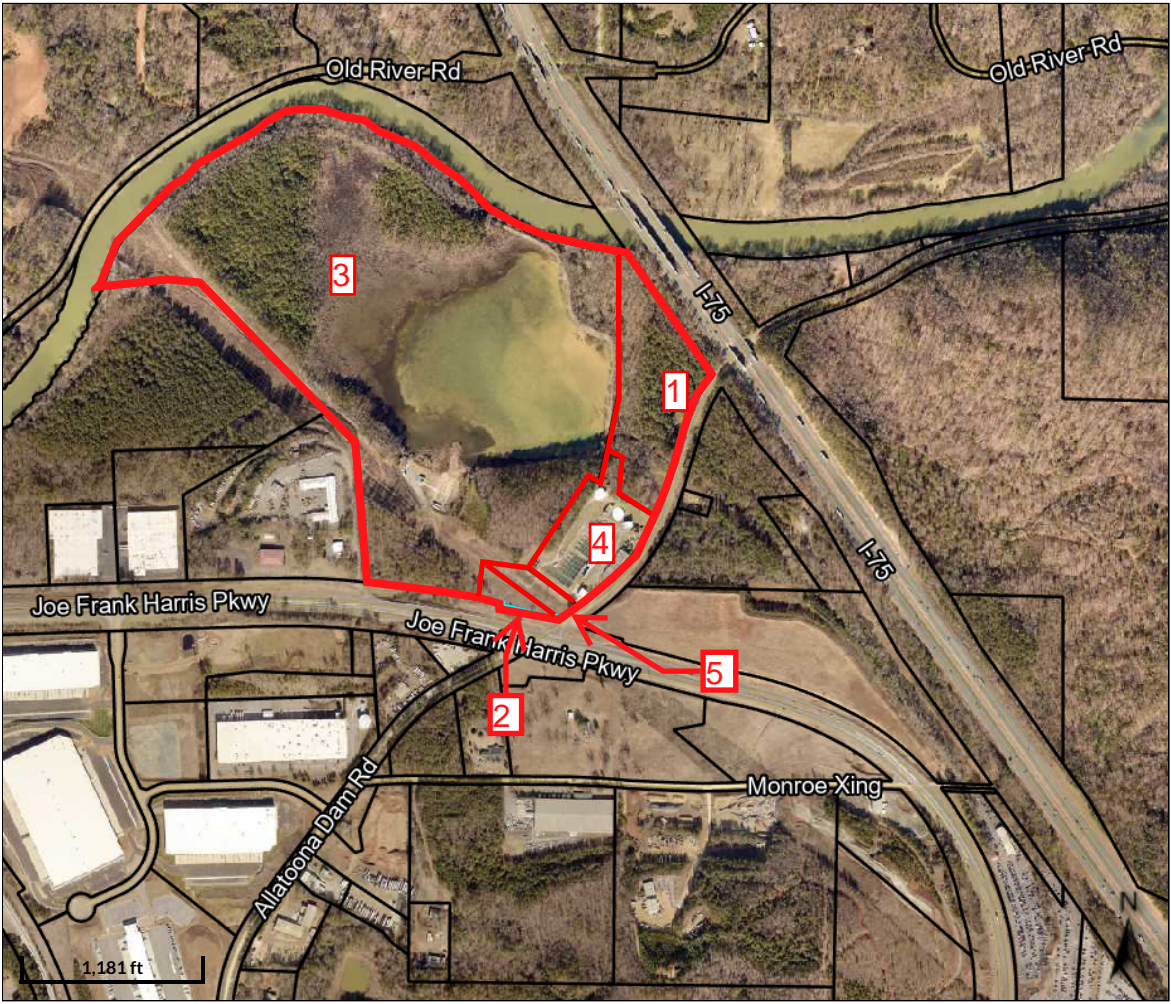
H. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*

No additional conditions are known.

RECOMMENDATION: Staff does not oppose the annexation or P-I zoning.

qPublic.net™ Bartow County, GA

LOCATION MAP



Legend
□ Parcels
— Roads

Parcel ID	E009-0005-003	Alternate ID	22816	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt	PO BOX 1390	
Property Address	ALLATOONA DAM RD	Acreege	1.23	CARTERSVILLE, GA 30120	
District	Emerson				
Brief Tax Description	LL 608 LD 4				

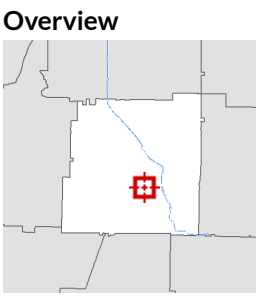
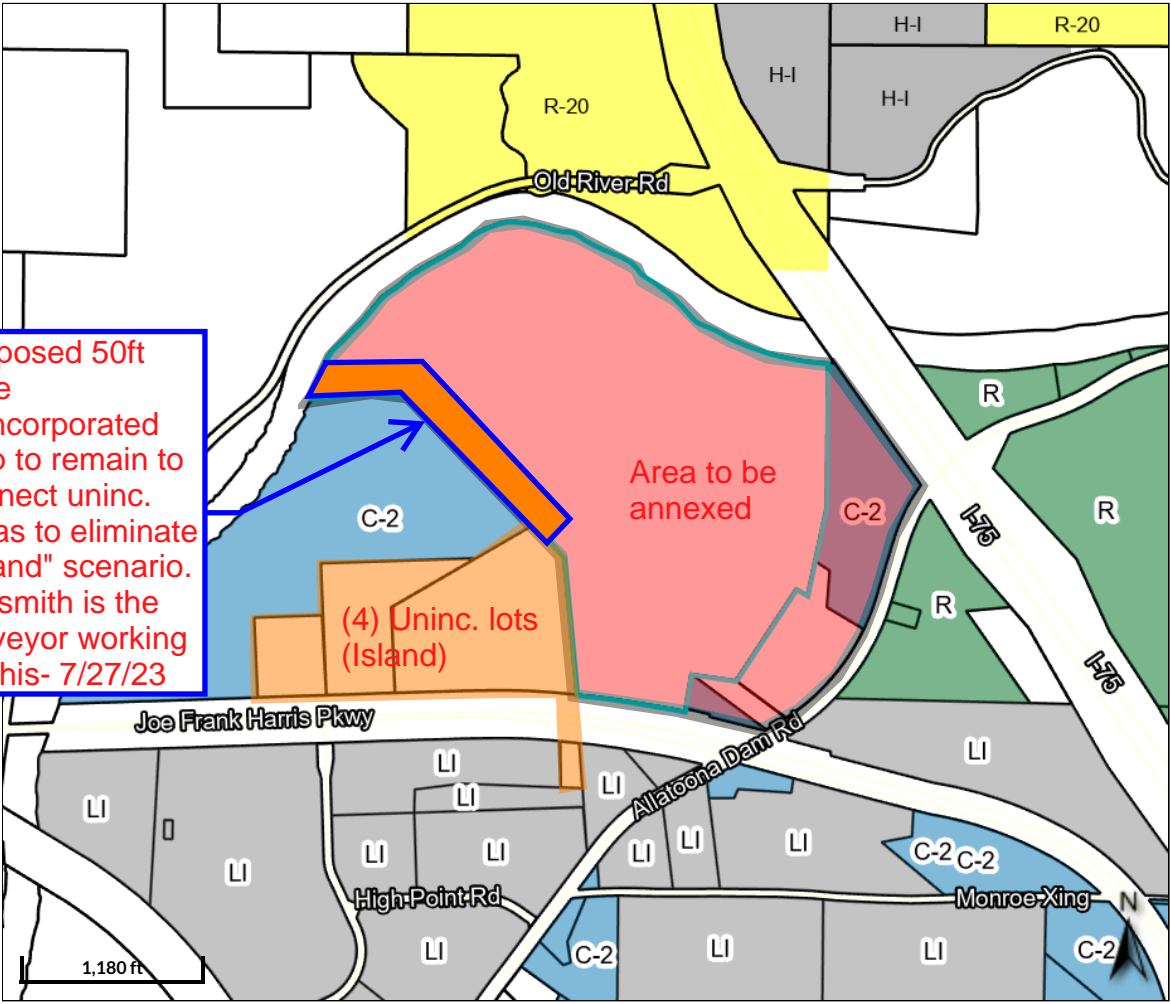
(Note: Not to be used on legal documents)

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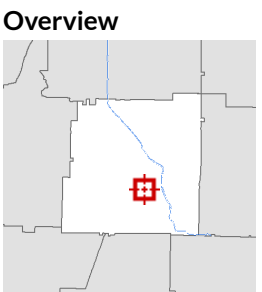
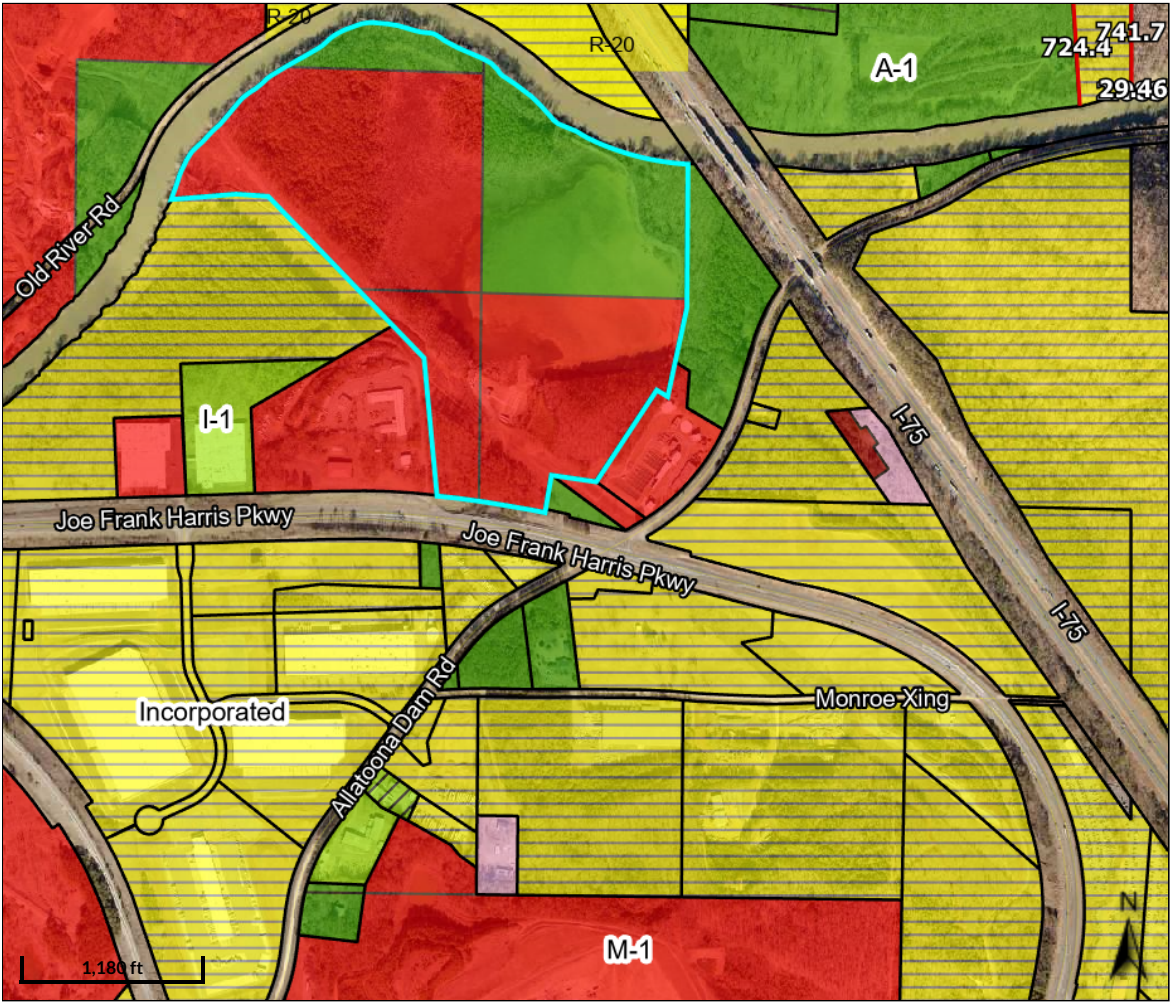


- TAX PARCEL KEY:**
1. Tax Parcel E009-0005-001 in Land Lots 536,537,544 & 545 and containing 11.1+/- acres;
 2. Tax Parcel E009-0005-003 in Land Lots 545 & 608 and containing 1.23+/- acres;
 3. Tax Parcel 0093-0545-001 in Land Lots 473-75, 534-36, 545-46, 607-08 and containing 137.88+/- acres;
 4. Tax Parcel 0093-0545-002 in Land Lots 544-45 & 608 and containing 6.85+/- acres; and
 5. Tax Parcel 0093-0608-005 in Land Lots 545 & 608 and containing 1.18+/- acres.





- Legend**
- Parcels
 - Roads
 - Cartersville Zoning**
 - AG
 - DBD
 - G-C
 - G-C*
 - H-I
 - H-I*
 - L-I
 - L-I*
 - M-U
 - M-U*
 - MF-14
 - MF-14*
 - MN
 - O-C
 - O-C*
 - P-D
 - P-D*
 - P-I
 - P-S
 - P-S*
 - R-10
 - R-10*
 - R-15
 - R-15*
 - R-20
 - R-20*
 - R-7
 - R-7*
 - R-D
 - RA-12
 - RA-12*
 - RSL
 - Emerson Zoning**
 - R - Residential



- Legend**
- Parcels
 - Roads
- Bartow County Zoning**
- A-1
 - A1 (wC)
 - A1CU
 - BPD
 - BPD (wC)
 - C-1
 - C1 (wC)
 - C1CU
 - CN
 - CN (wC)
 - CNCU
 - I-1
 - I-2
 - I1 (wC)
 - I1CU
 - I2 (wC)
 - I2CU
 - Incorporated
 - M-1
 - M1 (wC)
 - M1CU
 - O/I
 - O1 (wC)
 - O1CU
 - PUD
 - PUD (wC)
 - PUDCU
 - R-1
 - R-2
 - R-3
 - R-4
 - R-7
 - R-8
 - R-8 w/c
 - R1 (wC)

-  R2 (wC)
-  R2CU
-  R3 (wC)
-  R3CU
-  R4 (wC)
-  R4CU
-  R7 (wC)
-  RE-1
-  RE-2
-  RE1 (wC)
-  RE1CU
-  RE2 (wC)
-  RE2CU
-  Unknown
-  Zoning with Conditions

Cartersville Zoning

-  AG
-  DBD
-  G-C
-  G-C*
-  H-I
-  H-I*
-  L-I
-  L-I*
-  M-U
-  M-U*
-  MF-14
-  MF-14*
-  MN
-  O-C
-  O-C*
-  P-D
-  P-D*
-  P-I
-  P-S
-  P-S*
-  R-10
-  R-10*
-  R-15
-  R-15*
-  R-20
-  R-20*
-  R-7
-  R-7*
-  R-D
-  RA-12
-  RA-12*
-  RSL

Parcel ID 0093-0545-001
Sec/Twp/Rng n/a
Property Address 480 JOE FRANK HARRIS PKWY
District Bartow County
Brief Tax Description LD 4

Alternate ID 22802
Class Exempt
Acreage 137.88

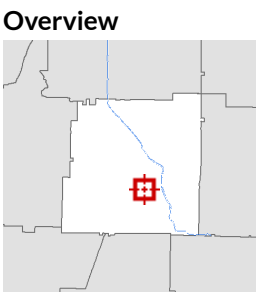
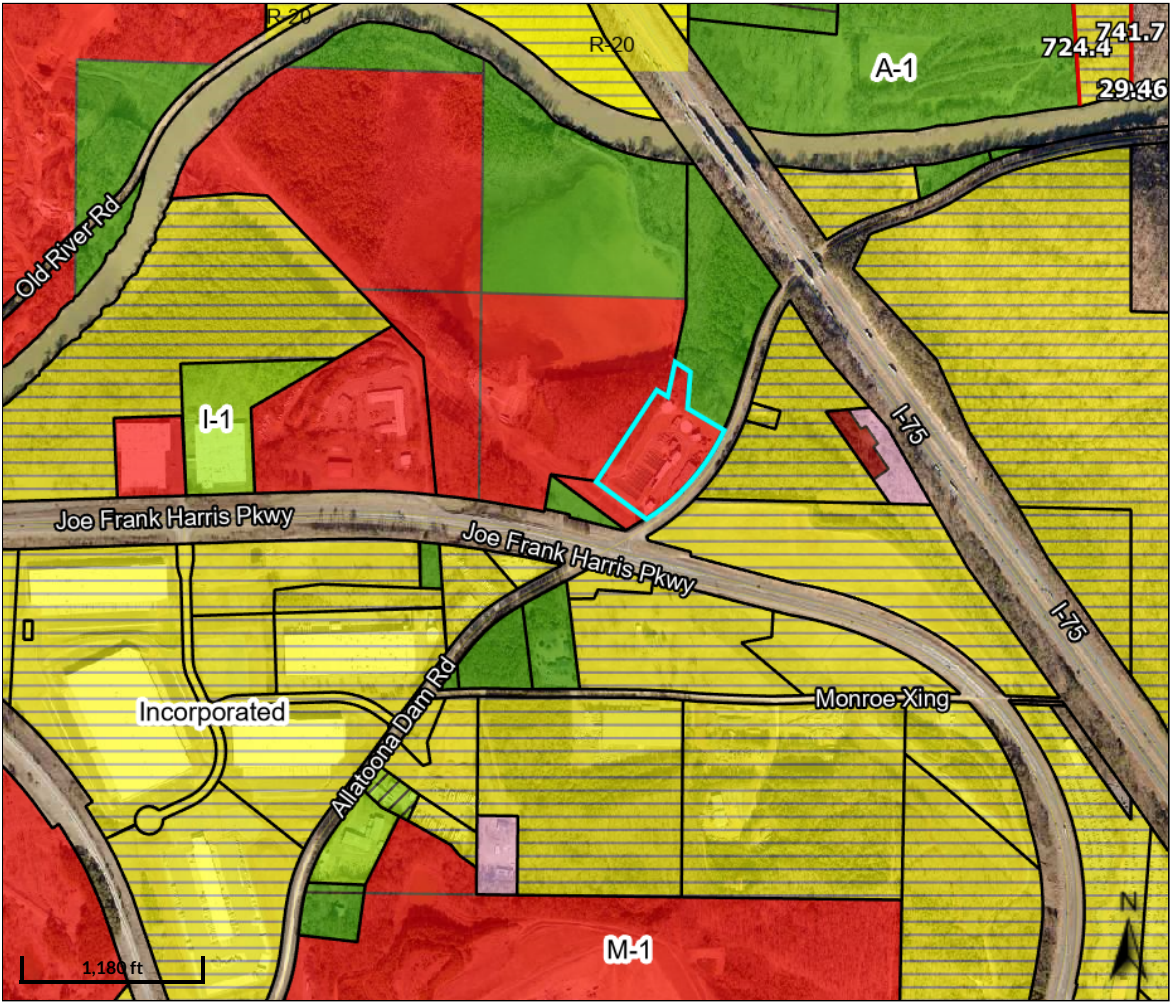
Owner Address CITY C
P O BOX 1390
CARTERSVILLE, GA 30120

Meeting: August 17, 2023 Item9.


(Note: Not to be used on legal documents)

Date created: 7/12/2023
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Developed by  Schneider
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- Legend**
- Parcels
 - Roads
- Bartow County Zoning**
- A-1
 - A1 (wC)
 - A1CU
 - BPD
 - BPD (wC)
 - C-1
 - C1 (wC)
 - C1CU
 - CN
 - CN (wC)
 - CNCU
 - I-1
 - I-2
 - I1 (wC)
 - I1CU
 - I2 (wC)
 - I2CU
 - Incorporated
 - M-1
 - M1 (wC)
 - M1CU
 - O/I
 - O1 (wC)
 - O1CU
 - PUD
 - PUD (wC)
 - PUDCU
 - R-1
 - R-2
 - R-3
 - R-4
 - R-7
 - R-8
 - R-8 w/c
 - R1 (wC)

-  R2 (wC)
-  R2CU
-  R3 (wC)
-  R3CU
-  R4 (wC)
-  R4CU
-  R7 (wC)
-  RE-1
-  RE-2
-  RE1 (wC)
-  RE1CU
-  RE2 (wC)
-  RE2CU
-  Unknown
-  Zoning with Conditions

Cartersville Zoning

-  AG
-  DBD
-  G-C
-  G-C*
-  H-I
-  H-I*
-  L-I
-  L-I*
-  M-U
-  M-U*
-  MF-14
-  MF-14*
-  MN
-  O-C
-  O-C*
-  P-D
-  P-D*
-  P-I
-  P-S
-  P-S*
-  R-10
-  R-10*
-  R-15
-  R-15*
-  R-20
-  R-20*
-  R-7
-  R-7*
-  R-D
-  RA-12
-  RA-12*
-  RSL

Parcel ID 0093-0545-002
Sec/Twp/Rng n/a
Property Address 237 ALLATOONA DAM RD
District Bartow County
Brief Tax Description SUBSTATION

Alternate ID 22803
Class Exempt
Acreage 6.85

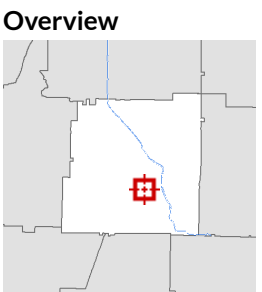
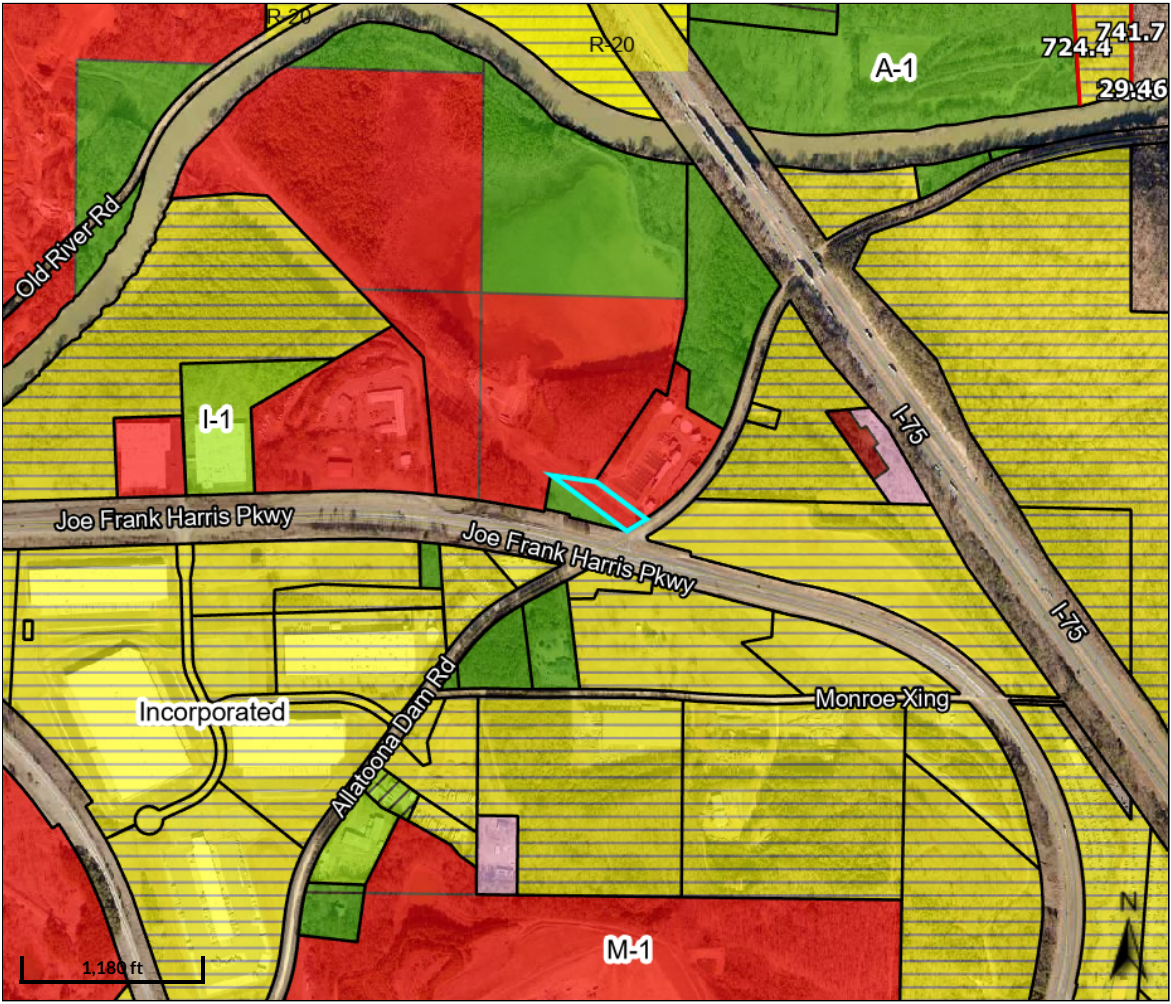
Owner Address CITY OF
P O BOX 1390
CARTERSVILLE, GA 30120

Meeting: August 17, 2023 Item9.

(Note: Not to be used on legal documents)

Date created: 7/12/2023
Last Data Uploaded: 7/11/2023 9:04:07 PM

Developed by  Schneider
GEOSPATIAL



- Legend**
- Parcels
 - Roads
- Bartow County Zoning**
- A-1
 - A1 (wC)
 - A1CU
 - BPD
 - BPD (wC)
 - C-1
 - C1 (wC)
 - C1CU
 - CN
 - CN (wC)
 - CNCU
 - I-1
 - I-2
 - I1 (wC)
 - I1CU
 - I2 (wC)
 - I2CU
 - Incorporated
 - M-1
 - M1 (wC)
 - M1CU
 - O/I
 - O1 (wC)
 - O1CU
 - PUD
 - PUD (wC)
 - PUDCU
 - R-1
 - R-2
 - R-3
 - R-4
 - R-7
 - R-8
 - R-8 w/c
 - R1 (wC)

-  R2 (wC)
-  R2CU
-  R3 (wC)
-  R3CU
-  R4 (wC)
-  R4CU
-  R7 (wC)
-  RE-1
-  RE-2
-  RE1 (wC)
-  RE1CU
-  RE2 (wC)
-  RE2CU
-  Unknown
-  Zoning with Conditions

Cartersville Zoning

-  AG
-  DBD
-  G-C
-  G-C*
-  H-I
-  H-I*
-  L-I
-  L-I*
-  M-U
-  M-U*
-  MF-14
-  MF-14*
-  MN
-  O-C
-  O-C*
-  P-D
-  P-D*
-  P-I
-  P-S
-  P-S*
-  R-10
-  R-10*
-  R-15
-  R-15*
-  R-20
-  R-20*
-  R-7
-  R-7*
-  R-D
-  RA-12
-  RA-12*
-  RSL

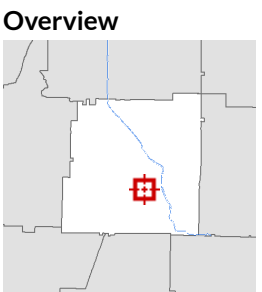
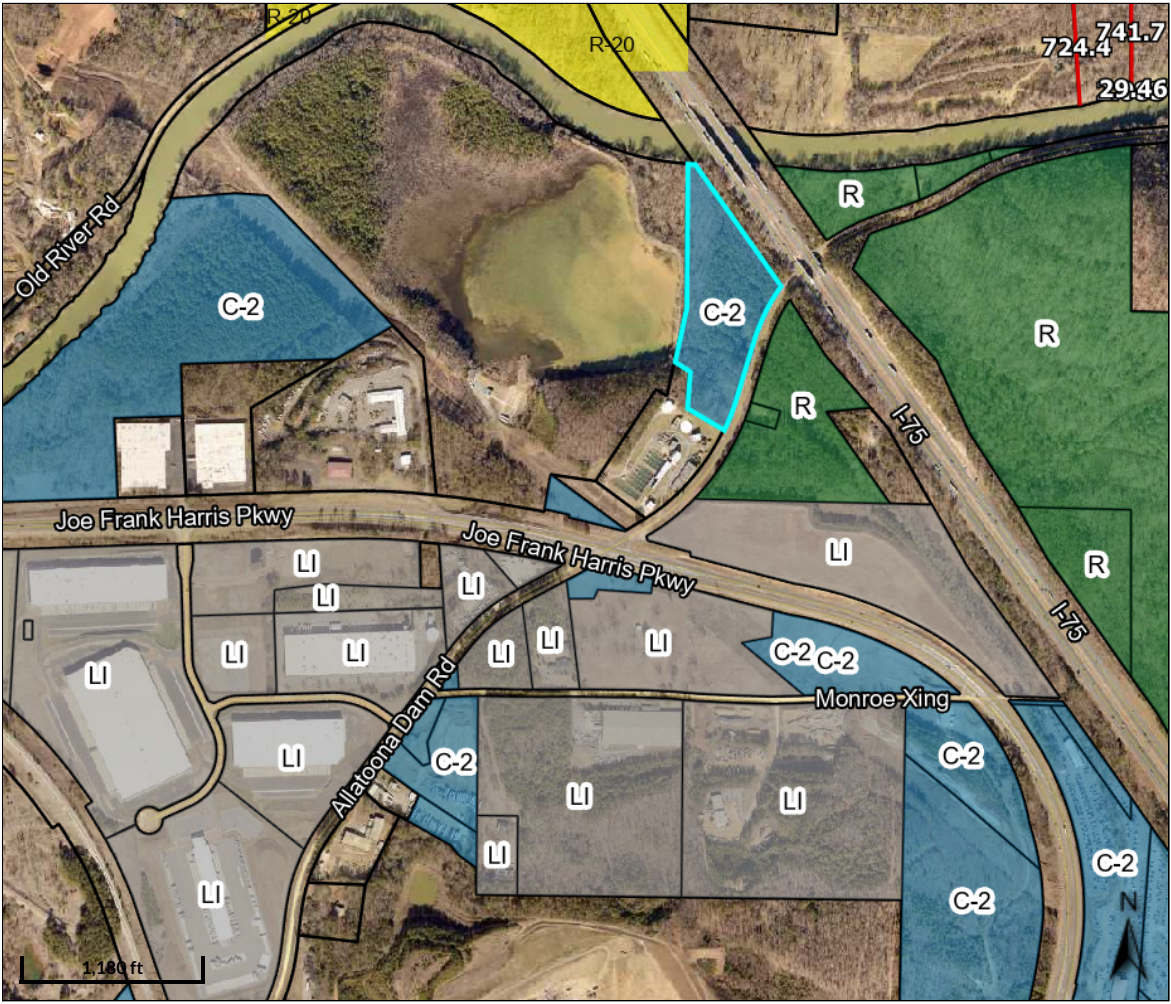
Parcel ID 0093-0608-005 **Alternate ID** 22819
Sec/Twp/Rng n/a **Class** Exempt
Property Address ALLATOONA DAM RD **Acreage** 1.18
District Bartow County
Brief Tax Description LL 545/608 LD4
(Note: Not to be used on legal documents)

Owner Address CITY OF C
PO BOX 1390
CARTERSVILLE, GA 30120

Meeting: August 17, 2023 Item9.

Date created: 7/12/2023
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Developed by  Schneider
GEOSPATIAL



- Legend**
- Parcels
 - Roads
- Cartersville Zoning**
- AG
 - DBD
 - G-C
 - G-C*
 - H-I
 - H-I*
 - L-I
 - L-I*
 - M-U
 - M-U*
 - MF-14
 - MF-14*
 - MN
 - O-C
 - O-C*
 - P-D
 - P-D*
 - P-I
 - P-S
 - P-S*
 - R-10
 - R-10*
 - R-15
 - R-15*
 - R-20
 - R-20*
 - R-7
 - R-7*
 - R-D
 - RA-12
 - RA-12*
 - RSL
- Emerson Zoning**
- R - Residential

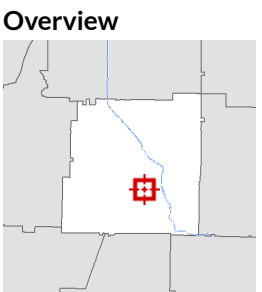
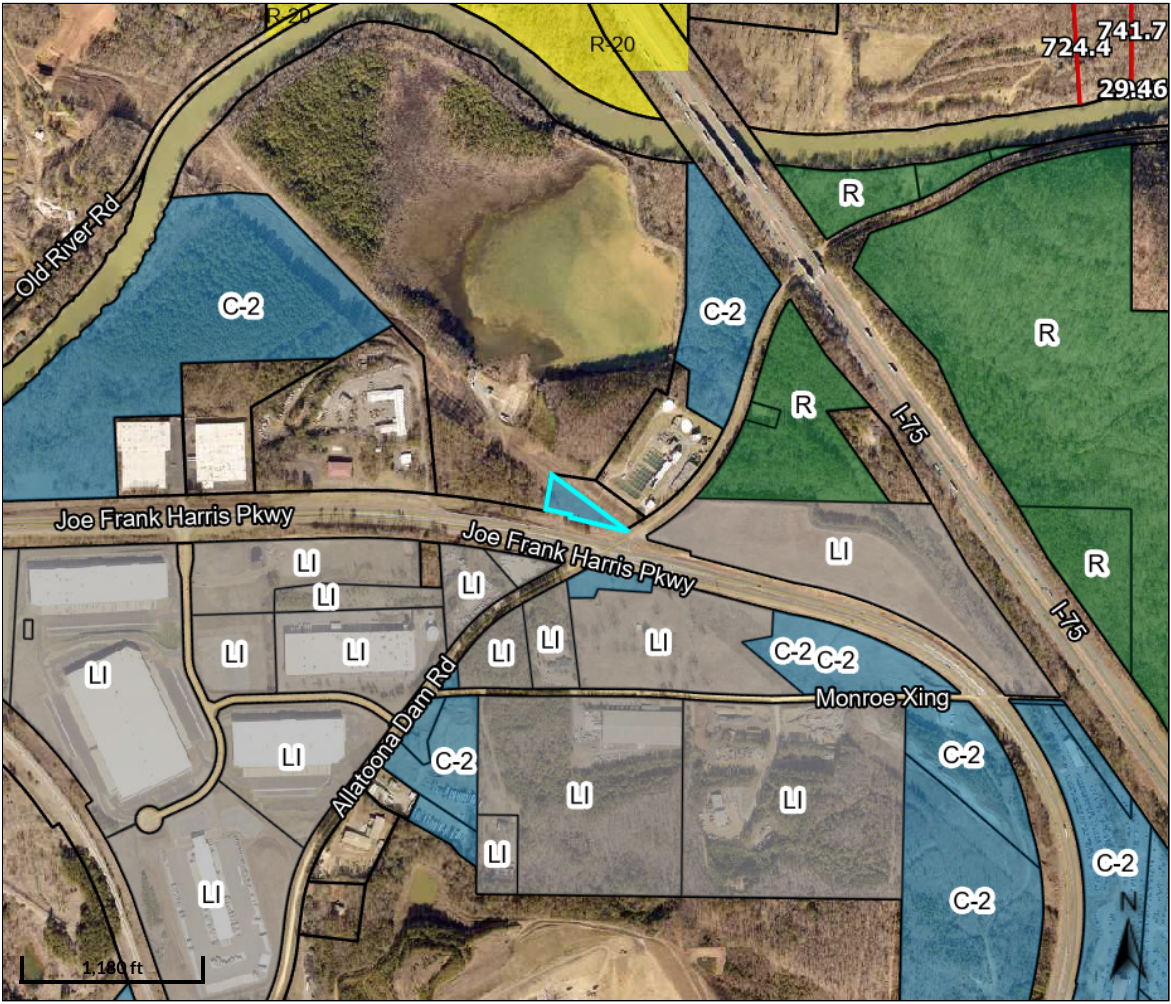
- Conservation
- RM-6 - Multifamily
- RM-12 - Multifamily
- C-1- Neighborhood Retail Commercial
- C-2 - Community Retail Commercial
- MU - Mixed Use
- MU-2 - Mixed Use - Lakepoint
- LI - Light Industrial
- HI - Heavy Industrial

Parcel ID	E009-0005-001	Alternate ID	39099	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt		P O BOX 1390
Property Address	ALLATOONA DAM RD	Acreage	11.1		CARTERSVILLE, GA 30120
District	Emerson				
Brief Tax Description	LL 532-544 D 4				

(Note: Not to be used on legal documents)

Date created: 7/12/2023
Last Data Uploaded: 7/11/2023 9:04:07 PM





- Legend**
- Parcels
 - Roads
- Cartersville Zoning**
- AG
 - DBD
 - G-C
 - G-C*
 - H-I
 - H-I*
 - L-I
 - L-I*
 - M-U
 - M-U*
 - MF-14
 - MF-14*
 - MN
 - O-C
 - O-C*
 - P-D
 - P-D*
 - P-I
 - P-S
 - P-S*
 - R-10
 - R-10*
 - R-15
 - R-15*
 - R-20
 - R-20*
 - R-7
 - R-7*
 - R-D
 - RA-12
 - RA-12*
 - RSL
- Emerson Zoning**
- R - Residential

- Conservation
- RM-6 - Multifamily
- RM-12 - Multifamily
- C-1- Neighborhood Retail Commercial
- C-2 - Community Retail Commercial
- MU - Mixed Use
- MU-2 - Mixed Use - Lakepoint
- LI - Light Industrial
- HI - Heavy Industrial

Parcel ID E009-0005-003
Sec/Twp/Rng n/a
Property Address ALLATOONA DAM RD
District Emerson
Brief Tax Description LL 608 LD 4

Alternate ID 22816
Class Exempt
Acreage 1.23

Owner Address CITY OF CARTERSVILLE
PO BOX 1390
CARTERSVILLE, GA 30120

(Note: Not to be used on legal documents)

Date created: 7/12/2023
Last Data Uploaded: 7/11/2023 9:04:07 PM



Application for Annexation/ Zoning
City of Cartersville

Case Number: AZ23-02
Date Received: 6/15/23

Public Hearing Dates:

Planning Commission 8/8/23 5:30pm 1st City Council 8/17 7:00pm 2nd City Council 9/7 7:00pm

Applicant CITY OF CARTERSVILLE Office Phone 770-387-5616
(printed name)
 Address PO BOX 1390 Mobile/ Other Phone _____
 City CARTERSVILLE State GA Zip 30120 Email dporta@cityofcartersville.org
 E. Keith Lovell, Assistant City Attorney
 Representative's printed name (if other than applicant) Phone (Rep) 770-386-1116
 Email (Rep) keithlovell11@gmail.com
 Representative Signature [Signature] Applicant Signature [Signature]
 Signed, sealed and delivered in presence of: My commission expires: _____
 Notary Public [Signature] 

* Titleholder CITY OF CARTERSVILLE Phone 770-387-5616
(titleholder's printed name)
 Address PO BOX 1390, CARTERSVILLE GA 30120 Email dporta@cityofcartersville.org
 Signature [Signature] My commission expires: _____
 Signed, sealed, delivered in presence of: _____
 Notary Public [Signature] 

Present Zoning District A-1 Requested Zoning P-1
 Acreage 137.88 Land Lot(s) 473-75, 534-36, 545-46, 607-08 District(s) 4th Section(s) 3rd
 Location of Property: 480 JOE FRANK HARRIS PARKWAY Parcel ID No. 0093-0545-001
(street address, nearest intersections, etc.)
 Reason for Rezoning Request: This City property is currently in the County and the City desires that property it owns be in the City of Cartersville so that its facilities are built to the City's specifications and in order to provide emergency services to said property.
(attach additional statement as necessary)

* Attach additional notarized signatures as needed on separate application pages.

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: AZ 23-02

Tax Map Parcel(s) # 0093-0545-001 Voting Ward(s) 1

Current Land Use governmental Current Zoning A-1

Proposed Land Use governmental Proposed Zoning P-1

Number of Dwelling Units 0 Number of Occupants 0

Owner Occupied? Yes _____ No X

Number of School-aged Children 0 Grade Level(s) of School-aged Children _____

School(s) to be attended: _____

Current Utility Service Providers (Check Service provider or list if Other)

Water: X City _____ County _____ Well/ Other _____

Sewer: _____ City _____ County X Septic/ Other _____

Natural Gas: _____ City X Other (List) ATLANTA GAS LIGHT

Electricity: _____ City X GA Power _____ Greystone _____

Other (List) _____

CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS

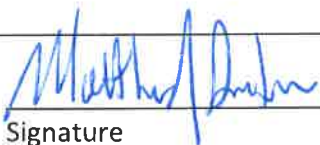
Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a rezoning action must make the following disclosures:

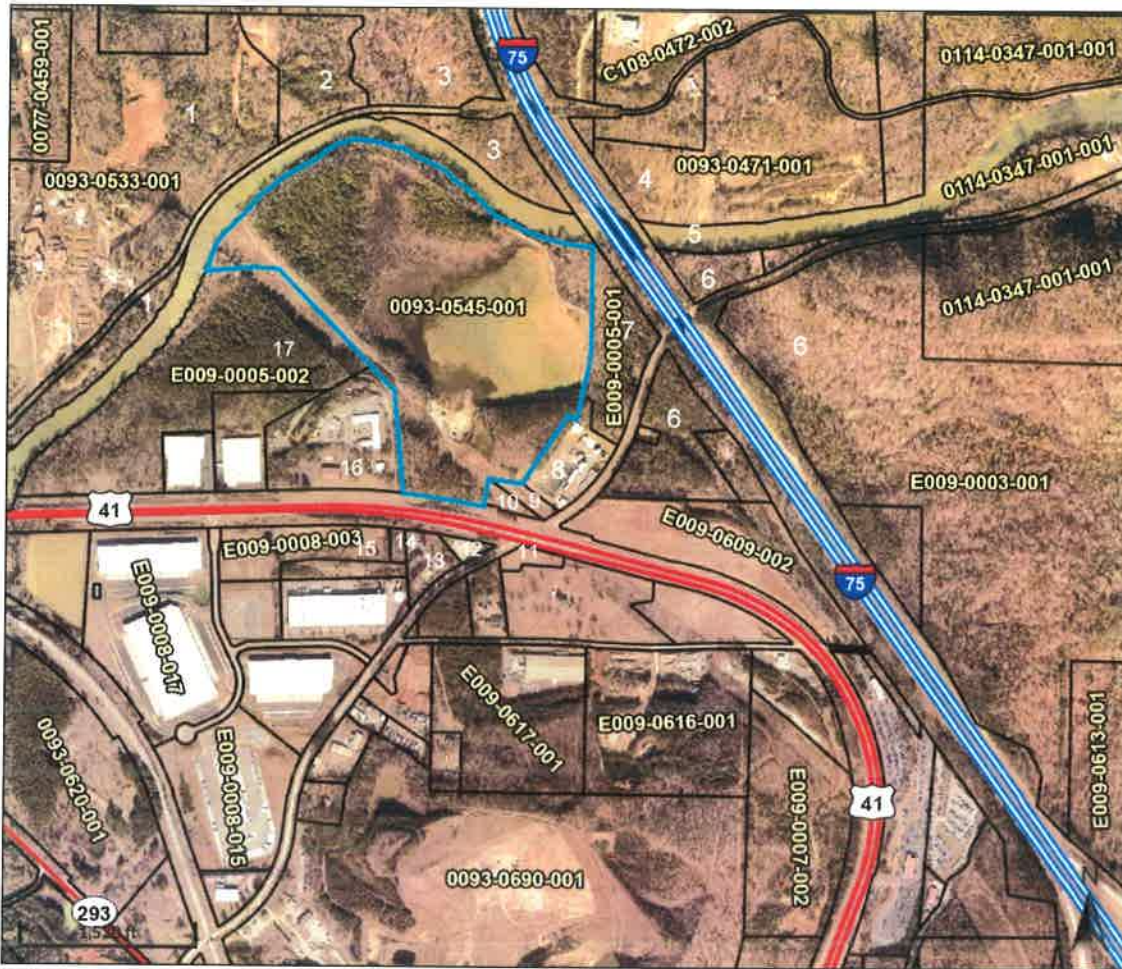
Date of Application: June 20, 2023
Date Two Years Prior to Application: June 20, 2021
Date Five Years Prior to Application: June 20, 2018

1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

	YES	NO
Mayor: Matt Santini	_____	x _____
Council Member:		
Ward 1- Kari Hodge	_____	x _____
Ward 2- Jayce Stepp	_____	x _____
Ward 3- Cary Roth	_____	x _____
Ward 4- Calvin Cooley	_____	x _____
Ward 5- Gary Fox	_____	x _____
Ward 6- Taff Wren	_____	x _____
Planning Commission		
Lamar Pendley, Chair	_____	x _____
Anissa Cooley	_____	x _____
Fritz Dent	_____	x _____
Greg Culverhouse	_____	x _____
Jeffery Ross	_____	x _____
Stephen Smith	_____	x _____
Travis Popham	_____	x _____

2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

 6/19/2023
Signature Date
MATTHEW J. SANTINI
Print Name



Overview

Legend

- Parcels
- Roads

Parcel ID	0093-0545-001	Alternate ID	22802	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt		P O BOX 1390
Property Address	480 JOE FRANK HARRIS PKWY	Acreeage	137.88		CARTERSVILLE, GA 30120
District	Bartow County				
Brief Tax Description	LD 4				

(Note: Not to be used on legal documents)

Date created: 6/16/2023
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- | | |
|------------------------------------|--------------------------------|
| 1) NEW RIVERSIDE OCHRE | 14) DOEHLER NORTH AMERICA |
| 2) CHEMICAL PRODUCTS | 15) DOEHLER NORTH AMERICA |
| 3) NEW RIVERSIDE OCHRE | 16) STATE HWY DEPARTMENT OG GA |
| 4) DAVID & CAROL FRANZ, PAUL FRANZ | 17) METRO RV EMERSON |
| 5) US ARMY CORPS OF ENGINEERS | |
| 6) EMERSON TRACT LLC | |
| 7) CITY OF CARTERSVILLE | |
| 8) CITY OF CARTERSVILLE | |
| 9) CITY OF CARTERSVILLE | |
| 10) CITY OF CARTERSVILLE | |
| 11) GOVERNOR'S CROSSING | |
| 12) TAMN PROPERTIES | |
| 13) ALLATOONA DAM LTD | |

Application for Annexation/ Zoning
City of Cartersville

Case Number: AZ23-02
Date Received: 6-15-23

Public Hearing Dates:

Planning Commission 8/8/23 5:30pm 1st City Council 8/17 7:00pm 2nd City Council 9/7 7:00pm

Applicant CITY OF CARTERSVILLE Office Phone 770-387-5616
 (printed name)
 Address PO BOX 1390 Mobile/ Other Phone _____
 City CARTERSVILLE State GA Zip 30120 Email dporta@cityofcartersville.org
 E. Keith Lovell, Assistant City Attorney
 Representative's printed name (if other than applicant) Phone (Rep) 770-386-1116
 Email (Rep) keithlovell11@gmail.com
 Representative Signature _____ Applicant Signature _____
 Signed, sealed and delivered in presence of: My commission expires: _____
 Notary Public _____



* Titleholder CITY OF CARTERSVILLE Phone 770-387-5616
 (titleholder's printed name)
 Address PO BOX 1390, CARTERSVILLE GA 30120 Email dporta@cityofcartersville.org
 Signature _____
 Signed, sealed, delivered in presence of: My commission expires: _____
 Notary Public _____



Present Zoning District A-1 Requested Zoning P-1
 Acreage 6.85 Land Lot(s) 544, 545 & 608 District(s) 4th Section(s) 3rd
 Location of Property: 237 ALLATOONA DAM RD Parcel ID No. 0093-0545-002
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: This City property is currently in the County and the City desires that property it owns be in the City of Cartersville so that its facilities are built to the City's specifications and in order to provide emergency services to said property.
 (attach additional statement as necessary)

* Attach additional notarized signatures as needed on separate application pages.

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: AE 23-02

Tax Map Parcel(s) # 0093-0545-002 Voting Ward(s) 1

Current Land Use governmental Current Zoning A-1

Proposed Land Use governmental Proposed Zoning P-I

Number of Dwelling Units 0 Number of Occupants 0

Owner Occupied? Yes _____ No X

Number of School-aged Children 0 Grade Level(s) of School-aged Children _____

School(s) to be attended: _____

Current Utility Service Providers (Check Service provider or list if Other)

Water: X City _____ County _____ Well/ Other _____

Sewer: X City _____ County _____ Septic/ Other _____

Natural Gas: _____ City X Other (List) ATLANTA GAS LIGHT

Electricity: X City _____ GA Power _____ Greystone _____

Other (List) _____

CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS


Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a rezoning action must make the following disclosures:

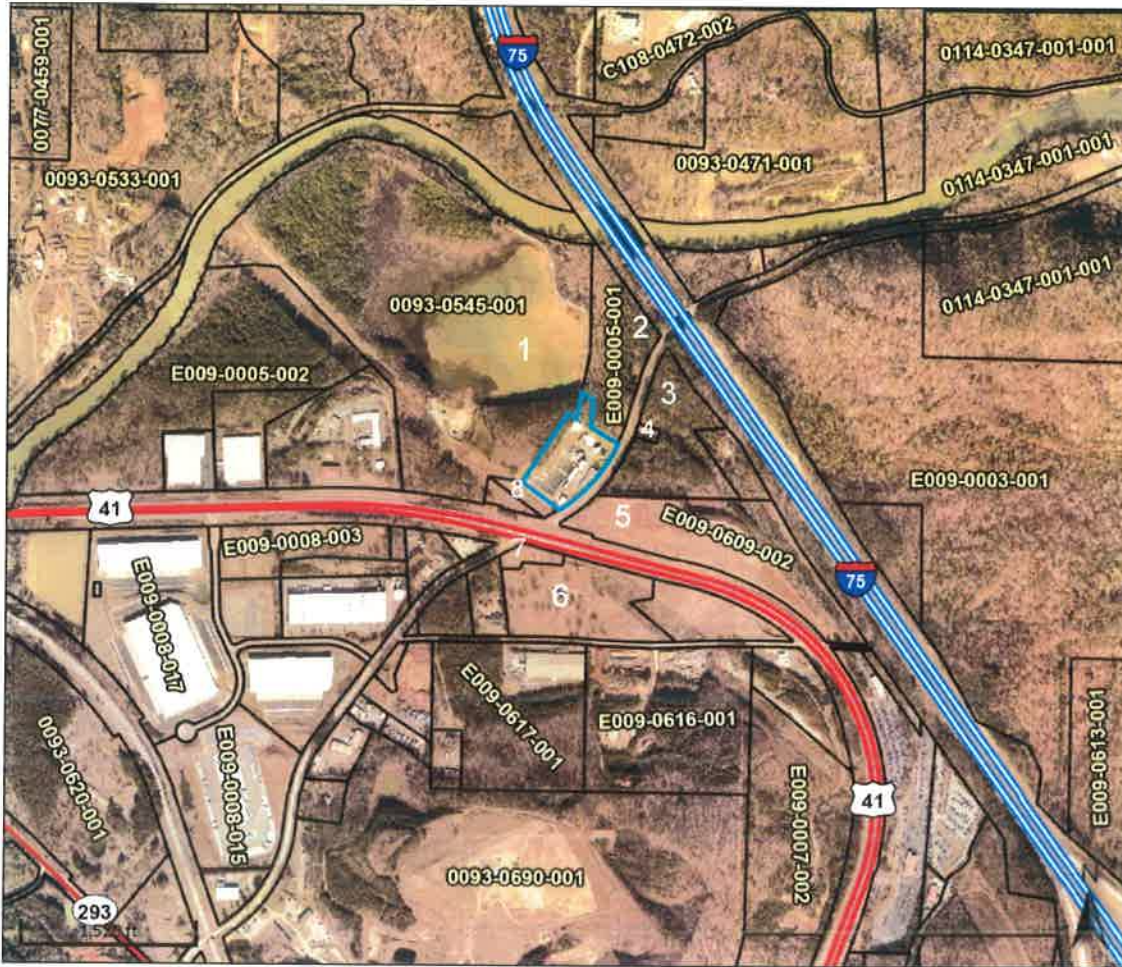
Date of Application: June 20, 2023
Date Two Years Prior to Application: June 20, 2021
Date Five Years Prior to Application: June 20, 2018

1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

	YES	NO
Mayor: Matt Santini	_____	x _____
Council Member:		
Ward 1- Kari Hodge	_____	x _____
Ward 2- Jayce Stepp	_____	x _____
Ward 3- Cary Roth	_____	x _____
Ward 4- Calvin Cooley	_____	x _____
Ward 5- Gary Fox	_____	x _____
Ward 6- Taff Wren	_____	x _____
Planning Commission		
Lamar Pendley, Chair	_____	x _____
Anissa Cooley	_____	x _____
Fritz Dent	_____	x _____
Greg Culverhouse	_____	x _____
Jeffery Ross	_____	x _____
Stephen Smith	_____	x _____
Travis Popham	_____	x _____

2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

 6/19/2023
Signature Date
MATTHEW J. SANTINI
Print Name



Overview



Legend

- Parcels
- Roads

Parcel ID	0093-0545-002	Alternate ID	22803	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt		P O BOX 1390
Property Address	237 ALLATOONA DAM RD	Acres	6.85		CARTERSVILLE, GA 30120
District	Bartow County				
Brief Tax Description	SUBSTATION				

(Note: Not to be used on legal documents)

Date created: 6/16/2023
Last Data Uploaded: 6/15/2023 8:58:56 PM

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- 1) CITY OF CARTERSVILLE
- 2) CITY OF CARTERSVILLE
- 3) EMERSON TRACT LLC
- 4) CITY OF EMERSON
- 5) CH DOF I-LO I ATLANTA EMERSON
- 6) DFPI3 GA 4 JFH PKWY
- 7) GOVERNOR'S CROSSING
- 8) CITY OF CARTERSVILLE

Application for Annexation/ Zoning
City of Cartersville

Case Number: AZ23-02
Date Received: 6/15/23

Public Hearing Dates:

Planning Commission 8/8/23 5:30pm 1st City Council 8/17 7:00pm 2nd City Council 9/7 7:00pm

Applicant CITY OF CARTERSVILLE Office Phone 770-387-5616
(printed name)
 Address PO BOX 1390 Mobile/ Other Phone _____
 City CARTERSVILLE State GA Zip 30120 Email dporta@cityofcartersville.org
 E. Keith Lovell, Assistant City Attorney
 Representative's printed name (if other than applicant) Phone (Rep) 770-386-1116
 Email (Rep) keithlovell11@gmail.com
 Representative Signature _____ Applicant Signature _____
 Signed, sealed and delivered in presence of: _____ My commission expires: _____
 Notary Public _____



* Titleholder CITY OF CARTERSVILLE Phone 770-387-5616
(titleholder's printed name)
 Address PO BOX 1390, CARTERSVILLE GA 30120 Email dporta@cityofcartersville.org
 Signature _____
 Signed, sealed, delivered in presence of: _____ My commission expires: _____
 Notary Public _____



Present Zoning District A-1 Requested Zoning P-1
 Acreage 1.18 Land Lot(s) 545 & 608 District(s) 4th Section(s) 3rd
 Location of Property: ALLATOONA DAM RD Parcel ID No. 0093-0608-005
(street address, nearest intersections, etc.)
 Reason for Rezoning Request: This City property is currently in the County and the City desires that property it owns be in the City of Cartersville so that its facilities are built to the City's specifications and in order to provide emergency services to said property.
(attach additional statement as necessary)

*** Attach additional notarized signatures as needed on separate application pages.**

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: AZ 23 02

Tax Map Parcel(s) #	<u>0093-0608-005</u>	Voting Ward(s)	<u>1</u>
Current Land Use	<u>governmental</u>	Current Zoning	<u>A-1</u>
Proposed Land Use	<u>governmental</u>	Proposed Zoning	<u>P-I</u>
Number of Dwelling Units	<u>0</u>	Number of Occupants	<u>0</u>
Owner Occupied?	Yes _____ No <u>X</u>		
Number of School-aged Children	<u>0</u>	Grade Level(s) of School-aged Children	_____
School(s) to be attended: _____			
Current Utility Service Providers (Check Service provider or list if Other)			
Water:	<u>X</u> City _____ County _____	_____ Well/ Other	
Sewer:	<u>X</u> City _____ County _____	_____ Septic/ Other	
Natural Gas:	_____ City _____	<u>X</u> Other (List)	<u>ATLANTA GAS LIGHT</u>
Electricity:	_____ City _____	<u>X</u> GA Power _____	_____ Greystone
		_____ Other (List) _____	

CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS

Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a rezoning action must make the following disclosures:

Date of Application: June 20, 2023
Date Two Years Prior to Application: June 20, 2021
Date Five Years Prior to Application: June 20, 2018

1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

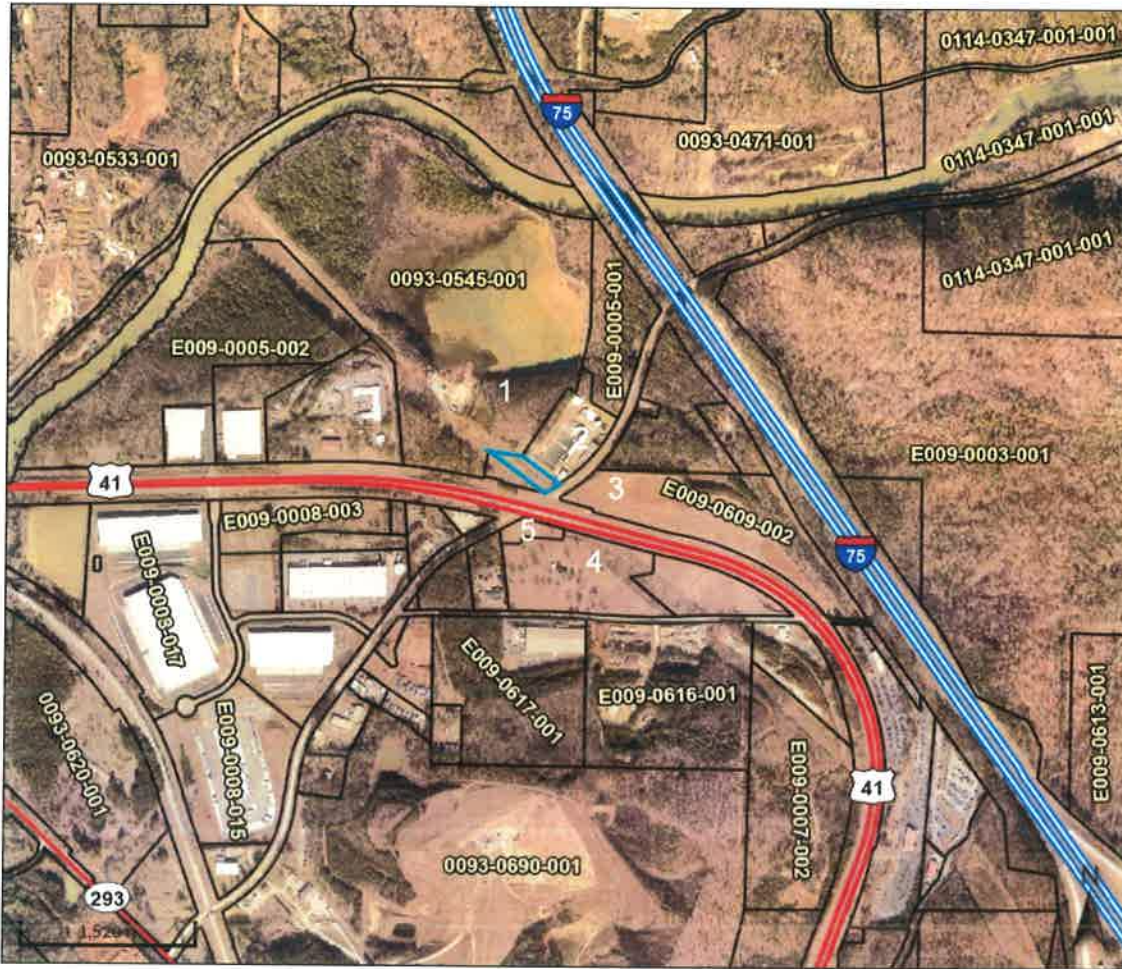
	YES	NO
Mayor: Matt Santini	_____	x _____
Council Member:		
Ward 1- Kari Hodge	_____	x _____
Ward 2- Jayce Stepp	_____	x _____
Ward 3- Cary Roth	_____	x _____
Ward 4- Calvin Cooley	_____	x _____
Ward 5- Gary Fox	_____	x _____
Ward 6- Taff Wren	_____	x _____
Planning Commission		
Lamar Pendley, Chair	_____	x _____
Anissa Cooley	_____	x _____
Fritz Dent	_____	x _____
Greg Culverhouse	_____	x _____
Jeffery Ross	_____	x _____
Stephen Smith	_____	x _____
Travis Popham	_____	x _____

2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.


 Signature 6/19/2023
 Date
 MATTHEW J. SANTINI

 Print Name

qPublic.net™ Bartow County, GA



Legend
 □ Parcels
 — Roads

Parcel ID	0093-0608-005	Alternate ID	22819	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt		PO BOX 1390
Property Address	ALLATOONA DAM RD	Acreeage	1.18		CARTERSVILLE, GA 30120
District	Bartow County				
Brief Tax Description	LL 545/608 LD4				

(Note: Not to be used on legal documents)

Date created: 6/16/2023
 Last Data Uploaded: 6/15/2023 8:58:56 PM

Developed by Schneider
 GEOSPATIAL.

- 1) CITY OF CARTERSVILLE
- 2) CITY OF CARTERSVILLE
- 3) CH DOF I-LO I ATLANTA EMERSON
- 4) DFPI3 GA 4 JFH PKWY
- 5) GOVERNOR'S CROSSING

Application for Annexation/ Zoning
City of Cartersville

Case Number: AZ23-02
Date Received: 6-15-23

Public Hearing Dates:

Planning Commission 8/8/23 5:30pm 1st City Council 8/17 7:00pm 2nd City Council 9/7 7:00pm

Applicant CITY OF CARTERSVILLE Office Phone 770-387-5616
 (printed name)
 Address PO BOX 1390 Mobile/ Other Phone _____
 City CARTERSVILLE State GA Zip 30120 Email dporta@cityofcartersville.org
 E. Keith Lovell, Assistant City Attorney
 Representative's printed name (if other than applicant) Phone (Rep) 770-386-1116
 Email (Rep) keithlovell11@gmail.com
 Representative Signature _____ Applicant Signature _____
 Signed, sealed and delivered in presence of: _____ My commission expires _____
 Notary Public _____



* Titleholder CITY OF CARTERSVILLE Phone 770-387-5616
 (titleholder's printed name)
 Address PO BOX 1390, CARTERSVILLE GA 30120 Email dporta@cityofcartersville.org
 Signature _____
 Signed, sealed, delivered in presence of: _____ My commission expires _____
 Notary Public _____



Present Zoning District A-1 Requested Zoning P-1
 Acreage 11.1 Land Lot(s) 536, 537, 544 & 545 District(s) 4th Section(s) 3rd
 Location of Property: ALLATOONA DAM RD Parcel ID No. E009-0005-001
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: This City property is currently in the County and the City desires that property it owns be in the City of Cartersville so that its facilities are built to the City's specifications and in order to provide emergency services to said property.
 (attach additional statement as necessary)

*** Attach additional notarized signatures as needed on separate application pages.**

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use

Case Number: AZ23-02

Tax Map Parcel(s) # E009-0005-001 Voting Ward(s) 1

Current Land Use governmental Current Zoning A-1

Proposed Land Use governmental Proposed Zoning P-I

Number of Dwelling Units 0 Number of Occupants 0

Owner Occupied? Yes _____ No X

Number of School-aged Children 0 Grade Level(s) of School-aged Children _____

School(s) to be attended: _____

Current Utility Service Providers (Check Service provider or list if Other)

Water: X City _____ County _____ Well/ Other _____

Sewer: X City _____ County _____ Septic/ Other _____

Natural Gas: _____ City X Other (List) ATLANTA GAS LIGHT

Electricity: _____ City X GA Power _____ Greystone _____

Other (List) _____

CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS

Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a rezoning action must make the following disclosures:

Date of Application: June 20, 2023

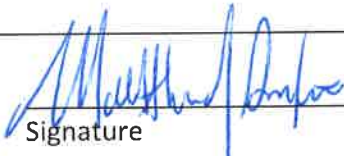
Date Two Years Prior to Application: June 20, 2021

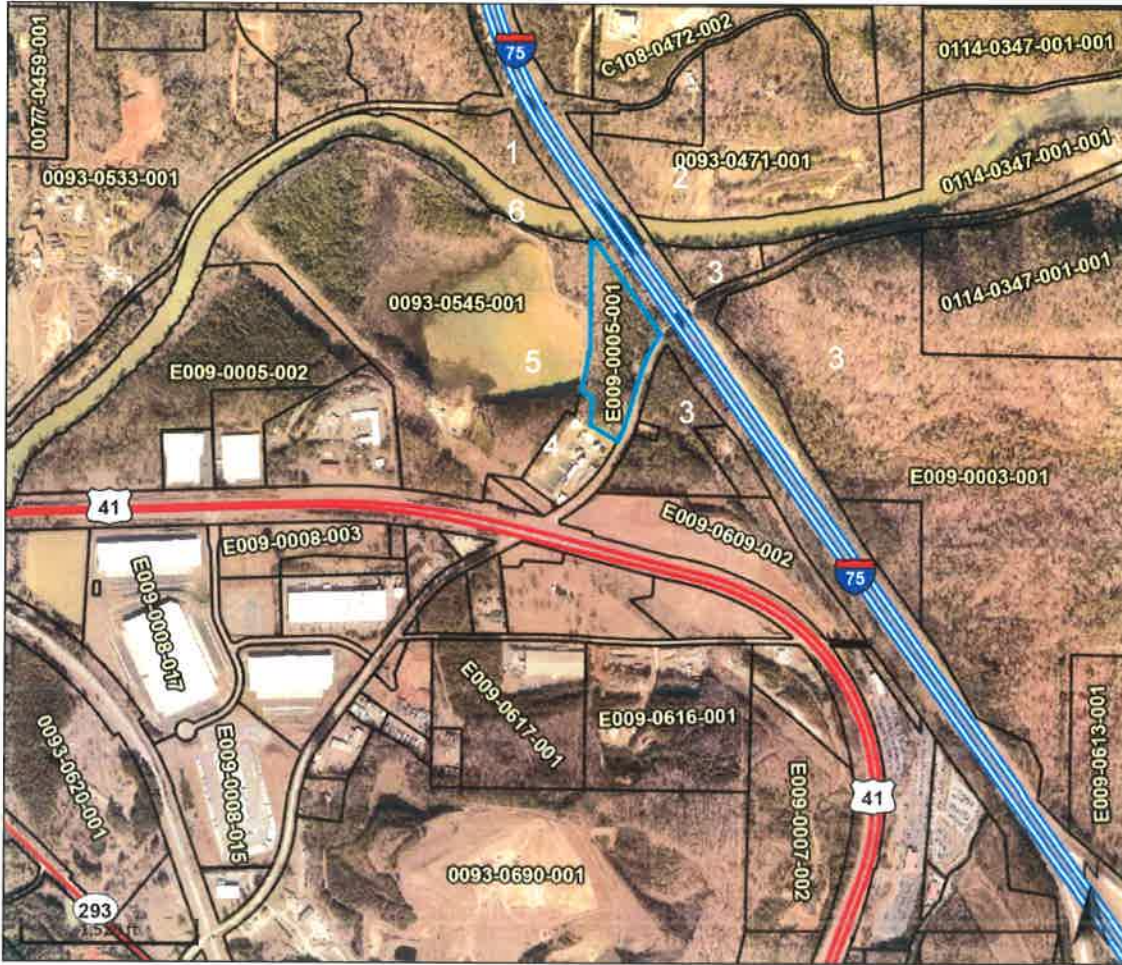
Date Five Years Prior to Application: June 20, 2018

1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

	YES	NO
Mayor: Matt Santini	_____	x _____
Council Member:		
Ward 1- Kari Hodge	_____	x _____
Ward 2- Jayce Stepp	_____	x _____
Ward 3- Cary Roth	_____	x _____
Ward 4- Calvin Cooley	_____	x _____
Ward 5- Gary Fox	_____	x _____
Ward 6- Taff Wren	_____	x _____
Planning Commission		
Lamar Pendley, Chair	_____	x _____
Anissa Cooley	_____	x _____
Fritz Dent	_____	x _____
Greg Culverhouse	_____	x _____
Jeffery Ross	_____	x _____
Stephen Smith	_____	x _____
Travis Popham	_____	x _____

2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.


6/19/2023
 Signature Date
MATTHEW J. SANTINI
 Print Name



Legend
 □ Parcels
 — Roads

Parcel ID	E009-0005-001	Alternate ID	39099	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt		P O BOX 1390
Property Address	ALLATOONA DAM RD	Acreage	11.1		CARTERSVILLE, GA 30120
District	Emerson				
Brief Tax Description	LL 532-544 D 4				

(Note: Not to be used on legal documents)

Date created: 6/16/2023
Last Data Uploaded: 6/15/2023 8:58:56 PM

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- 1) NEW RIVERSIDE OCHRE CO
- 2) DAVID & CAROL FRANZ, PAUL FRANZ
- 3) EMERSON TRACT LLC
- 4) CITY OF CARTERSVILLE
- 5) CITY OF CARTERSVILLE
- 6) US ARMY CORPS OF ENGINEERS

Application for Annexation/ Zoning
City of Cartersville

Case Number: A223-02
Date Received: 6/15/23

Public Hearing Dates:

Planning Commission 8/8/23 5:30pm 1st City Council 8/17/23 7:00pm 2nd City Council 9/7/23 7:00pm

Applicant CITY OF CARTERSVILLE Office Phone 770-387-5616
 (printed name)
 Address PO BOX 1390 Mobile/ Other Phone _____
 City CARTERSVILLE State GA Zip 30120 Email dporta@cityofcartersville.org
 E. Keith Lovell, Assistant City Attorney Phone (Rep) 770-386-1116
 Representative's printed name (if other than applicant) Email (Rep) keithlovell11@gmail.com
 Representative Signature _____ Applicant Signature _____
 Signed, sealed and delivered in presence of: _____ My commission expires: _____
 Notary Public _____



* Titleholder CITY OF CARTERSVILLE Phone 770-387-5616
 (titleholder's printed name)
 Address PO BOX 1390, CARTERSVILLE GA 30120 Email dporta@cityofcartersville.org
 Signature _____
 Signed, sealed, delivered in presence of: _____ My commission expires _____
 Notary Public _____



Present Zoning District A-1 Requested Zoning P-I
 Acreage 1.23 Land Lot(s) 545 & 608 District(s) 4th Section(s) 3rd
 Location of Property: ALLATOONA DAM RD Parcel ID No. E009-0005-003
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: This City property is currently in the County and the City desires that property it owns be in the City of Cartersville so that its facilities are built to the City's specifications and in order to provide emergency services to said property.
 (attach additional statement as necessary)

* Attach additional notarized signatures as needed on separate application pages.

Zoning Analysis for Annexation/ Zoning

Specifics of Proposed Use
Case Number: AZ23002

Tax Map Parcel(s) # E009-0005-003 Voting Ward(s) _____

Current Land Use governmental Current Zoning A-1

Proposed Land Use governmental Proposed Zoning P-1

Number of Dwelling Units 0 Number of Occupants 0

Owner Occupied? Yes _____ No X

Number of School-aged Children 0 Grade Level(s) of School-aged Children _____

School(s) to be attended: _____

Current Utility Service Providers (Check Service provider or list if Other)

Water: X City _____ County _____ Well/ Other _____

Sewer: X City _____ County _____ Septic/ Other _____

Natural Gas: _____ City X Other (List) ATLANTA GAS LIGHT

Electricity: _____ City X GA Power _____ Greystone _____

Other (List) _____

**CAMPAIGN DISCLOSURE REPORT
FOR ZONING ACTIONS**

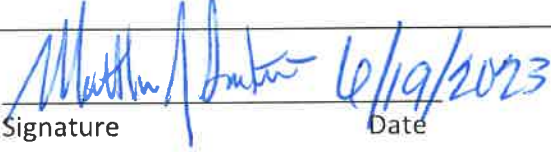
Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a rezoning action must make the following disclosures:

Date of Application: June 20, 2023
 Date Two Years Prior to Application: June 20, 2021
 Date Five Years Prior to Application: June 20, 2018

1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

	YES	NO
Mayor: Matt Santini	<u> </u>	<u> x </u>
Council Member:		
Ward 1- Kari Hodge	<u> </u>	<u> x </u>
Ward 2- Jayce Stepp	<u> </u>	<u> x </u>
Ward 3- Cary Roth	<u> </u>	<u> x </u>
Ward 4- Calvin Cooley	<u> </u>	<u> x </u>
Ward 5- Gary Fox	<u> </u>	<u> x </u>
Ward 6- Taff Wren	<u> </u>	<u> x </u>
Planning Commission		
Lamar Pendley, Chair	<u> </u>	<u> x </u>
Anissa Cooley	<u> </u>	<u> x </u>
Fritz Dent	<u> </u>	<u> x </u>
Greg Culverhouse	<u> </u>	<u> x </u>
Jeffery Ross	<u> </u>	<u> x </u>
Stephen Smith	<u> </u>	<u> x </u>
Travis Popham	<u> </u>	<u> x </u>

2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.



Signature Date

MATTHEW J. SANTINI

Print Name



Legend
 □ Parcels
 — Roads

Parcel ID	E009-0005-003	Alternate ID	22816	Owner Address	CITY OF CARTERSVILLE
Sec/Twp/Rng	n/a	Class	Exempt		PO BOX 1390
Property Address	ALLATOONA DAM RD	Acreeage	1.23		CARTERSVILLE, GA 30120
District	Emerson				
Brief Tax Description	LL 608 LD 4				

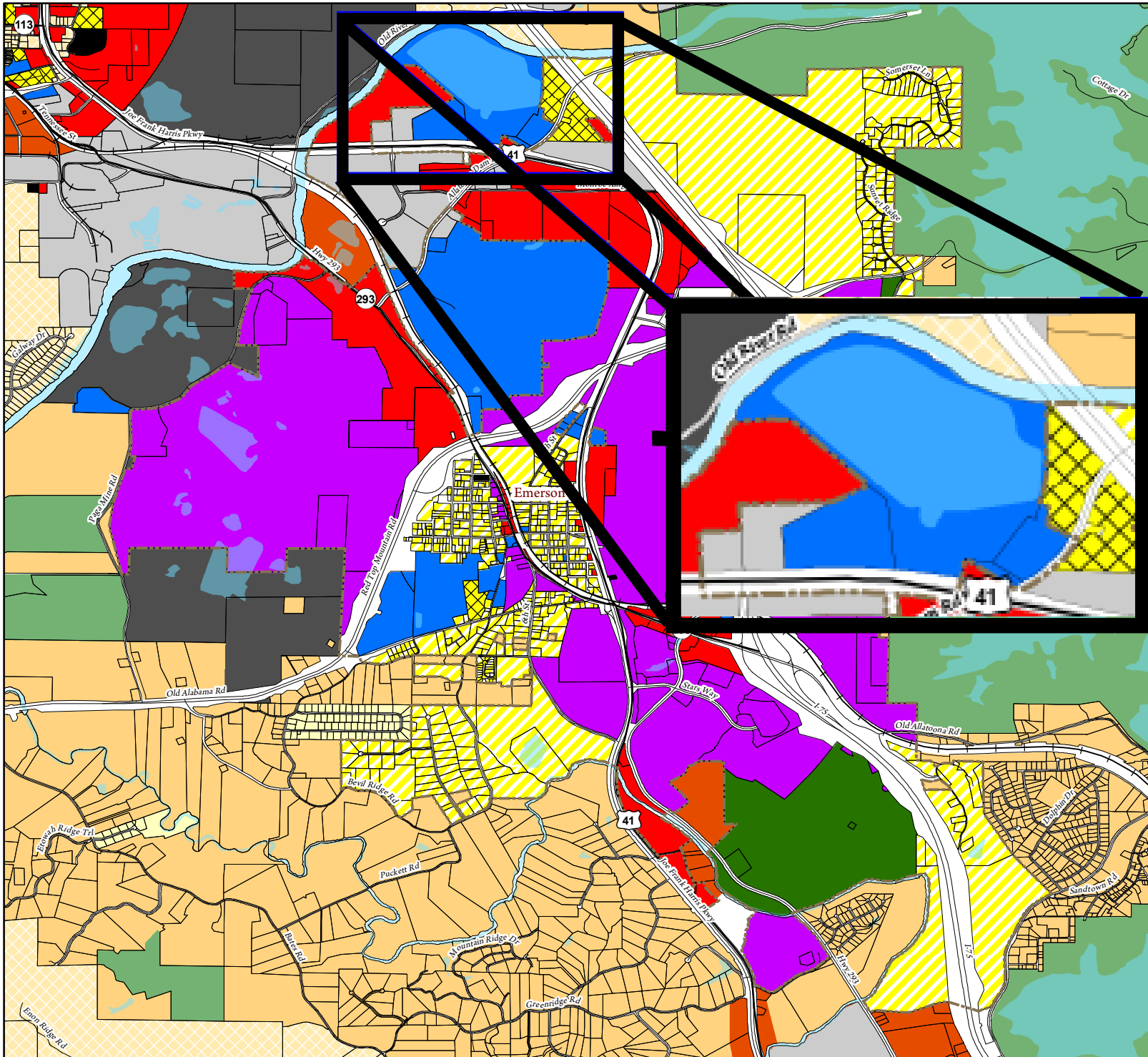
(Note: Not to be used on legal documents)

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- 1) CITY OF CARTERSVILLE
- 2) CITY OF CARTERSVILLE
- 3) CH DOF I-LO I ATLANTA EMERSON
- 4) DFPI3 GA 4 JFH PKWY
- 5) GOVERNOR'S CROSSING
- 6) DPIF3 GA4 JFH PKWY
- 7) TAMN PROPERTIES

Land Use Map Emerson, GA



- Roads
- Highways
- Railroads
- - - City Limits

Future Land Use

- █ Commercial ←
- █ Conservation
- █ High Density Residential ←
- █ Industrial
- █ Low Density Residential
- █ Low/Medium Density Residential
- █ Mining
- █ Mixed Use
- █ Mixed Use Commercial
- █ Parks/Conservation
- █ Public/Institutional
- █ Residential
- █ Rural Estate
- █ Transportation/Communication/Utilities

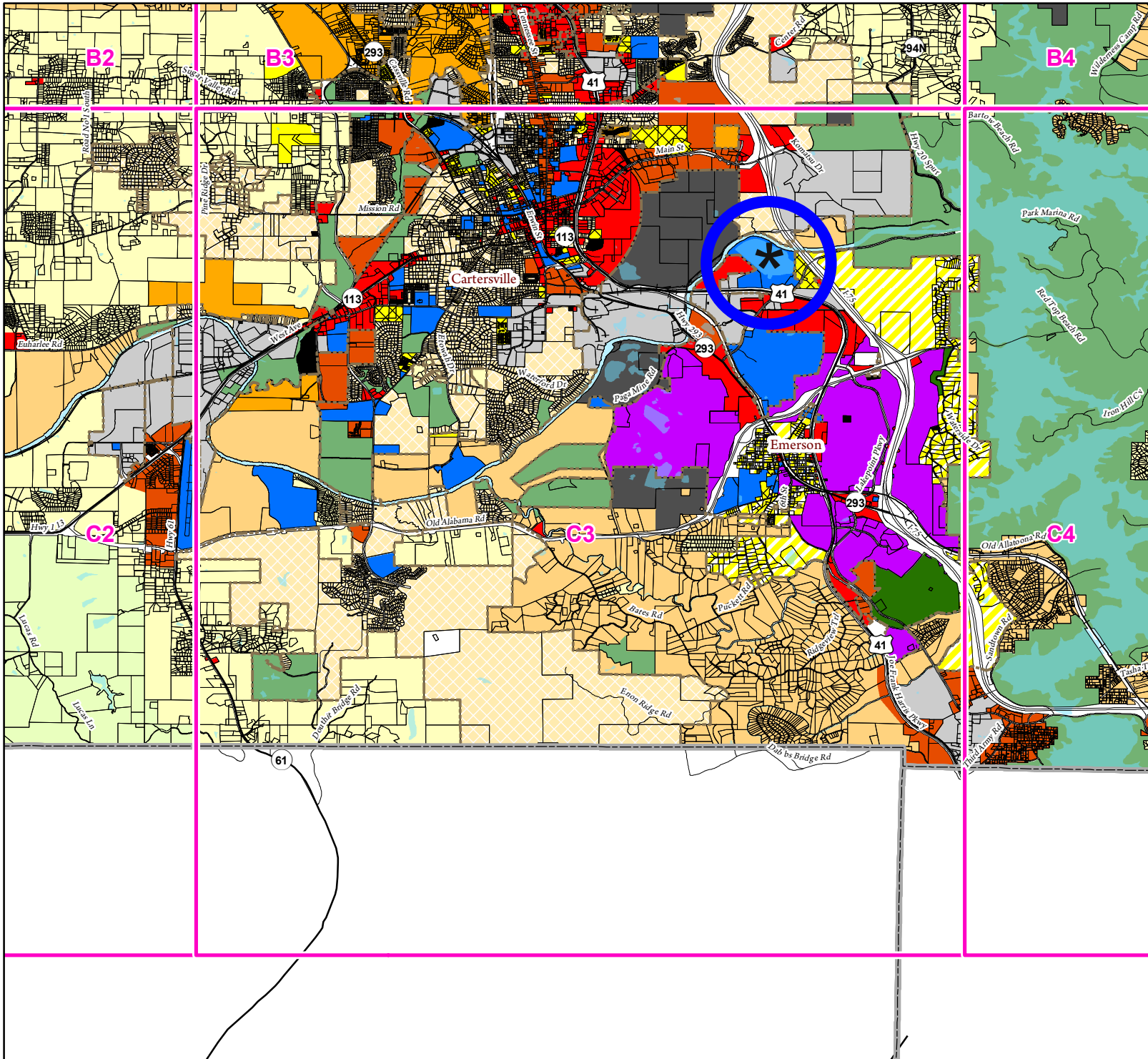


1 in = 3,432 feet



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Land Use Map Bartow County, GA



- Roads
- Highways
- Railroads
- - - City Limits
- Future Land Use
- Agriculture/Forestry
- Commercial
- Conservation
- High Density Residential
- Industrial
- Low Density Residential
- Low/Medium Density Residential
- Medium/High Density Residential
- Mining
- Mixed Use
- Mixed Use Commercial
- Mixed Use Residential
- Parks/Conservation
- Public/Institutional ←
- Residential
- Rural Estate
- Transportation/
- Communication/Utilities



1 in = 1 miles



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Land Use Map Cartersville, Georgia

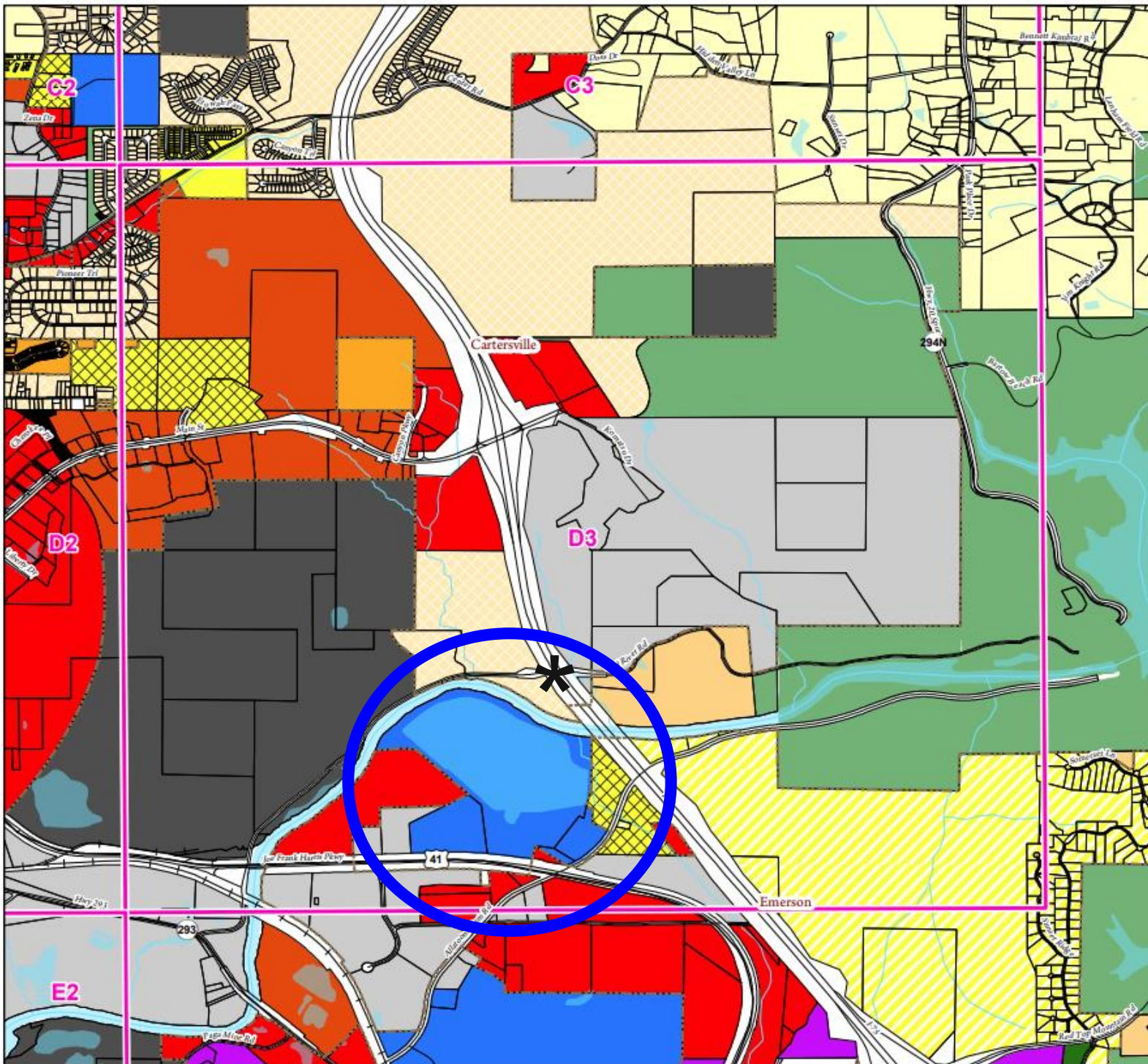
- Roads
- Highways
- Railroads
- - - City Limits
- Future Land Uses**
- Commercial
- Conservation
- High Density Residential
- Industrial ←
- Low Density Residential
- Low/Medium Density Residential ←
- Medium/High Density Residential
- Mining
- Mixed Use
- Mixed Use Commercial
- Mixed Use Residential
- Parks/Conservation
- Public/Institutional
- Residential
- Rural Estate
- Transportation/Communication/Utilities



1 in = 0 miles



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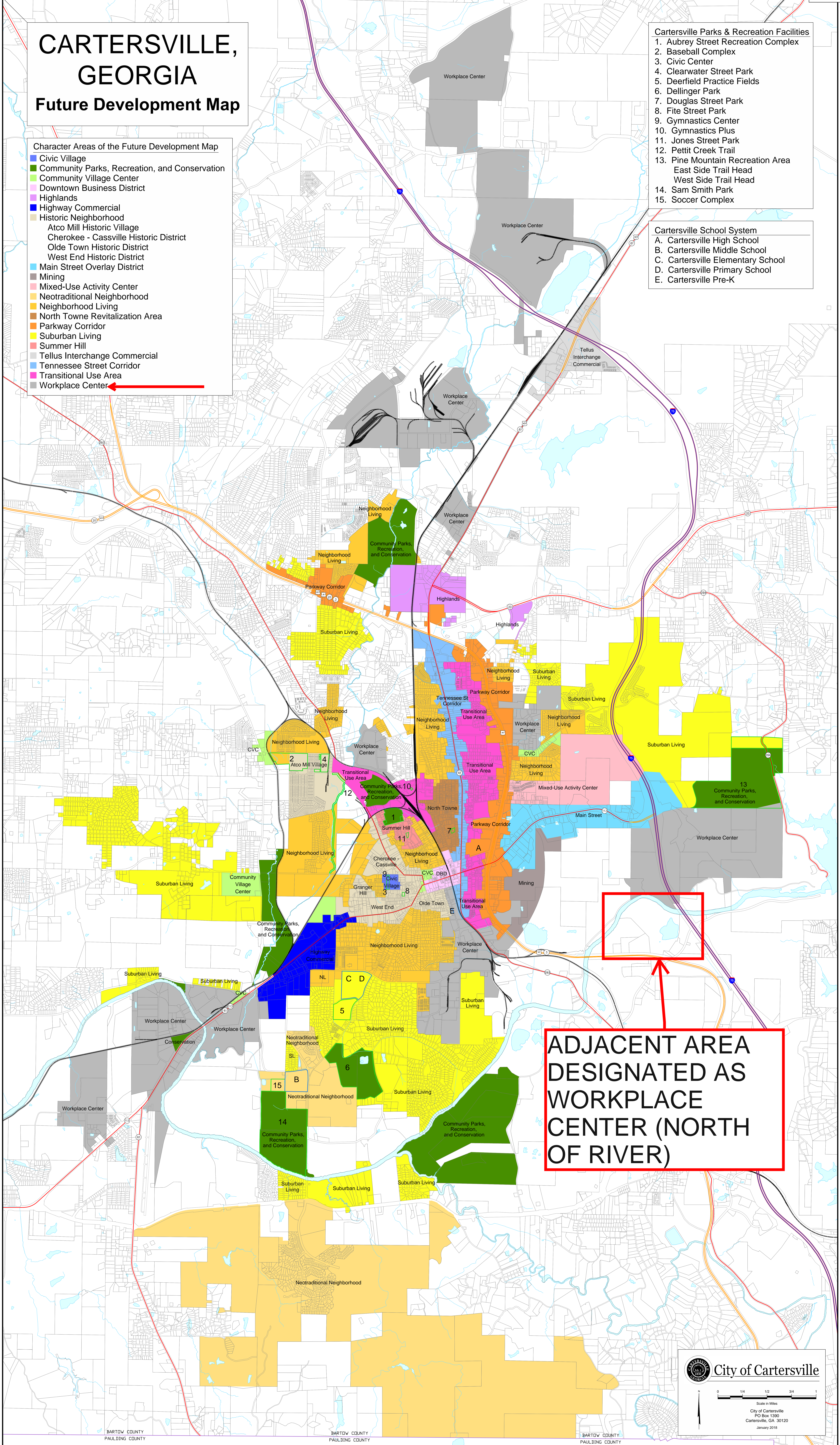
CARTERSVILLE, GEORGIA

Future Development Map

- Character Areas of the Future Development Map**
- Civic Village
 - Community Parks, Recreation, and Conservation
 - Community Village Center
 - Downtown Business District
 - Highlands
 - Highway Commercial
 - Historic Neighborhood
 - Atco Mill Historic Village
 - Cherokee - Cassville Historic District
 - Olde Town Historic District
 - West End Historic District
 - Main Street Overlay District
 - Mining
 - Mixed-Use Activity Center
 - Neotraditional Neighborhood
 - Neighborhood Living
 - North Towne Revitalization Area
 - Parkway Corridor
 - Suburban Living
 - Summer Hill
 - Tellus Interchange Commercial
 - Tennessee Street Corridor
 - Transitional Use Area
 - Workplace Center

- Cartersville Parks & Recreation Facilities**
1. Aubrey Street Recreation Complex
 2. Baseball Complex
 3. Civic Center
 4. Clearwater Street Park
 5. Deerfield Practice Fields
 6. Dellinger Park
 7. Douglas Street Park
 8. Fite Street Park
 9. Gymnastics Center
 10. Gymnastics Plus
 11. Jones Street Park
 12. Pettit Creek Trail
 13. Pine Mountain Recreation Area
 - East Side Trail Head
 - West Side Trail Head
 14. Sam Smith Park
 15. Soccer Complex

- Cartersville School System**
- A. Cartersville High School
 - B. Cartersville Middle School
 - C. Cartersville Elementary School
 - D. Cartersville Primary School
 - E. Cartersville Pre-K



ADJACENT AREA DESIGNATED AS WORKPLACE CENTER (NORTH OF RIVER)



City of Cartersville

Scale in Miles
 0 1/4 1/2 3/4 1
 City of Cartersville
 PO Box 1390
 Cartersville, GA 30120
 January 2018

Tax Parcel E009-0005-001.



Tax Parcel 0093-0545-002 (Water Treatment Facility)











CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Resolution
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Rome-Cartersville Development Corridor
DEPARTMENT SUMMARY RECOMMENDATION:	This Resolution authorizes support for the submission of joint applications for MPDG funding and authorizes the Mayor and City Clerk to execute GDOT Document Reference No. 3797 for Project Identification No. 0013238.
LEGAL:	Legal documentation from Archer & Lovell Law Office.

RESOLUTION _____

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE AUTHORIZING THE SUPPORT OF APPLICATIONS UNDER THE MULTIMODAL PROJECT DISCRETIONARY GRANT OPPORTUNITY (MPDG) FOR THE CONSTRUCTION FUNDING FOR THE ROME-CARTERSVILLE DEVELOPMENT CORRIDOR (PI# 0013238)]

WHEREAS, the City of Cartersville, Georgia (the “City”), is a municipal corporation of the State of Georgia, legally created and validly existing under the laws of the State of Georgia; and

WHEREAS, the Georgia Department of Transportation is the lead state agency to initiate and complete regionally significant transportation projects; and

WHEREAS, the Rome-Cartersville Development Corridor is a regionally-significant project designed to accommodate growth, encourage economic development, and provide improved freight movement in Floyd and Bartow Counties as well as Northwest Georgia and the State; and

WHEREAS, recent economic development projects and announcements resulting in the announcement of 6,250 jobs have proven the value of this project many times over; and

WHEREAS, construction of the project has been a joint priority of Bartow and Floyd Counties and our local government since the mid-1980’s; and

WHEREAS, the project is listed as CB-512 in the Cartersville-Bartow Metropolitan Planning Organization's 2050 Long Range Transportation Plan; and

WHEREAS, the project has received federal environmental clearance of its Environmental Impact Statement and Intersection Justification Reports; and

WHEREAS, the project is now proceeding with property acquisition for its entire 5.7-mile length; and

WHEREAS, the project faces severe construction cost overruns including a 23% increase in the annual cost estimate since May 2022 therefore jeopardizing the timely completion of the corridor; and

WHEREAS, the Rome-Cartersville Development Corridor will benefit the citizens of the City, and the City agrees that it is in the City’s best interest to support Bartow and Floyd Counties efforts to jointly seek federal grant funding provided through the IJA/BIL Acts;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA AS FOLLOWS:

that the City of Cartersville does hereby support the submission of these joint applications for MPDG funding, under an agreement with the State of Georgia that any matching funds for the award will be furnished by the State of Georgia; and

that the City of Cartersville authorizes the Mayor and City Clerk to execute GDOT Document Reference No. 3797 for Project Identification No. 0013238; a copy of which is attached hereto.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this ____ day of _____, 2023.

ATTEST:

/s/ _____
Julia Drake, City Clerk
City of Cartersville, Georgia

/s/ _____
Matthew J. Santini, Mayor
City of Cartersville, Georgia



State Highway System Revision

Order of the Commissioner



Document Reference Number: 3797
Project Identification: 0013238
County: BARTOW
City: CARTERSVILLE
Project Description: CONSTRUCTION OF STATE ROUTE 20 CO
System Revision Date: 06/09/2023

WHEREAS, the Commissioner of the Georgia Department of Transportation (hereinafter called the "Department"), under the authority vested in him by the State of Georgia, notifies the County of Bartow and City of Cartersville (hereinafter called the "Local Government") that the State Highway will be revised as described herein; and

NOW THEREFORE, in the interest of the traveling public, the Commissioner of the Georgia Department of Transportation does hereby order and direct that the State Highway System be revised as detailed in the Description.

Revisions

- 1. Removing a State Route in Common**
The Department intends to remove a State Route designation from an existing State Route roadway as detailed in the Description. This will result in an administrative data change and a change in route signage. It will not result in any physical construction to the roadway.
- 2. Re-designation of a State Route**
The Department intends to change the designation of an existing State Route roadway as detailed in the Description. This will result in an administrative data change and a change in route signage.
- 3. State Route Addition**
The Department intends to construct a new section or multiple sections of a State Route as detailed in the Description. Projected State Route designations will be assigned to proposed major realignments or new construction. The Projected State Route designation, usually beginning and ending at an intersection will remain in effect until construction is completed and the roadway is 'open to traffic'. 'Open to traffic' is defined as unimpeded traffic flow in all lanes; all construction barriers and barrels have been removed from the entire roadway project.

- 4. State Route Obliteration**

The Department intends to permanently obliterate a section or multiple sections of a State Route as detailed in the Description. The physical pavement or other surface material will be removed from the roadway and the roadway will not be open to the traveling public.

- 5. Adding a State Route in Common**

The Department intends to add a State Route designation to an existing State Route roadway as detailed in the Description. This will result in an administrative data change and a change in route signage. It will not result in any physical construction to the roadway.

- 6. Intersection Improvements**
 - a. The Department intends to make improvements or has already made improvements to short sections of roadways (approximately 1/4 of a mile or less) at intersections that are necessary for seamless traffic transitions.
 - b. With the completion of the project, the Local Government will accept for title, maintenance, utility accommodation, and ownership of the property of public roadways that were constructed, re-aligned, or widened as a part of this State Highway Project. The Local Government does hereby resolve that with the completion of the project the Local Government shall formally accept these roads into its official system of roads.
 - c. **This condition requires a Local Government signature and an Authorizing Resolution: Intersection Improvements.**

- 7. State Route Removal or Abandonment**
 - a. The Department intends to permanently remove a section or multiple sections of a State Route from the State Highway System as detailed in the Description.
 - b. The Local Government will accept title, maintenance, utility accommodation, and ownership of the property for the roadway removed from the State Highway System. The Local Government does hereby resolve to formally accept the roadway(s) into its official system of roads.
 - c. **This condition requires a Local Government signature and an Authorizing Resolution: State Route Removal or Abandonment.**

- 8. Local Roadway(s) Transfer to the State Highway System (SHS)**
 - a. The Department intends to permanently accept a local roadway(s) as detailed in the Description as part of the State Highway System.
 - b. The Department will accept title, maintenance, utility accommodation, and ownership of the property for the roadway(s) added to the State Highway System.

- 9. Temporary State Route Removal**
 - a. The Department intends to permanently remove the Temporary State Route designation(s) as detailed in the Description. This will result in an administrative data change only and will not result in any physical changes to the roadway.
 - b. Title, maintenance, utility accommodation, and ownership of the property for the roadway(s) will remain with the Local Government.

Description

County: BARTOW
 City: CARTERSVILLE
 Project Description: CONSTRUCTION OF STATE ROUTE 20 CO

Revision Type:	State Route Addition
Route Type:	State Route
Route Number:	20CO
U.S. Route:	N/A
Beginning Intersection or Junction:	Half a mile south of the existing US 411/ US 41 Interchange
Ending Intersection or Junction:	Ending at a point approximately 275ft from the center of the roundabout between the ramp termini east of I-75
Total State Highway System Mileage Change:	Approximately 5.3 mi
Comments:	Revision #1 Add SR 20 CO

Revision Type:	Intersection Improvements
Route Type:	State Route
Route Number:	Click here to enter text.
U.S. Route:	Click here to enter text.
Beginning Intersection or Junction:	Beginning at the point where SR 20 Connector ends, approximately 250ft Southwest from the center of the roundabout between the ramp termini east of I-75
Ending Intersection or Junction:	Ending approximately 512ft North at the tie-in to existing route 1015200015500INC
Total State Highway System Mileage Change:	Approximately 0.4 mi
Comments:	Revision #2 To be maintained by Bartow County

Revision Type:	Intersection Improvements
Route Type:	State Route
Route Number:	Click here to enter text.
U.S. Route:	Click here to enter text.
Beginning Intersection or Junction:	Beginnning approximately 73ft North of the existing intersection between County Rd. 1015200045900INC (Busch Dr NE) and County Rd.1015200015500INC (Old Grassdale Rd)
Ending Intersection or Junction:	Ending at the centerpoint of the roundabout intersecting with County Rd 1015200015500INC
Total State Highway System Mileage Change:	Approximately 0.22 mi
Comments:	Revision #3 To be maintained by Bartow County

Revision Type:	Intersection Improvements
Route Type:	State Route
Route Number:	Click here to enter text.
U.S. Route:	Click here to enter text.
Beginning Intersection or Junction:	Beginning approximately 274ft Southeast of the existing intersection between Busch Dr NE and Old Grassdale Rd., along Busch Dr NE
Ending Intersection or Junction:	Ending approximately 73ft North of the existing intersection between Busch Dr NE and Old Grassdale Rd.
Total State Highway System Mileage Change:	Approximately 0.05 mi
Comments:	Revision #4 To be maintained by City of Cartersville



Signatures

GEORGIA DEPARTMENT OF TRANSPORTATION:

Commissioner: *David R. McManus* Date: 6/26/23

Treasurer: *Angela P. [Signature]* Date: 6/26/23

LOCAL GOVERNMENT:

By: _____ Date: _____
Commissioner, Bartow County

Attest: _____ Date: _____
Clerk, Bartow County

LOCAL GOVERNMENT:

By: _____ Date: _____
Mayor, City of Cartersville

Attest: _____ Date: _____
Clerk, City of Cartersville

Document Reference Number: **3797**



State Highway System Revision

Authorizing Resolution for Intersection Improvements



Document Reference Number: 3797
Project Identification: 0013238
County: BARTOW
City: CARTERSVILLE
Project Description: CONSTRUCTION OF STATE ROUTE 20 CO
System Revision Date: 06/09/2023

WHEREAS, the County of Bartow and City of Cartersville (hereinafter called the "Local Government") is being notified that the Georgia Department of Transportation (hereinafter called the "Department") intends to make improvements or has already made improvements to short sections of roadways at intersections that are necessary for seamless traffic transitions; and

WHEREAS, with the completion of the project, the Local Government will accept for title, maintenance, utility accommodation, and ownership of the property of public roadways that were constructed, re-aligned, or widened as a part of this State Highway Project; and

NOW THEREFORE, BE IT RESOLVED by the Local Government that the County of Bartow and City of Cartersville are hereby authorized to formally accept the roadway(s) into its official system on behalf of the Local Government, and that a copy of this Resolution will be furnished to the Department.

Local Governments:

By: _____
Commissioner, Bartow County

Date: _____

Attest: _____
Clerk, Bartow County

Date: _____

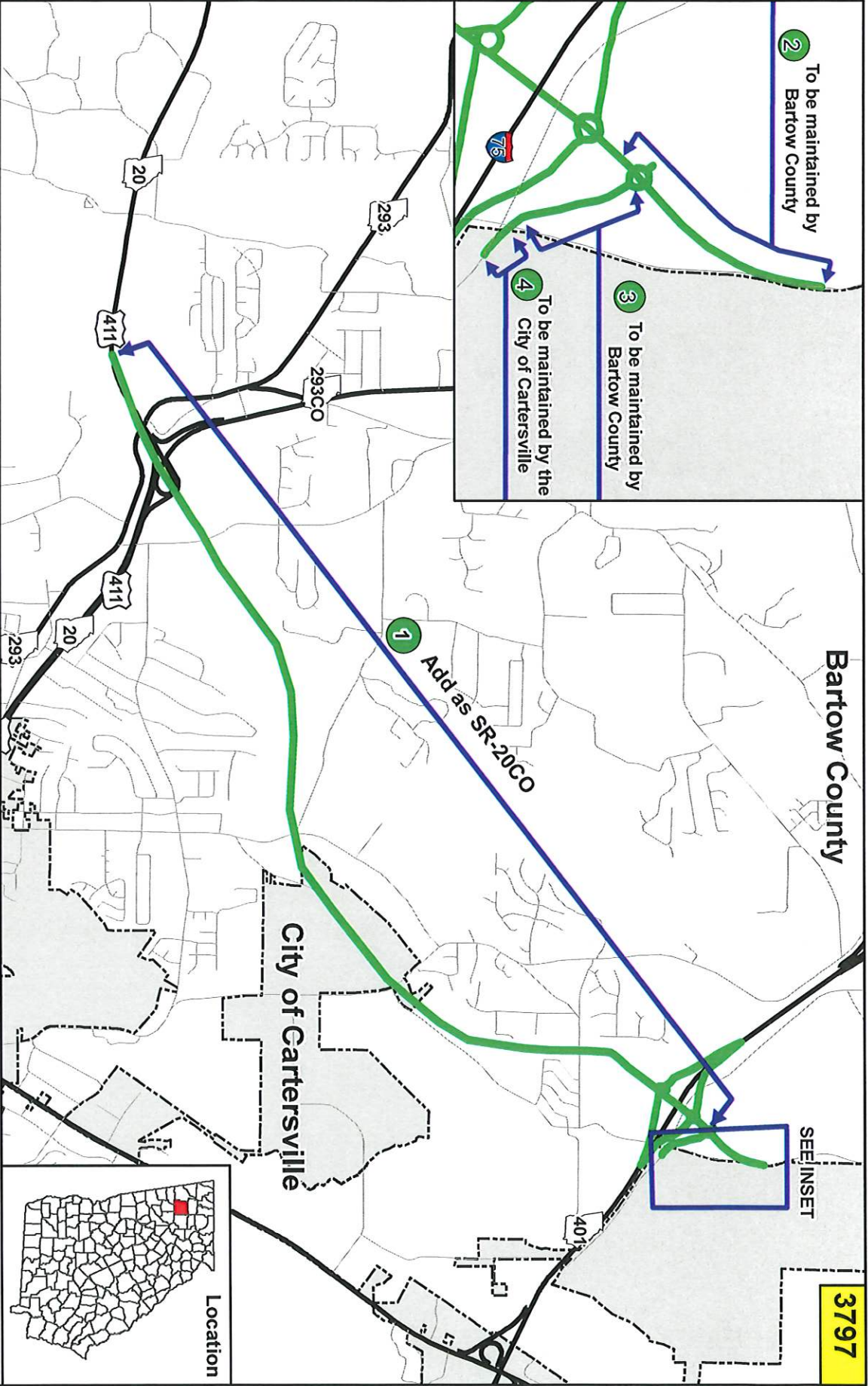
By: _____
Mayor, City of Cartersville

Date: _____

Attest: _____
Clerk, City of Cartersville

Date: _____

3797

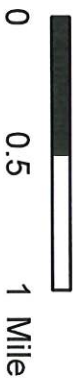


- Revision**
- Removal
 - Redesignation
 - Common Removal
 - Common Addition
 - Addition

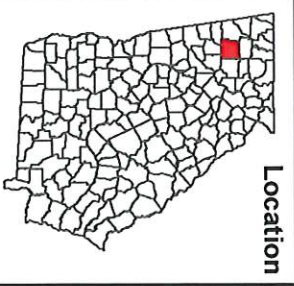


Georgia Department of Transportation
 Office of Transportation Data
 Proposed Revisions to the State Highway System

Bartow County



Date : June 2023





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Resolutions
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Pension Plan Resolution and Amendments
DEPARTMENT SUMMARY RECOMMENDATION:	This resolution and subsequent amendments are addressed in the restatement of the 1967 Pension plan and 2017 Pension plan. The intent is to capture all previously intended amendments for both plans. Our pension attorney has provided the language to address each amendment and the Pension Board has approved of each.
LEGAL:	Reviewed by Archer & Lovell

Resolution No. _____

WHEREAS, the City of Cartersville (the “Employer”) maintains The City of Cartersville Pension Plan (the “Pension Plan”) and The City of Cartersville 2017 Pension Plan (the “2017 Plan”) for the benefit of such of its employees as are eligible thereunder; and

WHEREAS, in accordance with the power reserved to it in Section 12.1 of each of the Pension Plan and the 2017 Plan, the Employer may amend the Pension Plan and the 2017 Plan at any time, subject to certain conditions not now relevant; and

WHEREAS, the Employer desires to amend and restate the Pension Plan and the 2017 Plan for applicable amendments and law changes; and

NOW, THEREFORE, it is RESOLVED, that the Pension Plan shall be, and hereby is, amended and restated in accordance with The City of Cartersville Pension Plan, Amended and Restated as of July 1, 2023, substantially in the form attached hereto; and it is further

RESOLVED, , that the 2017 Plan shall be, and hereby is, amended and restated in accordance with The City of Cartersville 2017 Pension Plan, Amended and Restated as of July 1, 2023, substantially in the form attached hereto; and it is further

RESOLVED, that the proper officers of the Employer and the Pension Board are hereby authorized and directed to take all actions and to execute and deliver all agreements, instruments, indentures and other documents, as they shall deem necessary to carry out the intent of the foregoing resolutions.

ADOPTED this the 17th day of August, 2023.

Matthew J. Santini
Mayor

Attest:

Julia Drake
City Clerk

THE CITY OF CARTERSVILLE
2017 PENSION PLAN

Effective January 1, 2017
Amended and Restated as of July 1, 2023

THE CITY OF CARTERSVILLE
2017 PENSION PLAN
(Amended and Restated as of July 1, 2023)

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ARTICLE 1

General

Section 1.1	Introduction
Section 1.2	Definitions
Section 1.3	Construction

1.1 Introduction: The City of Cartersville, Georgia, a municipal corporation (the “City”), adopted this defined benefit pension plan for eligible Employees of the City and related governmental entities who are hired or rehired on and after January 1, 2017, which has been amended from time to time. This restatement of the Plan is effective July 1, 2023.

All rights and benefits of an Employee whose Termination of Employment, as herein defined, occurred prior to July 1, 2023, shall be determined solely by the provisions in effect at the time of that Termination of Employment unless otherwise specifically provided herein.

1.2 Definitions: Where following words and phrases appear in this document, they shall have the meanings stated below.

(a) Accrued Benefit: Accrued Benefit means, on any date of determination, the Participant’s Normal Retirement Benefit computed under Section 6.1 on the basis of the Participant’s Average Monthly Compensation and the number of years of Benefit Accrual Service as of that date.

The Accrued Benefit is expressed as a monthly benefit payable at Normal Retirement Date.

(b) Accrued Funding Percentage: The Accrued Funding Percentage is the funded status of the Plan determined for a Plan Year by the Plan’s actuary and based upon the Actuarial Assumptions of the Plan for the Plan Year.

(c) Actuarial Equivalent: The equivalent value as determined on the basis of an interest rate of seven percent (7%) per annum compounded annually, and a mortality table for Participants constructed by using 1983 Group Annuity Mortality Table. For purposes of determining the applicability and amount of any lump sum payment of a Participants’ Accrued Benefit from the Plan, and for all purposes measuring Accrued Benefits for purposes of the maximum benefit limitations of Code §415 and Article IX, the applicable mortality table shall be the table designated in Rev. Rul. 2007-67. For purposes of determining the present value of an Accrued Benefit or any distribution from the Plan on and after October 1, 2017, Actuarial Equivalent shall mean the actuarially equivalent value as determined on the basis of a discount rate of seven percent (7%) per annum compounded annually and the unisex mortality table promulgated by the Secretary of the Treasury for purposes of determining lump sum distributions as of the annuity starting date pursuant to Code §417(e)(3).

- (d) Actuarial Assumptions: For the propose of computing Plan liabilities as referenced in this Plan, the assumptions independent of investment return shall not produce consistent gains or losses over rolling five year periods, as determined by the Plan’s actuary. In the event that a rolling five year period produces a net gain or loss, the assumptions shall be modified to produce a net gain not to exceed two percent (2%) of Plan liabilities as defined by Sections 6.1 through 6.6. The Plan discount rate will be set at seven percent (7%). The actuarial value of assets at the Measurement Date shall always be market value excluding all future contributions. The actuarial funding method for the Plan shall be entry age normal as a level percent of Compensation, and the actuarial funding method may not be amended except as provided in Section 12.1. The discount rate for any Measurement Date may be decreased but may not be increased above the greater of 7% or 3% over the rolling five year inflation rate as defined by CPIU.
- (e) Age: The actual attained age of a Participant as of any applicable date.
- (f) Average Monthly Compensation: The average monthly Compensation received by a Participant during the last 36 consecutive months or highest three years out of the last ten years prior to his Termination of Employment affording the highest such average. The period during which a Participant is on a Leave of Absence (except for qualified military service), is not included in the averaging period.
- (g) Beneficiary: An individual or legal entity designated to receive payments or any death benefit arising under this Plan upon the death of a Participant or Beneficiary as provided in Article VIII.
- (h) Benefit Accrual Service: As defined in Article V.
- (i) Code: The Internal Revenue Code of 1986, as amended.
- (j) Compensation: “Compensation” shall mean the Participant’s base pay from the Employer, as reflected in the Employer’s payroll records. Compensation shall include compensation deferred on a pre-tax basis under Code §§401(k), 403(b) or 457, compensation redirected pursuant to Code §§125, 401(k), 402(b), or 132(f)(4), and contributions picked-up under Code §414(h). Compensation shall exclude overtime pay and bonus pay received by a Participant. Total Compensation may not exceed the base Compensation that would have been paid to the Participant by the Employer in the absence of any deferrals under Code §§401(k), 403(b), 125, 132(f)(4), and 414(h).

Notwithstanding anything in this Section to the contrary, a Participant’s Compensation for any Plan Year will not exceed the limitation set forth in Code §401(a)(17) in effect for that Plan Year. The Compensation of each Participant taken into account under the Plan shall not exceed \$200,000, as adjusted for cost of living increases under Code §401(a)(17)(B). If a Plan Year consists of fewer than 12 months, the Code §401(a)(17) limitation will be multiplied by a fraction, the numerator of which is the number of months in that Plan Year, and the denominator of which is 12. The cost of living adjustment in effect for a calendar

year applies to determine Compensation for the Plan Year that begins with or within the calendar year.

- (k) Disability Retirement: A physical or mental condition which totally and presumably permanently prevents a Participant from engaging in any substantially gainful employment and which entitles the Participant to receipt of a Social Security Disability Insurance Benefit under the Social Security Act; provided, however, if a Participant is not covered by Social Security, either through the Employer or through any other employer, the Pension Committee shall determine the Participant's Disability in accordance with the provisions of the following:
 - (i) Whenever such a Participant not covered by Social Security files an application for a Disability Retirement Pension with the Pension Committee, the Participant shall submit therewith a signed certificate from a licensed practicing physician of Georgia certifying to the Disability of such Participant. Promptly thereafter the Pension Committee shall order the Participant to be examined by a physician to be named by the Pension Committee who likewise shall certify the physical ability or disability of the Participant. The Pension Committee shall pay for the fees and expenses of such physician. In the event the certificates of the respective physicians generally agree upon Disability, such facts shall be conclusive as to the physical condition of the Participant and the Pension Committee shall grant a Disability Retirement Pension in accordance with Section 4.4 of the Plan. In the event the certificates of the aforesaid physicians disagree as to whether the Participant is disabled, then under these circumstances that question shall be submitted to a third physician selected by the Pension Committee. The medical opinion of the third physician, after examination of the Participant and consultation with the other two physicians, shall decide such question. The Participant and the Pension Committee shall share the fees and expenses of the third physician equally.
 - (ii) Notwithstanding any other provision of this Section, no Participant shall qualify for a Disability Retirement Pension if the Pension Committee determines that the Participant's Disability results from (i) self-addiction to alcohol or narcotics, (ii) an injury suffered while engaged in a felonious or criminal act or enterprise or (iii) service in the Armed Forces of the United States which entitles the Participant to a veteran's disability pension; but this provision shall not prevent the Participant from qualifying for a Pension under another provision of the plan.
 - (iii) The Pension Committee may adopt such rules as it deems necessary to administer the provisions of this Section and such rules shall be applied uniformly and consistently to all Participants in similar circumstances.
- (l) Early Retirement Date: The first day of any month on or following a Participant's 55th birthday and after ten years of Vesting Service.
- (m) Effective Date: The Effective Date of this Plan, which is January 1, 2017. This restatement of the Plan is effective as of July 1, 2023.

- (n) Employee: Any person who is employed by the Employer on a regular full-time basis with an employment type “regular full time” in the City’s payroll system or the equivalent classification in any successor payroll system. In addition, the term Employee shall include each elected official who is sworn in to perform services for the City.
- (o) Employer: The City of Cartersville. The Employer is sometimes referred to as the City. Actions by the City are taken by the City Council of the City of Cartersville or its delegates.
- (p) Fund: The total of all deposits credited to the Plan increased by any amounts added or credited to the Fund and decreased by any amounts withdrawn from or charged against the Fund.
- (q) Measurement Date: The Measurement Date for determining the Accrued Funding Percentage is the January 1st preceding the Plan Year to which the Accrued Funding Percentage applies.
- (r) Normal Retirement Benefit: The amount of monthly retirement benefit described in Article VI which a Participant is eligible to receive from this Plan if the Participant continues as an Employee until Normal Retirement Date.
- (s) Normal Retirement Date: The first day of the month on or immediately following a Participant’s 65th birthday with ten years of Vesting Service.
- (t) Participant: An Employee who is hired on or after January 1, 2017, and meets the requirements of Article II, with the exception that the City Manager may make an irrevocable election whether or not to be a Participant in the Plan.
- (u) Pension Committee: Pension Committee is defined in Article X.
- (v) Plan: The City of Cartersville 2017 Pension Plan.
- (w) Plan Administrator: The Employer.
- (x) Plan Year: The twelve-consecutive-month period for maintaining records for this Plan beginning each July 1 and ending each June 30.
- (y) Termination of Employment: The retirement, resignation or other voluntary or involuntary cessation of an Employee’s employment with the Employer.
- (z) Vesting Service: Vesting Service is defined in Article V.

1.3 Construction: Whenever herein used, the masculine gender shall include the feminine gender and, if applicable, the singular shall include the plural. The words “hereof”, “herein”, “hereunder” or any other compounding of the word “here” shall mean and refer to the entire Plan rather than to any particular provision or section of this Title, unless specifically delineated as such.

ARTICLE II

Participation

Section 2.1	Commencement of Participation
Section 2.2	Termination of Participation
Section 2.3	Reinstatement of Participation
Section 2.4	Leave of Absence
Section 2.5	Rehired Employees

- 2.1 Commencement of Participation: Each Employee who is hired on or after July 1, 2023, shall become a Participant in the Plan on the first day of employment with the Employer. Each Employee who was hired before July 1, 2023, but had not satisfied the waiting period in effect immediately prior to July 1, 2023, shall become a Participant in the Plan effective July 1, 2023, provided that such Employee who had not satisfied the waiting period as of July 1, 2023, shall not be entitled to receive Benefit Accrual Service or Vesting Service for his period of employment prior to July 1, 2023.

- 2.2 Termination of Participation: A Participant shall cease to be a contributing Participant hereunder on the day of his Termination of Employment. A person’s participation in the Plan shall end when he or she is no longer employed by the Employer if he or she is not entitled to either an immediate or deferred retirement benefit under the Plan.

- 2.3 Reinstatement of Participation: An Employee who ceases to be a contributing Participant according to Section 2.2 hereof and who subsequently returns to employment as an Employee shall be reinstated as a Participant and shall resume Participant contributions:
 - (a) immediately following such return as an Employee if he left his Participant contributions in the Fund upon his Termination of Employment; or
 - (b) immediately following such return as an Employee if he received his Participant contributions in the Fund upon his Termination of Employment. An Employee who received a lump sum upon Termination of Employment has 12 months to return his lump sum with interest compounded at 5% or his Benefit Accrual Service will not include the period of prior employment.

- 2.4 Leave of Absence: Except to the extent otherwise required by law, a Participant shall not be credited with service for Vesting Service or Benefit Accrual Service during any period of an authorized or unauthorized leave of absence without pay, or disciplinary suspension without pay. Notwithstanding the foregoing, in the case of a leave of absence due to service in the Armed Forces of the United States, the Employee must return to active employment with the Employer within the periods prescribed under the re-employment provisions of Title 38, Chapter 43, of the United States Code. Within five (5) years of the Employee’s return to active employment from a leave of absence due to military service, the Employee may contribute the Participant contributions that were not made during his leave of absence in order to receive credit for Vesting Service and Benefit Accrual Service while on leave.

- 2.5 Rehired Employees: Any former Employee who is rehired on or after the Effective Date of this Plan shall be eligible to participate in this Plan, and shall not be eligible to reenter The City of Cartersville Pension Plan. Rehired Employees must complete the eligibility requirements of Section 2.1 to enter the Plan, but all service prior to termination shall be taken into account. For benefit accrual purposes in The City of Cartersville Pension Plan, a rehired Participant's benefit is frozen, and his or her Compensation is frozen as of his or her date of termination. However, vesting on and after the date of rehire will be applied in determining the rehired Participant's vested benefit and eligibility for distribution options under The City of Cartersville Pension Plan.

ARTICLE III

Contributions

- Section 3.1 Contributions by the Employer
- Section 3.2 Contributions by Participants
- Section 3.3 Return of Contributions
- Section 3.4 Direct Rollover of Certain Contributions

3.1 Contributions by the Employer: The Employer shall make contributions to the Fund in such amounts and at such times as shall be necessary to provide the benefits set forth herein and in accordance with the provisions of any law applicable to the Plan. Subject to the provisions of Section 3.3 hereof, all contributions made by the Employer to the Fund shall be used to reduce future Employer contributions and shall be used solely for the exclusive benefit of Participants and their Beneficiaries and to defray reasonable expenses of the Plan or Fund. Forfeitures arising because of death or Termination of Employment before a Participant becomes eligible for a benefit from the Plan or arising for any other reason shall be applied to reduce the cost of the Plan, not to increase the benefits otherwise payable to Participants. Employer contributions shall be deposited in the Fund in such amounts as the Retirement Board in conjunction with the annual actuarial examination shall determine necessary to keep the Fund actuarially sound, subject to the appropriation of funds by the Employer.

3.2 Contributions by Participants: As a condition of employment, each eligible Participant who is not sworn in as an Employee of the City shall be required to contribute toward the cost of the Plan in an amount equal to 3.1% of the Participant’s Compensation for each Plan Year. Each eligible Participant who is a fireman or policeman shall be required to contribute toward the cost of the Plan in an amount equal to 4.1% of such Participant’s Compensation for each Plan Year. Notwithstanding the foregoing, each Participant who is who is former police and fire personnel that transferred to another City department (hereinafter referred to as “Former Police and Fire Personnel”) shall continue to be required to contribute toward the cost of the Plan in an amount equal to four and one-tenth percent (4.1%) of such Participant’s Compensation for each Plan Year. Notwithstanding the foregoing, each Participant who is who is former police and fire personnel that transferred to another City department (hereinafter referred to as “Former Police and Fire Personnel”) shall continue to be required to contribute toward the cost of the Plan in an amount equal to four and one-tenth percent (4.1%) of such Participant’s Compensation for each Plan Year.

- (a) Voluntary contributions are not permitted.
- (b) The contributions of each Participant shall be deducted from the Participant’s Compensation and deposited in the Fund.
- (c) A Participant will not be permitted to withdraw his contributions prior to actual Termination of Employment.

- (d) Participant contributions are “picked up” by the Employer as described in Code §414(h)(2), as amended, and will be treated as being paid by the Employer in determining appropriate tax treatment of such amounts.

3.3 Return of Contributions: The Pension Committee shall return to the contributing Employer or Participant a contribution made by the Employer or Participant due to mistake of fact if the Pension Committee determines that such mistake existed at the time of the contribution and the contribution is returned within 12 months of the date it was made.

3.4 Direct Rollover of Certain Distributions:

- (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 Plan 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. The following definitions shall apply to this Section:

- (i) An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (A) 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; (B) any distribution to the extent such distribution is required under Code §401(a)(9); or (C) the portion of any distribution that is not includable in gross income. A Distributee may not elect a direct rollover with respect to an Eligible Rollover Distribution during the Plan Year that is less than \$200. If the Distributee elects to have only a portion of an Eligible Rollover Distribution paid to an Eligible Retirement Plan, that portion must be equal to at least \$500. A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions, which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code §408(a) or (b) or to a qualified trust described in Code §401(a) or to an annuity contract described in Code §403(b) that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution that is includible in gross income and the portion that is not.

- (ii) An "Eligible Retirement Plan" is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b) (other than an endowment contract), an annuity plan described in Code §403(a), or a qualified trust described in Code §401(a), an annuity contract described in Code §403(b) that accepts the Distributee's Eligible Rollover Distribution, an eligible plan under Code §457(b) which is maintained by a state, political subdivision, or agency or instrumentality of a state and which

agrees to separately account for amounts transferred to such plan from this Plan, and, to the extent permitted and in accordance with the rules applicable under Code §408A, a Roth individual retirement account described in Code §408A.

- (iii) A "Distributee" includes an Employee or former Employee. 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 Code §414(p), are Distributees with regard to the interest of the spouse or former spouse
- (iv) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.
- (v) A non-spouse Beneficiary of a deceased Participant who is either an individual or an irrevocable trust, where the beneficiaries of such trust are identifiable and the trustee provides the Plan Administrator with a final list of trust beneficiaries or a copy of the trust document by October 31 of the year following the Participant's death, shall be a Distributee with regard to the interest of the deceased Participant, but only if the Eligible Rollover Distribution is transferred in a direct trustee-to-trustee transfer to an Eligible Retirement Plan which is an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b) (other than an endowment contract).

ARTICLE IV

Benefit Eligibility

Section 4.1	Normal Retirement
Section 4.2	Early Retirement
Section 4.3	Late Retirement
Section 4.4	Disability Retirement
Section 4.5	Vested Termination of Employment Prior to Retirement
Section 4.6	Non-Vested Termination
Section 4.7	Termination of the Pay

- 4.1 Normal Retirement: An active Participant who attains his Normal Retirement Date shall be 100% vested in his Normal Retirement Benefit. A Participant may retire from service upon reaching his Normal Retirement Date or he may postpone his retirement and remain in service after his Normal Retirement Date, in which event the provisions of Section 4.3 shall be applicable.
- 4.2 Early Retirement: An active Participant who attains his Early Retirement Date shall be 100% vested in his Accrued Benefit.
- 4.3 Late Retirement: A Participant who works past his Normal Retirement Date shall be 100% vested in his Accrued Benefit and shall be retired on the first day of the month after the Pension Committee receives his written application to retire.
- 4.4 Disability Retirement: A Participant shall be eligible for a Disability Retirement Pension if his employment is terminated prior to his Normal Retirement Date by reason of Disability after he has a vested interest in the Plan. Payment of a Disability Retirement Pension shall commence as of the first day of the month following the date the Participant terminates employment due to Disability, as long as the following conditions are met:
- (i) The Participant's medical condition occurred or became symptomatic during the time he was employed in an employee/employer relationship with the Employer (City of Cartersville);
 - (ii) The Participant was totally and permanently disabled at the time he incurred a termination of employment; and
 - (iii) The Participant has not been employed with or by any other employer after such termination.
- (a) The Pension Committee shall have the right at intervals of not less than one year, prior to a Participant's Normal Retirement Date, to require proof of continuing Disability, such as to require the Participant to submit proof of receipt of Social Security Disability Benefits or, in absence of that, to require an examination of any Participant receiving a Disability Retirement Pension; provided, however, for purposes of this Section, a Participant's Normal Retirement Date shall be no earlier than their sixty-fifth (65th) birthday with 10 years of Vesting Service; or fifty-fifth

(55th) birthday with 25 years of Vesting Service; or fiftieth (50th) birthday with 20 years of Vesting Service for police and fire personnel (or Former Police and Fire Personnel). In the event such Participant is found not to be suffering from a Disability, the Pension Committee shall, after hearing evidence thereon and giving the Participant opportunity to be heard, discontinue such Participant's Disability Retirement Pension. In the event such Participant receiving a Disability Retirement Pension refuses to submit to a physical examination after 30 days' notice to report for such examination or to supply proof, of continuing Disability, the Pension Committee shall discontinue payments of the disability Retirement Pension until the Participant submits to such examination or supplies such proof, and the Participant shall be deemed to have forfeited their Pension during the time of refusal.

- (b) Following certification that a Participant's Disability has ceased, in accordance with the provisions of the preceding paragraph, the following rules shall apply:
 - (i) Such Participant shall not be prevented from qualifying for a pension under another provision of the Plan based only upon his Vesting Service, Benefit Accrual Service and Compensation prior to his Disability Retirement; and
 - (ii) Any such Participant shall not receive Vesting Service or Benefit Accrual Service for his period of Disability and any Pension benefit payments received during his Disability period shall be disregarded.
- (c) Workers' Compensation Benefits - Notwithstanding any other provisions of the Plan, if at the time of retirement a Participant is receiving payments under the provisions of the Georgia Workers' Compensation Law which are being paid at the expense of the City, the amount of pension benefit payable under the Plan shall be reduced by the amount being received as workers' compensation. This reduction shall continue as long as the retired Participant is receiving workers' compensation benefit, and upon discontinuance of workers' compensation payments, the offset shall be eliminated and the retired Participant shall be entitled to receive benefits as calculated under the terms of the pension plan. No such reduction shall operate to reduce the sums payable under the provisions of the Plan below \$200.00 per month.
- (d) The cost of providing a Disability retirement option shall be paid by the City, in lieu of providing long-term disability insurance coverage for Employees vested in the Plan.

4.5 Vested Termination of Employment Prior to Retirement: A Participant whose Termination of Employment occurs prior to eligibility for a normal or early retirement benefit shall be 100% vested in his Accrued Benefit if he has completed ten years of Vesting Service.

A Participant is always 100% vested in his Participant contributions.

4.6 Non-Vested Termination: If a Participant completes less than ten years of Vesting Service as of his Termination of Employment, then his Participant contributions without interest

thereon shall be payable to him after his Termination of Employment. Upon receipt of such payment, the Participant's years of Benefit Accrual Service and Vesting Service shall be canceled for all periods before the payment.

- 4.7 Termination of the Plan: In the case of a termination or partial termination of the Plan, the Accrued Benefit of each Participant shall become 100% vested and non-forfeitable to the extent funded.

ARTICLE V

Service

- Section 5.1 Vesting Service
- Section 5.2 Benefit Accrual Service

- 5.1 Vesting Service: A year of Vesting Service will be credited from the Employee’s date of hire with the Employer and each anniversary thereof. Vesting Service shall be determined by the elapsed time method. Vesting Service will include only service completed while a Participant is an Employee of the Employer. Notwithstanding the foregoing, all years of Vesting Service credited to an Employee for vesting under the rules governing Vesting Service in the Plan prior to January 1, 2023, shall be credited to Participants as Years of Service.

- 5.2 Benefit Accrual Service: Benefit Accrual Service is the elapsed period of time from a Participant’s participation in the Plan to the date service is being determined. Service will be calculated in completed calendar months. Benefit Accrual Service will include only service completed while a Participant is an Employee of the Employer. Calendar months start on the first non-holiday weekday of the month and end on the last non holiday weekday.

ARTICLE VI

Benefits

- Section 6.1 Normal Retirement
- Section 6.2 Early Retirement
- Section 6.3 Late Retirement
- Section 6.4 Vested Termination of Employment Prior to Retirement
- Section 6.5 Disability Retirement
- Section 6.6 Special Retirement Benefits
- Section 6.7 Qualified Military Service

6.1 Normal Retirement: A Participant’s Normal Retirement Benefit for a Plan Year is a monthly benefit payable upon his Normal Retirement Date equal to 2% of the Participant’s Average Monthly Compensation multiplied by his years of Benefit Accrual Service.

6.2 Early Retirement: A Participant’s benefit payable due to Early Retirement is determined as set forth below.

- (a) A Participant who retires from active service after attaining age 55 with 25 or more years of Vesting Service shall be entitled to his Accrued Benefit payable as of the first of the month coincident with or next following his Termination of Employment.
- (b) A Participant who retires from active service on an Early Retirement Date with less than 25 years of Vesting Service shall be entitled to his Accrued Benefit payable as of his Normal Retirement Date. However, the Participant may elect to receive a reduced benefit commencing on the first day of any month coincident with or following his Early Retirement Date. In that case, the Participant’s benefit shall be equal to his Accrued Benefit reduced by 3% a year (.25% a month) for each of the first five years and by 6% a year (.50% a month) for each of the next five years (years six through ten) for which the commencement date precedes the Participant’s Normal Retirement Date.
- (c) All police and fire personnel (or Former Police and Fire Personnel) have the option to retire at age 50 with a minimum of 20 years of Vesting Service with a monthly annuity equal to their Accrued Benefit. Every vested police and fire personnel (or Former Police and Fire Personnel) with a minimum age of 50 years may retire with less than 20 years of Vesting Service at a reduced benefit. The monthly benefit is equal to the Participant’s Accrued Benefit, reduced by 7% a year for each year in which the termination date precedes the date the Participant would have attained 20 years of Vesting Service. At his termination date, the Participant is required to elect the retirement option desired and to pay into the Plan all required contributions in order to be eligible to retire under the selected retirement option.

The entire cost to fund this early retirement at age 50 with 20 years of Vesting Service is to be paid by all personnel of the police and fire departments (or Former Police and Fire Personnel). To be eligible for this early retirement option, each

Participant who is police and fire personnel (or Former Police and Fire Personnel) will have to make the applicable contribution of four and one-tenth percent (4.1%) of Compensation as described in Section 3.2 for a minimum of five (5) years the prior to such Participant's retirement.

- 6.3 Late Retirement: A Participant's benefit payable upon late retirement shall be calculated by the formula for computing the Normal Retirement Benefit as described in Section 6.1 hereof, using years of Benefit Accrual Service as of his Termination of Employment and the greater of the following for Average Monthly Compensation:
- (a) The Participant's Average Monthly compensation as of his Normal Retirement Date; or
 - (b) The Participant's Average Monthly compensation as of his Termination of Employment.
- 6.4 Vested Termination of Employment Prior to Retirement: A terminated Participant with a deferred vested benefit may elect to receive his vested benefit as provided below.
- (a) To receive, in one lump sum, an amount equal to his total Participant contributions without interest. In such event, the Participant's Accrued Benefit shall be canceled. If a Participant electing to receive his Participant contributions in a lump sum subsequently returns to the service of the Employer and does not exercise his option to return contributions as provided in Section 7.6, he shall be deemed a new Employee. If such a Participant subsequently returns to service with the Employer and exercises his option to return contributions as provided in Section 7.6, he shall be deemed a Participant upon the date of his rehire.
 - (b) To leave his Participant contributions in the Fund and retain 100% of his Accrued Benefit. If a Participant elects to leave his contributions in the Fund under this Section 6.4(b), then his Accrued Benefit will be payable as of his Normal Retirement Date. However, such Participant may elect to receive a reduced benefit on the first day of any month coincident with or following his Early Retirement Date (or the date which would have been his Early Retirement Date and he remained an active Participant). In that case, the Participant's benefit shall be the Actuarial Equivalent of his Accrued Benefit reduced for the number of years and months the benefit commencement date precedes age 65.
 - (c) Notwithstanding any provision of the Plan to the contrary, a Participant who is police and fire personnel (or Former Police and Fire Personnel) with a minimum of 20 years of Vesting Service may elect to leave his Participant contributions in the Fund and retain 100% of his Accrued Benefit. Such Participant may elect to receive a monthly annuity equal to his Accrued Benefit (unreduced) on the first day of any month coincident with or following the date he reaches age 50.
- 6.5 Disability Retirement: A Participant's Disability Retirement Benefit is a monthly benefit payable upon his Disability Retirement Date equal to the Normal Retirement Benefit under Section 6.1, with payment commencing upon his Disability Retirement Date.

6.6 Special Retirement Benefits: The Pension Committee may, from time to time with approval of the City Council, offer benefit enhancements, or the opportunity to retire under specified terms and conditions to an Employee or group of Employees. Any special retirement benefit granted including any temporarily benefit increase associated with any such retirement benefit, must be 100% funded as of the date the benefit is granted by the City Council. Plan surpluses may not be used in any manner to grant or fund special retirement benefit.

6.7 Qualified Military Service.

- (a) In the case of a Participant who dies while performing Qualified Military Service (as defined in Code §414(u)), the survivor of the Participant is entitled to any additional survivor benefits (other than benefit accruals relating to the period of Qualified Military Service) provided under the Plan as though the Participant resumed employment and then terminated on account of death.
- (b) In the case of a Participant who becomes disabled (as defined in Section 1.2(k)) or dies while performing Qualified Military Service (as defined in Code §414(u)), the Participant shall be treated for purposes of benefit accruals under the Plan during the period of Qualified Military Service as if the Participant had remained employed by the Employer and then terminated employment due to disability or death.
- (c) In the case of an individual who receives differential pay from the Employer:
 - (i) such individual will be treated as an Employee of the Employer making the payment; and
 - (ii) the differential pay shall be treated as wages and will be included in calculating the Employee's Compensation under the Plan.

If all Employees performing service in the Uniformed Services are entitled to receive differential pay on reasonably equivalent terms and are eligible to make contributions based on the payments on reasonably equivalent terms, the Plan shall not be treated as failing to meet the requirements of any provision described in Code §414(u)(1)(c) by reason of any benefit based on differential pay. However, for purposes of applying this Item, the provisions of Code §410(b)(3), (4) and (5) shall be taken into account.

For purposes of this Section 6.7, "differential pay" means any payment which is made by an Employer to an individual while the individual is performing service in the uniformed services while on active duty for a period of more than 30 days, and represents all or a portion of the wages the individual would have received from the Employer if the individual were performing services for the Employer. In applying the provisions of this Section, "uniformed services" are services as described in Code §3401(h)(2)(A).

ARTICLE VII

Forms of Payment

Section 7.1	Normal Form of Payment
Section 7.2	Optional Forms of Payment
Section 7.3	Conditions Relative to the Form of Payment
Section 7.4	Distribution Limitations
Section 7.5	Reemployment of a Retired Participant
Section 7.6	Reemployment of a Terminated Participant Without Contributions in the Fund

- 7.1 Normal Form of Payment: The normal form of payment for benefits under the Plan shall be a modified cash refund annuity, payable in monthly installments ending with the last monthly payment before the Participant's death. Under this annuity form, a lump sum amount is paid to the Beneficiary upon the death of the Participant equal to the amount, if any, by which the balance of the Participant contributions, with interest accrued until the date that payments commenced (accrued at a rate of 4% per annum), exceeds the sum of the annuity payments made to the Participant prior to his death. Interest will be credited as follows: contributions made during each completed calendar year will get one half a year of simple interest; accumulated contributions at the beginning of the year will be credited with a full year of interest; and accumulated contributions during the year of Termination of retirement, retirement or death will get one half a year of interest if the termination is in the first half of the year and a full year of interest if the termination is in the second half of the year.
- 7.2 Optional Forms of Payment: In lieu of the normal form of payment as described in Section 7.1, a Participant may elect to receive his benefit under one of the following optional forms of payment which are the Actuarial Equivalent of the benefit payable under the normal form of payment.
- (a) 20 Years Certain and Life Annuity: A benefit payable for the Participant's life provided that a combined minimum of 240 monthly payments will be made to the Participant and his Beneficiary.
 - (b) Ten Years Certain and Life Annuity: A benefit payable for the Participant's life provided that a combined minimum of 120 monthly payments will be made to the Participant and his Beneficiary.
 - (c) Five Years Certain and Life Annuity: A benefit payable for the Participant's life provided that a combined minimum of 60 monthly payments will be made to the Participant and his Beneficiary.
 - (d) Joint and 100% Survivor Annuity: A benefit payable during the Participant's life and, after his death, payable during the life of, and to, the Beneficiary named by him when he elected the option.

- (e) Joint and 75% Survivor Annuity: A benefit payable during the Participant's life and, after his death, payable at 3/4 the rate paid to him during the life of, and to, the Beneficiary Named by him when he elected the option.
- (f) Joint and 50% Survivor Annuity: A benefit payable during the Participant's lifetime and, after his death, payable at 1/2 the rate paid to him during the life of, and to, the Beneficiary named by him when he elected the option.

7.3 Conditions Relative to the Form of Payment:

- (a) Restrictions on Optional Forms of Payment:
 - (i) An optional form of payment may not be chosen if it provides monthly payments to the Beneficiary which will exceed the monthly payments to the Participant or if it provides monthly payments to the Beneficiary, other than the Participant's spouse, where the Actuarial Equivalent of the payments expected to be made to the Participant is less than 50% of the Actuarial Equivalent of the total payments expected to be made under such optional form. These payments will end with the last monthly payments preceding the death of the Beneficiary.
 - (ii) Upon the later of the death of the Participant and the death of the Beneficiary, a lump sum amount is paid equal to the amount, if any, by which the balance of the Participant contributions, with accrued interest (accrued at a rate of 4% per annum), exceeds the sum of the annuity payments made to the Participant and the Beneficiary.
- (b) Electing an Optional Form of Payment: A Participant may elect any one of the optional forms of payment described in Section 7.2 subject to the following:
 - (i) The Participant must file a written notice specifying the form to be elected and naming his Beneficiary, where applicable; and
 - (ii) Such notice must be filed at least 180 days before the Participant's retirement date or 180 days after such Participant receives written notice of the available election, if later.
- (c) Change in Election: A Participant may elect to change the form of payment, the designated Beneficiary or the amount payable to the Beneficiary by filing written notice of such change with the Plan Administrator at least 90 days prior to his retirement date or 90 days after such Participant receives written notice of the available elections, if later. The Plan Administrator may require that the Participant's spouse co-sign any election made by the Participant.
- (d) Death: If a Participant shall have elected an optional form of retirement income; and

- (i) If the Beneficiary shall die and the Participant shall notify the Plan Administrator of the death before the start of Participant's retirement income payments, the election shall be void.
- (ii) If the Beneficiary shall die after commencement of an optional form of payment but before the death of the retired Participant, such Participant shall continue to receive the income payable to that Participant in accordance with such election.
- (iii) If the Participant dies before the date the election of the option becomes effective, the election shall be void.
- (iv) Death benefits will be paid in accordance with Article VIII.

7.4 Distribution Limitation: Notwithstanding any other provision of this Plan, all distributions from this Plan shall conform to the regulations issued under Code §401(a)(9), applicable to Governmental Plans, as defined in Code §414(d), including the incidental death benefit provisions of Code §401(a)(9)(G). Further, such regulations shall override any plan provision that is inconsistent with Code § 401(a)(9).

7.5 Reemployment of a Retired Participant:

- (a) Benefits Cease: The retirement benefit payable from the Plan to any retired Participant shall cease as of the first date of reemployment, if such Participant is reemployed as an Employee. Retirement benefits shall resume as of the first day of the month following Termination of Employment. Such cessation or suspension of retirement benefit payable shall not affect the payment of retirement benefits after the death of a reemployed Participant under any optional form of payment which shall at that time be in effect.
- (b) Contribution Resume: Upon the reemployment of a retired Participant as an Employee, he shall be required to make Participant contributions toward a retirement benefit in accordance with the provisions of Section 3.2 hereof.
- (c) Benefits Redetermined: The amount of the retirement benefit to be paid upon the subsequent Termination of Employment of a Participant described in Section 7.5(a) shall be redetermined on the basis of the increased service, Age, and contributions. The Plan's formula for computing a retirement benefit in effect at the time of each Termination of Employment shall apply to determine each portion of the Participant's retirement benefit attributable to years of Benefit Accrual Service earned since the preceding Termination of Employment. In any case where the payment of a retirement benefit which was reduced on account of early retirement is suspended on account of reemployment, the amount of the retirement benefit to be paid on subsequent Termination of Employment shall also be determined so that the amount of reduction made for early retirement on the previous retirement date will be adjusted to reflect the duration of the period for which the benefit is suspended.

(d) Part Time or Consultant Employment: If a Retired Participant is paid by the Employer in any fashion (including as a consultant) excluding severance, said Monthly Retirement Benefit shall be suspended as of the date of his return to service. For the purposes of this Subsection (d), a “return to service” occurs at the earlier of when a Retired Participant has received compensation of any sort for a period of six months or has been compensated in excess of 1,040 hours. The Retirement Benefit will then recommence the first of the month coincident with or following the termination of compensation.

7.6 Reemployment of a Terminated Participant Without Contributions in the Fund: If a Participant terminates employment with any Benefit Accrual Service, receives a lump sum distribution of his employee contributions without interest and later returns to service as an Employee of the Employer, then the Participant may repay the contributions, subject to the following in order to receive credit for prior service.

- (a) The period of time between the Participant’s termination of employment and his rehire is less than or equal to five years.
- (b) The individual must repay his total Participant contributions with interest at the rate of 5% per year, compounded annually from the date the distribution was made from the Plan until the date of repayment.
- (c) The individual must repay his total Participant contributions with interest within 12 months following his re-employment.

ARTICLE VIII

Death Benefits

- Section 8.1 Death Benefit While an Active Participant
- Section 8.2 Death Benefit after Termination of Employment
- Section 8.3 Designation of Beneficiary

- 8.1 Death Benefit While an Active Participant: If a Participant dies while an Employee, the Plan pays the death benefit explained below.
- (a) If the Participant was married at the time of their death and had completed ten years of Vesting Service, then the surviving spouse can elect one of the following benefits.
 - (i) If the Participant has met the requirements of Normal Retirement or unreduced Early Retirement under this Plan, (unreduced Early Retirement is for Police and Fire age 50 with a minimum of 20 years of service; age 55 with minimum of 25 years of service; or age 65 with a minimum of 10 years of service), the Plan pays the spouse a monthly annuity calculated at 100% spousal formula rate as in the living benefit. The benefit shall begin on the first of the month following the date of the Participant's death, with the provision that upon the death of the spouse, a lump sum is paid to the spouse's beneficiary equal to the amount, if any, by which the balance of the Participant contributions, with interest accrued to the date of death of the Participant at the rate of 4% per annum, exceeds the sum of the annuity payments previously made to the spouse.
 - (ii) If the Participant has not met the requirements of Normal Retirement under this Plan, a monthly annuity equal to 50% of the Participant's Accrued Benefit as of the date of the Participant's death payable to the spouse. The benefit shall begin on the first of the month coincident with or next following the later of the date the Participant would have reached age 55, with the provision that upon the death of the spouse, a lump sum is paid to the spouse's beneficiary equal to the amount, if any, by which the balance of the Participant contributions, with interest accrued to the date of death of the Participant at the rate of 4% per annum, exceeds the sum of the annuity payments previously made to the spouse.
 - (iii) A lump sum payment equal to the Participant contributions made by the Participant plus interest accrued until the date of the Participant's death at the rate of 4% per annum.
 - (b) If the Participant's death occurs where a benefit is not payable under Subsection (a), the Participant's Beneficiary shall receive a lump sum payment equal to the Participant contributions made by the Participant plus interest accrued until the date of Participant's death at the rate of 4% per annum.

- 8.2 Death Benefit After Termination of Employment: If the Participant's death occurs after Termination of Employment but before benefit payments have begun, the Participant's Beneficiary shall receive a lump sum payment equal to the Participant contributions made by the Participant, plus interest accrued until the date of the Participant's death at the rate of 4% per annum.

If the Participant's death occurs after benefit payments have begun, the death benefit will be determined by the form of payment option in effect at the time of death.

- 8.3 Designation of Beneficiary: There is no requirement to designate a beneficiary prior to retirement. The Beneficiary is the Participant's spouse, if any. If there is no spouse any guaranteed payments which otherwise would be paid to a Beneficiary upon the death of the Participant will be discounted and paid in one sum to the executors or administrators of the Participant's estate. At retirement a participant may designate a Beneficiary other than their spouse only if electing a Period Certain benefit.

ARTICLE IX

Maximum Benefits

The maximum annual benefit payable to a Participant under the Plan shall be subject to the limitations set forth in Code §415 and any regulations issued thereunder. If for any year the foregoing plan limitation would be exceeded, the benefit provided under this Plan shall be reduced to the extent necessary to meet applicable limitations for the limitation year. For these purposes, the term “limitation year” is the calendar year, and any change to the limitation year must be accomplished through an amendment which designates a new 12-month limitation year that begins during the limitation year begin amended.

ARTICLE X

Administration of Plan

Section 10.1 Pension Committee

Section 10.2 Powers and Duties of Pension Committee

10.1 Pension Committee:

- (a) The general administration of the Plan and the responsibility for carrying out the provisions of this division are hereby vested in a Pension Committee. The Pension Committee (or Committee) shall be composed of five members, three of whom shall be participating Employees whom shall be elected as follows: one from the Police and Fire Departments; one from the Gas, Electric and Water and Sewer Departments; and one) from the Community Development, Public Works, City Clerk, Garage, Parks and Recreation, Finance, and Administration Departments. The elected participating Employees shall serve six-year staggered terms or until their successors are elected. The other two members shall be the City manager and the City finance director whose terms shall be equivalent to their employment in those capacities. The Pension Committee for this Plan shall be identical to the Pension Committee for The City of Cartersville Pension Plan. An election for membership by the Committee will be held on the Tuesday after the first Monday in November of every year for one Committee member.
- (b) The Pension Committee shall elect a chairman from among its members. The Pension Committee shall also appoint a secretary who shall keep all records of its meetings and actions and execute in behalf of the Committee any paper or instrument when so required by the Pension Committee.
- (c) The members of the Pension Committee shall serve without pay but shall be entitled to reimbursement for all reasonable and necessary disbursements made or expenses incurred by them in the performance of their duties. The Pension Committee may be authorized to compensate the secretary in an amount approved by the mayor and City Council.
- (d) No member shall be personally liable by virtue of any contract, agreement, bond or other instrument or undertaking made or executed by him as a member of the Pension Committee, nor for honest mistakes of judgment, nor for any loss unless resulting from his own willful misconduct; and no member shall be liable for the act of neglect, omission or wrongdoing of any other member, or for those agents or counsel of the Pension Committee.
- (e) The City shall hold the Pension Committee harmless from and shall indemnify the members for the consequences of their acts or omissions and conduct in their official capacity, including the cost of litigation and counsel fees, except for such act, omissions or conduct for which such member is liable under Subsection (d).
- (f) Meetings of the Pension Committee shall be held at such times and places as the majority of the members shall from time to time determine. A majority of the

membership shall constitute a quorum, and all decisions, acts and resolutions of the Pension Committee shall be by an affirmative vote of at least three members.

- (g) When a vacancy occurs or exists on the Committee, the remaining members, provided that they are not less than three, are authorized to perform all functions of the Pension Committee. However, vacancies on the Pension Committee shall be filled as expeditiously as possible.
- (h) The City attorney or other attorney engaged by the Pension Committee is the legal advisor to the Pension Committee.

10.2 Powers and Duties of Pension Committee:

- (a) The Pension Committee shall have the duties expressly provided or implied under the provisions of this division, and in addition thereto, the following to:
 - (i) Holding meetings upon, notice, as may from time to time be required;
 - (ii) Maintain adequate age, service and salary records on all Employees participating in the plan and any other related data that may be necessary in the administration of the Plan and in the effective operation thereof, such data to be furnished to the Committee by the City;
 - (iii) Pass upon applications for benefits, verify the qualifications of the applicants for benefits, and authorize the payment of benefits by the trustee;
 - (iv) Keep a detailed record of all benefit payments and other expenditures made pursuant to the provisions of the Plan to the persons qualifying for such payments, to ensure all financial transactions are properly accounted for;
 - (v) Make and enforce uniform nondiscriminatory rules and regulations for the efficient administration of the Plan and resolve any questions or interpretations that may arise in connection with the Plan; and
 - (vi) Employ actuarial, legal and other technical assistance necessary during the operation of the Plan in connection with the determination of cost and liabilities and to ensure the Plan retains its tax qualified status.
- (b) The Pension Committee shall pay the expenses for technical assistance as provided in Subsection (a)(6) and for expenses for the Fund established in Section 11.1, but in no case may the funds be diverted from investments for any use other than the Plan.
- (c) The Pension Committee shall establish any necessary rules and procedures for the administration of the Plan and the conduct of their meetings as they deem advisable. The decisions and rules of a majority shall be final and binding on all parties and shall not be subject to appeal.

- (d) The Pension Committee shall annually or as often as requested transmit to the City and the members a report showing the financial condition of the Plan.

ARTICLE XI

Administration of the Trust Fund

Section 11.1 Establishment of Employee Fund

Section 11.2 Investment of Trust Fund

11.1 Establishment of Employee Fund: The Pension Committee shall maintain a Fund into which the contributions of each Participant and of the employer shall be paid, which Fund shall comprise a trust fund held for and in behalf of all Participants and beneficiaries thereof. The Pension Committee shall designate a custodian to hold the Fund as the assets of the Plan by entering into a custodial agreement with the entity designated.

11.2 Investment of Trust Fund:

(a) By the Pension Committee: All contributions made to the Fund pursuant to this Plan shall be paid to the custodian and, except as herein otherwise provided, shall be held, invested and reinvested without distinction between principal and income, in such securities or in such other property, real or personal, wherever situated, as the Pension Committee shall deem advisable, according to the Investment Policy Statement for the Plan established by the Committee. Such investment may include, but are not limited to, real property, shares of stock, common or preferred, whether or not listed on any exchange, mutual investment funds, bonds and mortgages, and other evidences of indebtedness or ownership. The custodian shall hold and retain all the property and assets of the Fund, including income from investments and from all other sources, for the exclusive benefit of the Participants and their beneficiaries, as provided herein, and for paying the costs and expenses of administering the Plan and Fund, to the extent that the same are not paid by the Employer.

(b) By Investment Manager: The Pension Committee may enter into one or more agreements for the appointment of one or more Investment Managers to supervise and direct the investment and reinvestment of a portion or all of the Fund in accordance with the provisions of this Plan and Subsection (a) in the same manner and with the same powers, duties, obligations, responsibilities and limitations as apply to the Pension Committee. As a condition to its appointment, an Investment Manager shall acknowledge in writing that it is a fiduciary with respect to the Fund. An Investment Manager so appointed shall be an Investment Advisor registered pursuant to the Investment Advisor's Act of 1940, a bank as defined in such Act or an insurance company which is qualified to manage the assets of employee benefit plans pursuant to the laws of more than one state. The custodian shall be bound by the supervision and direction of the Investment Manager, unless and until the Pension Committee amends or revokes the appointment or authority of the Investment Manager. An Investment Manager shall have sole investment responsibility for that portion of the Fund which it has been appointed to manage. An Investment Manager shall receive such reasonable compensation chargeable against the Fund as shall be agreed upon by the Pension Committee. The Pension Committee may revoke an agreement with the Investment Manager at any time by

30 days' written notice to the Investment Manager. Any Investment Manager may resign by 30 day's written notice to the Pension Committee.

ARTICLE XII

Modification or Discontinuance of the Plan

Section 12.1 Right to Amend or Terminate

Section 12.2 Frozen Plan

Section 12.3 Residual Amounts

- 12.1 Right to Amend or Terminate: The City of Cartersville expects and intends to maintain the Plan in force indefinitely, but necessarily reserves the right to modify, discontinue or terminate the Plan at any time in any manner it deems appropriate.
- 12.2 Frozen Plan: In the event benefit accruals under the Plan is frozen, only Benefit Accrual Service, and not Compensation, may be frozen. In addition, freezing the Plan will eliminate the contribution requirements of Sections 3.1 and 3.2.
- 12.3 Residual Amounts: In no event shall the Employer receive any amounts from the Plan's trust fund or custodial account upon termination of the Plan, except that, and notwithstanding any other provision of the Plan, the Employer may receive such amounts, if any, as may remain after the satisfaction of all liabilities of the Plan.

ARTICLE XIII

Miscellaneous

Section 13.1	Misstatement in Application for Retirement Benefit
Section 13.2	Missing Persons
Section 13.3	Non-Alienation of Benefits Exceptions
Section 13.4	Plan Not a Contract of Employment
Section 13.5	Payment to Minors and Incompetents
Section 13.6	Additional Participating Employers
Section 13.7	Initial Qualification

- 13.1 Misstatement in Application for Retirement Benefit: Upon discovering that an Employee or Participant has provided any incorrect information to the Pension Committee or has omitted to provide needed information to the Pension Committee, his contributions and retirement benefit shall be adjusted on the basis of the correct facts as the Pension Committee directs. The amount of any previous underpayments or overpayments to such Participant shall be adjusted by said Participant's succeeding payments.
- 13.2 Missing Persons: If the Pension Committee is unable to pay any benefit from the Fund because the identity or whereabouts of a Participant or Beneficiary cannot be ascertained, the Pension Committee may direct that such benefit and all further benefits with respect to such person shall be suspended until such person is located.
- 13.3 Non-Alienation of Benefits Exceptions: No benefits which shall be payable under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, garnishment, encumbrance or charge, including without limitation any domestic relations order.
- 13.4 Plan Not a Contract of Employment: This Plan shall not be deemed to constitute a contract of employment. This Plan has no effect on a person's right to become an Employee. This Plan has no effect on an Employee's rights, duties or obligations related to his status as an Employee.
- 13.5 Payment to Minors and Incompetents: If a person who is entitled to any payment through this Plan is a minor or is incompetent, the Pension Committee shall direct said payments to be paid to the legal representative of the estate of the minor or incompetent person.
- 13.6 Additional Participating Employers:
- (a) If any entity is now or becomes associated with the Employer, the Pension Committee may include the employees of that entity in the membership of the Plan. In that event, the Pension Committee shall determine to what extent, if any, credit and benefits shall be granted for previous service with the entity, but subject to the continued qualification of the trust for the Plan as tax-exempt under the Code.

- (b) Any entity associated with the Employer may terminate its participation in the Plan upon appropriate action by it, in which event the funds of the Plan held on account of Participants in the employ of that entity shall be held as part of the Fund.

13.7 Initial Qualification. If the Plan and the related trust fail to receive the initial approval of the Internal Revenue Service as a qualified plan and trust, within one (1) year after the date of denial of qualification:

- (a) the contribution of the Employer after payment of all expenses will be returned to the Employer free of the Plan and trust;
- (b) contributions made by a Participant shall be returned to the Participant who made the contributions; and
- (c) the Plan and related trust shall thereupon terminate.

IN WITNESS WHEREOF, the City of Cartersville has executed this amended and restated Plan on the _____ day of August, 2023, effective as of July 1, 2023.

CITY OF CARTERSVILLE

Attest: _____
Julia Drake
City Clerk

By: _____
Matthew J. Santini
Mayor

THE CITY OF CARTERSVILLE PENSION PLAN

**Effective January 1, 1967
Amended and Restated as of July 1, 2023**

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ARTICLE 1

General

Section 1.1	Introduction
Section 1.2	Definitions
Section 1.3	Construction

1.1 **Introduction:** The City of Cartersville, Georgia, a municipal corporation, adopted an ordinance to provide a pension and retirement system for eligible Employees of the City and related governmental entities effective January 1, 1967, which has been amended from time to time. This restatement of the City of Cartersville Pension Plan is effective July 1, 2023.

All rights and benefits of an Employee whose Termination of Employment, as herein defined, occurred prior to July 1, 2023, shall be determined solely by the provisions in effect at the time of that Termination of Employment unless otherwise specifically provided herein.

1.2 **Definitions:** Where following words and phrases appear in this document, they shall have the meanings stated below:

(a) **Accrued Benefit:** Accrued Benefit means, on any date of determination, the Normal Retirement Benefit computed under Section 6.1 on the basis of the Participant’s Average Monthly Compensation and the number of years of Benefit Accrual Service as of that date.

The Accrued Benefit is expressed as a monthly benefit payable at Normal Retirement Date.

(b) **Actuarial Equivalent:** The equivalent value as determined on the basis of an interest rate of seven percent (7%) per annum compounded annually, and a mortality table for Participants constructed by using 1983 Group Annuity Mortality Table. For purposes of determining the present value of an Accrued Benefit or any distribution from the Plan on and after October 1, 2017, Actuarial Equivalent shall mean the actuarially equivalent value as determined on the basis of a discount rate of seven percent (7%) per annum compounded annually and the unisex mortality table promulgated by the Secretary of the Treasury for purposes of determining lump sum distributions as of the annuity starting date pursuant to Section 417(e)(3) of the Internal Revenue Code.

(c) **Age:** The actual attained age of a Participant as of any applicable date.

(d) **Average Monthly Compensation:** The average monthly Compensation received by a Participant during the last 36 consecutive months or highest 3 years out of the last 10 years prior to his Termination of Employment affording the highest such average. In the event a Participant is on a Leave of Absence (except for military leave), that period will not be included in the averaging period.

- (e) Beneficiary: A individual or legal entity designated to receive payments or any death benefit arising under this Plan upon the death of a Participant or Beneficiary as provided in Article VIII.
- (f) Benefit Accrual Service: As defined in Article V.
- (g) Compensation: For calendar years starting on or after January 1, 2006, "Compensation" shall mean the base compensation paid to a Participant by the Employer, as reflected in the Employer's payroll records, and Earnings shall also include compensation deferred pursuant to Code Sections 401(k), 403(b) or 457, compensation redirected pursuant to Code Section 125 or 132(f)(4), and contributions picked-up under Code Section 414(h). Total Compensation will not exceed base compensation that would have been paid to the Participant by the Employer if there had been none of the above deductions (401(k), 403(b), Code Sections 124, 132(f)(4), or 414(h)).

Notwithstanding anything in this Section to the contrary, a Participant's Compensation for any Plan Year will not exceed the limitation set forth in Code Section 401(a)(17) in effect for that Plan Year. For Plan Years beginning on or after January 1, 1994 and before January 1, 2002, the Compensation of each Participant taken into account under the Plan shall not exceed \$150,000, as adjusted for cost of living increases under Code Section 401(a)(17)(B). For Plan Years beginning on or after January 1, 2002, the Compensation of each Participant taken into account under the Plan shall not exceed \$200,000, as adjusted for cost of living increases under Code Section 401(a)(17)(B). If a Plan Year consists of fewer than 12 months, the Code Section 401(a)(17) limitation will be multiplied by a fraction, the numerator of which is the number of months in that Plan Year, and the denominator of which is 12. The cost of living adjustment in effect for a calendar year applies to determine Compensation for the Plan Year that begins with or within the calendar year

- (h) Disability Retirement: A physical or mental condition which totally and presumably permanently prevents a Participant from engaging in any substantially gainful employment and which entitles the Participant to receipt of a Social Security Disability Insurance Benefit under the Social Security Act; provided, however, if a Participant is not covered by Social Security, either through the Employer or through any other employer, the Pension Board shall determine the Participant's Disability in accordance with the provisions of the following:
 - (1) Whenever such a Participant not covered by Social Security files an application for a Disability Retirement Pension with the Pension Board, the Participant shall submit therewith a signed certificate from a licensed practicing physician of Georgia certifying to the Disability of such Participant. Promptly thereafter the Pension Board shall order the Participant to be examined by a physician to be named by the Board who likewise shall certify the physical ability or disability of the Participant. The Pension Board shall pay for the fees and expenses of such physician. In the event the certificates of the respective physicians generally agree upon Disability, such facts shall be conclusive as to the physical condition of the

Participant and the Pension Board shall grant a Disability Retirement Pension in accordance with Section 4.4 of the Plan. In the event the certificates of the aforesaid physicians disagree as to whether the Participant is disabled, then under these circumstances that question shall be submitted to a third physician selected by the Pension Board. The medical opinion of the third physician, after examination of the Participant and consultation with the other two physicians, shall decide such question. The Participant and the Pension Board shall share the fees and expenses of the third physician equally.

- (2) Notwithstanding any other provision of this Section, no Participant shall qualify for a Disability Retirement Pension if the Pension Board determines that the Participant's Disability results from (i) self-addiction to alcohol or narcotics, (ii) an injury suffered while engaged in a felonious or criminal act or enterprise or (iii) service in the Armed Forces of the United States which entitles the Participant to a veteran's disability pension; but this provision shall not prevent the Participant from qualifying for a Pension under another provision of the plan.
 - (3) The Pension Board may adopt such rules as it deems necessary to administer the provisions of this Section and such rules shall be applied uniformly and consistently to all Participants in similar circumstances.
- (i) Early Retirement Date: The first day of any month on or following the earlier of a Participants' fifty-fifth (55) birthday and after ten (10) years of Vesting Service or 10 years prior to their first Eligibility for an Unreduced Retirement Benefit but not prior to age 50.
 - (j) Effective Date: The original Effective Date of this plan which is January 1, 1967. This restatement of the Plan is effective as of July 1, 2023.
 - (k) Employee: Any person who is employed by the Employer on a regular full-time basis with an employment type "regular full time" in the city's payroll system or the equivalent classification in any successor payroll system.
 - (l) Employer: The City of Cartersville.
 - (m) Fund: The total of all deposits credited to the Plan increased by any amounts added or credited to the Fund and decreased by any amounts withdrawn from or charged against the Fund.
 - (n) Normal Retirement Benefit: The amount of monthly retirement benefit described in Article VI which a Participant is eligible to receive from this Plan if the Participant continues as an Employee until Normal Retirement Date.
 - (o) Normal Retirement Date: The first day of the month on or immediately following a Participant's sixth-fifth (65) birthday with ten (10) years of Vesting Service.

- (p) Participant: An Employee who meets the requirements of Article II with the exception that the City Manager may choose whether or not to be a Participant.
- (q) Plan: The City of Cartersville Pension Plan.
- (r) Plan Administrator: The Employer.
- (s) Plan Year: The twelve-consecutive-month period for maintaining records for this Plan beginning each July 1 and ending each June 30.
- (t) Retirement Board: As defined in Article X.
- (u) Termination of Employment: The retirement, resignation or other voluntary or involuntary cessation of an Employee's employment with the Employer.
- (v) Vesting Service: As defined in Article V.

1.3 Construction: Whenever herein used, the masculine gender shall include the feminine gender and, if applicable, the singular shall include the plural. The words "hereof", "herein", "hereunder" or any other compounding of the word "here" shall mean and refer to the entire Plan rather than to any particular provision or section of this Title, unless specifically delineated as such.

ARTICLE II

Participation

Section 2.1	Commencement of Participation
Section 2.2	Termination of Participation
Section 2.3	Reinstatement of Participation
Section 2.4	Leave of Absence
Section 2.5	No New Participants
Section 2.6	Rehired Employees

2.1 Commencement of Participation: Each Employee who is hired prior to January 1, 2017, shall become a Participant in the Plan on the first day of the month coinciding with or next following the date on which he shall have:

- (a) completed six (6) consecutive months of employment with the Employer; and
- (b) attained eighteen (18) years of age.

Prior to September 1, 2001 the following requirements applied. Each Employee became become a Participant in the Plan on the first day of the month coinciding with or next following the date on which he shall have:

- (a) completed one year of employment with the Employer; and
- (b) attained twenty one (21) years of age.

Employment is deemed to have begun on the first day of the month if the employee commenced working on or before the first non-holiday weekday of the month as indicated by the employment policy of the Employer.

2.2 Termination of Participation: A Participant shall cease to be a contributing Participant hereunder on the day of his Termination of Employment. A person's participation in the Plan shall end when he or she is no longer employed by the Employer if he or she is not entitled to either an immediate or deferred retirement benefit under the Plan.

2.3 Reinstatement of Participation: An Employee who ceases to be a contributing Participant according to Section 2.2 hereof and who subsequently returns to employment as an Employee shall be reinstated as a Participant and shall resume Participant contributions:

- (a) immediately following such return as an Employee if he left his Participant contributions in the Fund upon his Termination of Employment, or
- (b) immediately following such return as an Employee if he received his Participant contributions in the Fund upon his Termination of Employment. An Employee who received a lump sum upon termination has 12 months to return his lump sum with interest compounded at five percent (5%) or his Credited Service will not include the period of prior employment.

- 2.4 Leave of Absence: Except to the extent otherwise required by law, a Participant shall not be credited with service for Vesting Service or Benefit Accrual Service during any period of an authorized or unauthorized leave of absence without pay, or disciplinary suspension without pay. Notwithstanding the foregoing, in the case of a leave of absence due to service in the Armed Forces of the United States, the Employee must return to active employment with the Employer within the periods prescribed under the re-employment provisions of Title 38, Chapter 43, of the United States Code. Within five (5) years of the Employee's return to active employment from a leave of absence due to military service, the Employee may contribute the Participant contributions that were not made during his leave of absence in order to receive credit for Vesting Service and Benefit Accrual Service while on leave.

- 2.5 No New Participants: Notwithstanding any other provision of the Plan to the contrary, any Employee who is hired on or after January 1, 2017, shall not become a Participant in the Plan, and shall be eligible to participate in The City of Cartersville 2017 Pension Plan. Further, no Participant who resumes employment on or after January 1, 2017, shall resume participation in the Plan.

- 2.6 Rehired Employees: Notwithstanding any other provision of the Plan to the contrary, any former Employee who is rehired on or after January 1, 2017, shall not be eligible to reenter the Plan, and shall be eligible to participate in The City of Cartersville 2017 Pension Plan. For benefit accrual purposes in the Plan, a rehired Participant's benefit is frozen, and his or her Compensation is frozen as of his or her date of termination. However, vesting on and after the date of rehire will be applied in determining the rehired Participant's vested benefit and eligibility for distribution options under the Plan.

ARTICLE III

Contributions

- Section 3.1 Contributions by the Employer
- Section 3.2 Contributions by Participants
- Section 3.3 Return of Contributions
- Section 3.4 Direct Rollover of Certain Contributions

3.1 Contributions by the Employer: The Employer shall make contributions to the Fund in such amounts and at such times as shall be necessary to provide the benefits set forth herein and in accordance with the provisions of any law applicable to the Plan. Subject to the provisions of Section 3.3 hereof, all contributions made by the Employer to the Fund shall be used to reduce future Employer contributions and shall be used solely for the exclusive benefit of Participants and their Beneficiaries and to defray reasonable expenses of the Plan or Fund. Forfeitures arising because of death or Termination of Employment before a Participant becomes eligible for a benefit from the Plan or arising for any other reason shall be applied to reduce the cost of the Plan, not to increase the benefits otherwise payable to Participants. Employer contributions shall be deposited in the Fund in such amounts as the Retirement Board in conjunction with the annual actuarial examination shall determine necessary to keep the Fund actuarially sound, subject to the appropriation of funds by the Employer.

3.2 Contributions by Participants: As a condition of employment, each Participant (other than current or former police and fire personnel as described below) shall be required to contribute toward the cost of the Plan in an amount equal to three and one-tenth percent (3.1%) of the Participant’s Compensation. Notwithstanding the foregoing, as a condition of employment, each Participant who is police and fire personnel or who is former police and fire personnel that transferred to another City department (hereinafter referred to as “Former Police and Fire Personnel”) shall be required to contribute toward the cost of the Plan in an amount equal to four and one-tenth percent (4.1%) of such Participant’s Compensation for each Plan Year.

- (a) Voluntary contributions are not permitted.
- (b) The contributions of each Participant shall be deducted from the Participant’s pay and deposited in the Fund.
- (c) A Participant will not be permitted to withdraw his contributions prior to actual Termination of Employment.
- (d) Effective June 20, 1985, Participant contributions are “picked up” by the Employer as described in Code Section 414(h)(2) and will be treated as being paid by the Employer in determining tax treatment.

3.3 Return of Contributions: The Retirement Board shall return to the contributing Employer or Participant a contribution made by the Employer or Participant due to mistake of fact if the Retirement Board determines that such mistake existed at the time of the contribution and the contribution is returned within twelve (12) months of the date it was made.

3.4 Direct Rollover of Certain Distributions:

(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. The following definitions shall apply to this Section:

(1) An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (A) 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; (B) any distribution to the extent such distribution is required under Code Section 401(a)(9); or (C) the portion of any distribution that is not includable in gross income. A Distributee may not elect a direct rollover with respect to an Eligible Rollover Distribution during the Plan Year that is less than \$200. If the Distributee elects to have only a portion of an Eligible Rollover Distribution paid to an Eligible Retirement Plan, that portion must be equal to at least \$500. A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions, which are not includable in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code Section 408(a) or (b) or to a qualified trust described in Code Section 401(a) or to an annuity contract described in Code Section 403(b) that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution that is includable in gross income and the portion that is not.

(2) An "Eligible Retirement Plan" is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b) (other than an endowment contract), an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), an annuity contract described in Code Section 403(b) that accepts the Distributee's Eligible Rollover Distribution, an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision, or agency or instrumentality of a state and which agrees to separately account for amounts transferred to such plan from this Plan, and, to the extent permitted and in accordance with the rules applicable under Code Section 408A, a Roth individual retirement account described in Code Section 408A.

(3) A "Distributee" includes an Employee or former Employee. 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 Code Section 414(p), are Distributees with regard to the interest of the spouse or former spouse.

- (4) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.
- (5) A non-spouse Beneficiary of a deceased Participant who is either an individual or an irrevocable trust, where the beneficiaries of such trust are identifiable and the trustee provides the Plan Administrator with a final list of trust beneficiaries or a copy of the trust document by October 31 of the year following the Participant's death, shall be a Distributee with regard to the interest of the deceased Participant, but only if the Eligible Rollover Distribution is transferred in a direct trustee-to-trustee transfer to an Eligible Retirement Plan which is an individual retirement account described in Code Section 408(a) or an individual retirement annuity described in Code Section 408(b) (other than an endowment contract).

ARTICLE IV

Benefit Eligibility

Section 4.1	Normal Retirement
Section 4.2	Early Retirement
Section 4.3	Late Retirement
Section 4.4	Disability Retirement
Section 4.5	Vested Termination of Employment Prior to Retirement
Section 4.6	Non-Vested Termination
Section 4.7	Special Early Retirement
Section 4.8	Termination of the Plan

- 4.1 Normal Retirement: An active Participant who attains his Normal Retirement Date shall be one hundred percent (100%) vested in his Normal Retirement Benefit. A Participant may retire from service upon reaching his Normal Retirement Date or he may postpone his retirement and remain in service after his Normal Retirement Date, in which event the provisions of 4.3 shall be applicable.
- 4.2 Early Retirement: An active Participant who attains his Early Retirement Date shall be 100% vested in his Accrued Benefit.
- 4.3 Late Retirement: A Participant who works past his Normal Retirement Date shall be 100% vested in his Accrued Benefit and shall be retired on the first day of the month after the Retirement Board receives his written application to retire.
- 4.4 Disability Retirement: A Participant shall be eligible for a Disability Retirement Pension if their employment is terminated prior to their Normal Retirement Date by reason of Disability after they are vested in the pension plan. Payment of a Disability Retirement Pension shall commence as of the first day of the month following the date the Participant terminates employment due to Disability, as long as the following conditions are met.
- (a) Employee's medical condition occurred or became symptomatic during the time they were employed in an employee/employer relationship with the employer (City of Cartersville);
 - (b) Employee was totally and permanently disabled at the time they terminated employment; and
 - (c) Employee has not been employed with any other employer after such termination.

The Pension Board shall have the right at intervals of not less than one year, prior to a Participant's Normal Retirement Date, to require proof of continuing Disability, such as to require the Participant to submit proof of receipt of Social Security Disability Benefits or, in absence of that, to require an examination of any Participant receiving a Disability Retirement Pension; provided, however, for purposes of this Section, a Participant's

Normal Retirement Date shall be no earlier than their sixty-fifth (65th) birthday with 10 years of vesting service; or fifty-fifth (55th) birthday with 25 years of vesting service; or fiftieth (50th) birthday with 20 years of vesting service for police and fire personnel (or Former Police and Fire Personnel). In the event such Participant is found not to be suffering from a Disability, the Pension Board shall, after hearing evidence thereon and giving the Participant opportunity to be heard, discontinue such Participant's Disability Retirement Pension. In the event such Participant receiving a Disability Retirement Pension refuses to submit to a physical examination after thirty (30) days' notice to report for such examination or to supply proof, of continuing Disability, the Pension Board shall discontinue payments of the disability Retirement Pension until the Participant submits to such examination or supplies such proof, and the Participant shall be deemed to have forfeited their Pension during the time of refusal.

Following certification that a Participant's Disability has ceased, in accordance with the foregoing provisions of the preceding paragraph, the following rules shall apply:

- (a) Such Participant shall not be prevented from qualifying for a Pension under another provision of the Plan based only upon their vesting service, benefit accrual service and compensation prior to their Disability Retirement; and
- (b) Any such participant shall not receive vested service or benefit accrual service for their period of Disability and any Pension payments received during their Disability period shall be disregarded.

Workers' Compensation Benefits - Further notwithstanding any other provisions of the Cartersville Pension Plan, if at the time of retirement a participant is receiving payments under the provisions of the Georgia Workers' Compensation Law which are being paid at the expense of the city, the amount of pension payable under the plan shall be reduced by the amount being received as workers' compensation. This reduction shall continue as long as the retired participant is receiving workers' compensation, and upon discontinuance of workers' compensation payments, the offset shall be eliminated and the retired participant shall be entitled to receive sums as calculated under the terms of the pension plan. No such reduction shall operate to reduce the sums payable under the provisions of the Cartersville Pension Plan below \$200.00 per month.

The cost of providing a disability retirement option shall be paid by the City, in lieu of providing long-term disability insurance coverage for employees vested in the Pension Plan.

Effective on September 1, 2003, all City of Cartersville personnel that are vested in the Cartersville Pension Plan have the option to apply for disability retirement if they meet the above guidelines.

4.5 Vested Termination of Employment Prior to Retirement: A Participant whose Termination of Employment occurs prior to eligibility for a normal or early retirement shall be 100% vested in his Accrued Benefit if he has completed ten (10) years of Vesting Service.

A Participant is always 100% vested in his Participant contributions.

- 4.6 Non-Vested Termination: If a Participant completes less than ten (10) years of Vesting Service as of his Termination of Employment, then his Participant contributions without interest thereon shall be payable to him after his Termination of Employment. Upon receipt of such payment, the Participant's years of Benefit Accrual Service and Vesting Service shall be canceled for all periods before the payment.
- 4.7 Special Early Retirement: A special early retirement benefit shall be calculated using the formula described in Section 6.1, except that three years shall be added to the age, Benefit Accrual Service and Vesting Service of the Participant. Reduction for early commencement of benefits shall be as described in Section 6.2. Payments shall commence as of February 1, 1997. If the "adjusted" age of a Participant who retires under the provision of this Section 4.7 is less than age 55, the benefit is calculated as if payable at the earliest commencement age, but the benefit shall commence as of February 1, 1997.

On or about December 1, 1996, each eligible Participant shall be notified of his eligibility for the special early retirement benefit and the requirements for his election to receive said benefit. Each such eligible Participant shall be required to advise the Plan Administrator in writing of his election on or after December 1, 1996 but no later than January 31, 1997, on such form of forms provided by the Plan Administrator. Such form shall set forth the special early retirement date selected by the Participant, provided that such early retirement shall occur on or after December 1, 1996 but not later than January 31, 1997. Failure by an otherwise eligible Participant to affirmatively elect by January 31, 1997 to be covered by the special early retirement benefit shall constitute an irrevocable waiver of such right.

If a Participant who retires pursuant to Section 4.7 subsequently returns to employment as an Employee, his retirement benefit hereunder shall cease. Upon his subsequent retirement or termination of employment, his retirement benefit shall be based upon his age, Vesting Service, and Benefit Accrual Service before and after his retirement under this Section 4.7 without regard to the modifications herein. However, in no event shall the retirement benefit of a Participant upon his subsequent retirement or termination of employment be less than the retirement benefit he was receiving or would have been receiving under this Section 4.7 if a Participant who returns to employment hereunder dies in active service, the spouse's benefit payable, if any, shall be determined in accordance with Article VIII without regard to the modifications in this Section 4.7.

- 4.8 Termination of the Plan: In the case of a termination or partial termination of the Plan, the Accrued Benefit of each Participant shall become 100% vested and nonforfeitable to the extent funded.

ARTICLE V

Service

- Section 5.1 Vesting Service
- Section 5.2 Benefit Accrual Service

- 5.1 Vesting Service: A year of Vesting Service will be credited from the Employee's date of hire with the Employer and each anniversary thereof. Vesting Service shall be determined by the Elapsed Time Method. Vesting Service will include only service completed while a Participant is an Employee of the Employer. Notwithstanding the foregoing, all years of Vesting Service credited to an Employee for vesting under the rules governing Vesting Service in the Plan prior to January 1, 2023, shall be credited to Participants as Years of Service.

- 5.2 Benefit Accrual Service: Benefit Accrual Service is the elapsed period of time from a Participant's Participation in the plan to the date service is being determined. Service will be calculated in completed calendar months. Benefit Accrual Service will include only service completed while an Employee of the Employer. Calendar months start on the first non-holiday weekday of the month and end on the last non holiday weekday.

ARTICLE VI

Benefits

- 6.1 Normal Retirement
- 6.2 Early Retirement
- 6.3 Late Retirement
- 6.4 Vested Termination of Employment Prior to Retirement
- 6.5 One-Time Increase
- 6.6 Disability Retirement
- 6.7 Court Ordered
- 6.8 Special Retirement Benefits
- 6.9 Buyback Benefit at Termination
- 6.10 Terminal Pay
- 6.11 Qualified Military Service

6.1 Normal Retirement: A Participant's Normal Retirement Benefit is a monthly benefit payable upon his Normal Retirement Date equal to 2% of his Average Monthly Compensation multiplied by his years of Benefit Accrual Service.

6.2 Early Retirement: A Participant's benefit payable due to Early Retirement is determined as follows:

- (a) A Participant who retires from active service after attaining age fifty-five (55) with twenty-five (25) or more years of Vesting Service shall be entitled to his Accrued Benefit payable as of the first of the month coincident with or next following his Termination of Employment. Prior to August 26, 1991, a Participant who retired from active service after attaining age fifty-five (55) with thirty (30) or more years of Benefit Accrual Service shall be entitled to his Accrued Benefit payable as of the first of the month coincident with or next following his Termination of Employment.
- (b) A Participant who retires from active service on an Early Retirement Date with less than twenty-five (25) years of Vesting Service (or less than thirty (30) years of Benefit Accrual Service prior to August 26, 1991) shall be entitled to his Accrued Benefit payable as of his Normal Retirement Date. However, the Participant may elect to receive a reduced benefit commencing on the first day of any month coincident with or following his Early Retirement Date. In that case, the Participant's benefit shall be equal to his Accrued Benefit reduced by three percent (3%) a year (.25% a month) for each of the first five years and by six percent (6%) a year (.50% a month) for each of the next five years (years six through ten) for which the commencement date precedes the earlier of the Participant's Normal Retirement Date or the date he would have attained age 55 with 25 years of Vesting Service (or age 55 with 30 years of Benefit Accrual Service prior to August 26, 1991).
- (c) All police and fire personnel (or Former Police and Fire Personnel) have the option to retire at age 50 with a minimum of 20 years of vested service with a monthly

annuity equal to 2% of the employee's average monthly compensation multiplied by their years of benefit accrual service.

Every vested police and fire personnel (or Former Police and Fire Personnel) with a minimum age of 50 years can retire with less than 20 years of vested service at a reduced benefit. The monthly benefit would be equal to the employee's accrued benefit reduced by 7% a year for each year in which the termination date precedes the date the employee would have attained 20 years of vested service. At termination date, the employee would be required to decide what retirement option to take and to pay into the pension plan all required contributions in order to be eligible to retire under the selected retirement option.

The entire cost to fund this early retirement at age 50 with 20 years of vested service is to be paid by all personnel of the police and fire departments (or Former Police and Fire Personnel). To be eligible for this early retirement option, each Participant who is police and fire personnel (or Former Police and Fire Personnel) will have to make the applicable contribution of four and one-tenth percent (4.1%) of Compensation as described in Section 3.2 for a minimum of five (5) years the prior to such Participant's retirement.

Employees hired prior to July 21, 2000, within the police and fire department (or Former Police and Fire Personnel) who elect to retire early under this retirement option, are eligible to continue insurance coverage under the city's medical, dental and life insurance plan, but must pay the entire insurance premium between the age of 50 and 55. A retiree under this early retirement option who elects not to continue participation with the city's insurance provider would relinquish their right to all future insurance coverage through the City.

- 6.3 Late Retirement: A Participant's benefit payable upon late retirement shall be calculated by the formula for computing the Normal Retirement Benefit as described in Section 6.1 hereof, using years of Benefit Accrual Service as of his Termination of Employment and the greater of the following for Average Monthly Compensation:
 - (a) The Participant's Average Monthly compensation as of his Normal Retirement Date, and
 - (b) The Participant's Average Monthly compensation as of his Termination of Employment.

- 6.4 Vested Termination of Employment Prior to Retirement: A terminated Participant with a deferred vested benefit may elect to receive his vested benefit as provided below:
 - (a) To receive, in one lump sum, an amount equal to his total Participant contributions without interest. In such event, the Participant's Accrued Benefit shall be canceled. If such a Participant subsequently returns to the service of the Employer and does not exercise his option to return contributions as provided in Section 7.6, he shall be deemed a new Employee. If such a Participant subsequently returns to the service of the Employer and exercises his option to return contributions as

provided in Section 7.6, he shall be deemed a Participant upon the first day of the month coincident with or next following the date of his rehire.

- (b) To leave his Participant contributions in the Fund and retain 100% of his Accrued Benefit. If a Participant elects to leave his contributions in the Fund under Section 6.4(b), then his Accrued Benefit is payable as of his Normal Retirement Date. However, such Participant may elect to receive a reduced benefit on the first day of any month coincident with or following his Early Retirement Date (or the date which would have been his Early Retirement date and he remained an active Participant). In that case, the Participant's benefit shall be the Actuarial Equivalent of his Accrued Benefit reduced for the number of years and months the benefit commencement date precedes age 65. Other provisions apply to retirements prior to the effective date of this document.
- (c) Notwithstanding any provision of the Plan to the contrary, a Participant who is police and fire personnel (or Former Police and Fire Personnel) with a minimum of 20 years of vested service may elect to leave his Participant contributions in the Fund and elect on the first day of any month coincident with or following the date he reaches age 50 to receive a monthly annuity equal to 2% of the Participant's average monthly compensation multiplied by their years of benefit accrual service.

6.5 One-Time Increase: Effective April 1, 1995, a one-time increase shall be made to Participant's and Beneficiaries' benefits in payment status if the Participant retired prior to 1992. The increase shall be (i) equal to \$5 per month per each year that the Participant's year of retirement preceded 1992, with a maximum of \$75 per month, and (ii) payable for the life of the Participant, or if the Participant elected a joint and survivor annuity, for the life of the Participant and the Beneficiary.

Effective April 1, 2001, Cartersville City Council approved a one-time cost of living increase so that each retiree would receive \$10.00 per month for each year that the participant has been retired up to a maximum of \$80.00 per month for each year that the participant has been retired.

- 6.6 Disability Retirement: A Participant's Disability Retirement Benefit is a monthly benefit payable upon their Disability Retirement Date equal to 2% of their Average Monthly Compensation multiplied by their years of Benefit Accrual Service.
- 6.7 Special Retirement Benefits: The Board may, from time to time with Council approval, offer benefit enhancements, or the opportunity to retire under specified terms and conditions to an Employee or group of Employees.
- 6.8 Buyback Benefit at Termination: Any Employee Employed on December 31, 2010 or hired or rehired subsequent to that date is eligible for a Buyback Benefit. The Buyback Benefit will allow the participant to purchase additional service at Termination or Retirement. The service will be limited to the total of (a) and (b) following:
 - (a) The additional service they would have had if at their date of hire Eligibility was defined as 18 years and 6 months of service.

- (b) The additional service they would have had if they had repaid their employee contributions with interest when they were rehired.

Only complete months of service can be bought, but any fraction up to the limit of (a) plus can be purchased. The benefit formula is the same as used for the Benefit the participant has elected to receive. The money used to buyback the benefit will be in all other ways treated as Employee Contributions. The cost of Buyback Benefits will be computed as the Actuarial Equivalent in Section 1.2(b), except that in the case of a Termination who is not retiring, there will be no mortality prior to the Normal Retirement age.

Buyback Benefits purchased by a Participant shall be part of the Participant's Normal Retirement Benefit calculated under Section 6.1, and shall be subject to the benefit distribution and accrual limitations of Article IX which incorporates the limits of Section 415 of the Code.

6.9 Terminal Pay. Effective July 8, 2020, Terminal Pay of Eligible Employees (accrued vacation and any other post termination compensation) shall not be paid from the Plan.

6.10 Qualified Military Service.

- (a) In the case of a Participant who dies while performing Qualified Military Service (as defined in Code Section 414(u)), the survivor of the Participant is entitled to any additional survivor benefits (other than benefit accruals relating to the period of Qualified Military Service) provided under the Plan as though the Participant resumed employment and then terminated on account of death.
- (b) In the case of a Participant who becomes disabled (as defined in Section 1.2(k)) or dies while performing Qualified Military Service (as defined in Code Section 414(u)), the Participant shall be treated for purposes of benefit accruals under the Plan during the period of Qualified Military Service as if the Participant had remained employed by the Employer and then terminated employment due to disability or death.
- (c) In the case of an individual who receives differential pay from the Employer:
 - (1) such individual will be treated as an Employee of the Employer making the payment; and
 - (2) the differential pay shall be treated as wages and will be included in calculating the Employee's Compensation under the Plan.

If all Employees performing service in the Uniformed Services are entitled to receive differential pay on reasonably equivalent terms and are eligible to make contributions based on the payments on reasonably equivalent terms, the Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(c) by reason of any benefit based on differential pay. However, for purposes of applying this Item, the provisions of Code Section 410(b)(3), (4) and (5) shall be taken into account.

For purposes of this Section 6.10, “differential pay” means any payment which is made by an Employer to an individual while the individual is performing service in the uniformed services while on active duty for a period of more than 30 days, and represents all or a portion of the wages the individual would have received from the Employer if the individual were performing services for the Employer. In applying the provisions of this Section, “uniformed services” are services as described in Code Section 3401(h)(2)(A).

ARTICLE VII

Forms of Payment

Section 7.1	Normal Form of Payment
Section 7.2	Optional Forms of Payment
Section 7.3	Conditions Relative to the Form of Payment
Section 7.4	Distribution Limitations
Section 7.5	Reemployment of a Retired Participant
Section 7.6	Reemployment of a Terminated Participant Without Contributions in the Fund

- 7.1 Normal Form of Payment: The normal form of payment for benefits under the Plan shall be a modified cash refund annuity, payable in monthly installments ending with the last monthly payment before the Participant's death. Under this annuity form, a lump sum amount is paid to the Beneficiary upon the death of the Participant equal to the amount, if any, by which the balance of the Participant contributions, with interest accrued until the date that payments commenced (accrued at a rate of four percent (4%) per annum), exceeds the sum of the annuity payments made to the Participant prior to his death. Interest will be credited as follows: contributions made during each completed calendar year will get ½ a year of simple interest. Accumulated contributions at the beginning of the year will get a full year of interest. Accumulated contributions during the year of Termination, Retirement or Death will get ½ a year of interest if the termination is in the first half of the year and a full year of interest if the termination is in the second half of the year.
- 7.2 Optional Forms of Payment: In lieu of the normal form of payment as described in Section 7.1, a Participant may elect to receive his benefit under one of the following optional forms of payment which are the Actuarial Equivalent of the benefit payable under the normal form of payment.
- (a) Twenty (20) Years Certain and Life Annuity: A benefit payable for the Participant's life provided that a combined minimum of 240 monthly payments will be made to the Participant and his Beneficiary.
 - (b) Ten (10) Years Certain and Life Annuity: A benefit payable for the Participant's life provided that a combined minimum of 120 monthly payments will be made to the Participant and his Beneficiary.
 - (c) Five (5) Years Certain and Life Annuity: A benefit payable for the Participant's life provided that a combined minimum of 60 monthly payments will be made to the Participant and his Beneficiary.
 - (d) Joint and 100% Survivor Annuity: A benefit payable during the Participant's life and, after his death, payable during the life of, and to, the Beneficiary named by him when he elected the option.

- (e) Joint and 75% Survivor Annuity: A benefit payable during the Participant's life and, after his death, payable at three fourths (3/4) the rate paid to him during the life of, and to, the Beneficiary Named by him when he elected the option.
- (f) Joint and 50% Survivor Annuity: A benefit payable during the Participant's lifetime and, after his death, payable at one-half (1/2) the rate paid to him during the life of, and to, the Beneficiary named by him when he elected the option.

7.3 Conditions Relative to the Form of Payment:

(a) Restrictions on Optional Forms of Payment:

- (1) An optional form of payment may not be chosen if it provides monthly payments to the Beneficiary which will exceed the monthly payments to the Participant or if it provides monthly payments to the Beneficiary, other than the Participant's spouse, where the Actuarial Equivalent of the payments expected to be made to the Participant is less than 50% of the Actuarial Equivalent of the total payments expected to be made under such optional form. These payments will end with the last monthly payments preceding the death of the Beneficiary.
- (2) Upon the later of the death of the Participant and the death of the Beneficiary, a lump sum amount is paid equal to the amount, if any, by which the balance of the Participant contributions, with accrued interest (accrued at a rate of four percent (4%) per annum), exceeds the sum of the annuity payments made to the Participant and the Beneficiary.

(b) Electing an Optional Form of Payment: A Participant may elect any one of the optional forms of payment described in Section 7.2 subject to the following:

- (1) The Participant must file a written notice specifying the form to be elected and naming his Beneficiary, where applicable; and
- (2) Such notice must be filed at least 90 days before the Participant's retirement date or 90 days after such Participant receives written notice of the available election, if later.

(c) Change in Election: A Participant may elect to change the form of payment, the designated Beneficiary or the amount payable to the Beneficiary by filing written notice of such change with the Plan Administrator at least 90 days prior to his retirement date or 90 days after such Participant receives written notice of the available elections, if later. The Plan Administrator may require that the Participant's spouse co-sign any election made by the Participant.

(d) Death: If a Participant shall have elected an optional form of retirement income; and

- (1) If the Beneficiary shall die and the Participant shall notify the Plan Administrator of the death before the start of Participant's retirement income payments, the election shall be void.

- (2) If the Beneficiary shall die after commencement of an optional form of payment but before the death of the retired Participant, such Participant shall continue to receive the income payable to that Participant in accordance with such election.
- (3) If the Participant dies before the date the election of the option becomes effective, the election shall be void.
- (4) Death benefits will be paid in accordance with Article VIII.

7.4 Distribution Limitation: Notwithstanding any other provision of this Plan, all distributions from this Plan shall conform to the regulations issued under Section 401(a)(9) of the Internal Revenue Code, applicable to Governmental Plans, as defined in Section 414(d) of the Internal Revenue Code, including the incidental death benefit provisions of Section 401(a)(9)(G) of the Internal Revenue Code. Further, such regulations shall override any plan provision that is inconsistent with Section 401(a)(9) of the Internal Revenue Code.

7.5 Reemployment of a Retired Participant:

- (a) Benefits Cease: The retirement benefit payable from the Plan to any retired Participant shall cease as of the first date of reemployment, if such Participant is reemployed as an Employee. Retirement benefits shall resume as of the first day of the month following Termination of Employment. Such cessation or suspension of retirement benefit payable shall not affect the payment of retirement benefits after the death of a reemployed Participant under any optional form of payment which shall at that time be in effect.
- (b) Contribution Resume: Upon the reemployment of a retired Participant as an Employee, he shall be required to make Participant contributions toward a retirement benefit in accordance with the provisions of Section 3.2 hereof.
- (c) Benefits Redetermined: The amount of the retirement benefit to be paid upon the subsequent Termination of Employment of a Participant described in Section 7.5(a) shall be redetermined on the basis of the increased service, Age, and contributions. The Plan's formula for computing a retirement benefit in effect at the time of each Termination of Employment shall apply to determine each portion of the Participant's retirement benefit attributable to Years of Benefit Accrual Service earned since the preceding Termination of Employment. In any case where the payment of a retirement benefit which was reduced on account of early retirement is suspended on account of reemployment, the amount of the retirement benefit to be paid on subsequent Termination of Employment shall also be determined so that the amount of reduction made for early retirement on the previous retirement date will be adjusted to reflect the duration of the period for which the benefit is suspended.
- (d) Part Time or Consultant Employment: If a Retired Participant is paid by the Employer in any fashion (including as a consultant) excluding severance said Monthly Retirement Benefit shall be suspended as of the date of their Return to Service. For the purposes of this sub section (d) a Return to Service occurs at the earlier of when a

Retired Participant has received compensation of any sort for a period of six months or has been compensated in excess of 1,040 hours. The Retirement Benefit will then recommence the first of the month coincident with or following the termination of compensation.

- 7.6 Reemployment of a Terminated Participant Without Contributions in the Fund: If a Participant terminates employment with 6 months or more of Benefit Accrual Service, receives a lump sum distribution of his employee contributions without interest and later returns to service as an Employee of the Employer, then the Participant may repay the contributions, subject to the following in order to receive credit for prior service.
- (a) The period of time between the Participant's termination of employment and his rehire is less than or equal to five years after July 1, 1997, and/or more than five years if the period of time between the Participant's termination of employment and his rehire occurred prior to July 1, 1997.
 - (b) The individual must repay his total Participant contributions with interest at the rate of 5% per year, compounded annually from the date the distribution was made from the Plan until the date of repayment.
 - (c) The individual must repay his total Participant contributions with interest within 12 months following his re-employment. However, a participant actively employed with the Employer on July 1, 1997, the effective date of this Section 7.6, may repay his contributions for prior service within the 60 days following July 1, 1997.

ARTICLE VIII

Death Benefits

- Section 8.1 Death Benefit While an Active Participant
- Section 8.2 Death Benefit after Termination of Employment
- Section 8.3 Designation of Beneficiary

8.1 Death Benefit While an Active Participant: If a Participant dies while an Employee, the Plan pays the death benefit explained below.

- (a) If the Participant was married at the time of their death and had completed ten (10) years of Vesting Service, then the surviving spouse can elect one of the following benefits.
 - (1) If the Participant has met the requirements of Normal Retirement or unreduced Early Retirement under this Plan, (unreduced Early Retirement is for Police and Fire (Former Police and Fire Personnel) age 50 with a minimum of 20 years of service; age 55 with minimum of 25 years of service; or age 65 with a minimum of 10 years of service), the Plan pays the spouse a monthly annuity calculated at 100% spousal formula rate as in the living benefit. The benefit shall begin on the first of the month following the date of the Participant's death, with the provision that upon the death of the spouse, a lump sum is paid to the spouse's beneficiary equal to the amount, if any, by which the balance of the Participant contributions, with interest accrued to the date of death of the Participant at the rate of four percent (4%) per annum, exceeds the sum of the annuity payments previously made to the spouse.
 - (2) If the Participant has not met the requirements of Normal Retirement under this Plan, a monthly annuity equal to 50% of the Participant's Accrued Benefit as of the date of the Participant's death payable to the spouse. The benefit shall begin on the first of the month coincident with or next following the later of the date the Participant would have reached age 55, with the provision that upon the death of the spouse, a lump sum is paid to the spouse's beneficiary equal to the amount, if any, by which the balance of the Participant contributions, with interest accrued to the date of death of the Participant at the rate of four percent (4%) per annum, exceeds the sum of the annuity payments previously made to the spouse.
 - (3) A lump sum payment equal to the Participant contributions made by the Participant plus interest accrued until the date of the Participant's death at the rate of four percent (4%) per annum.
- (b) If the Participant's death occurs where a benefit is not payable under Section (a.), the Participant's Beneficiary shall receive a lump sum payment equal to the Participant contributions made by the Participant plus interest accrued until the date of Participant's death at the rate of four percent (4%) per annum.

- 8.2 Death Benefit after Termination of Employment: If the Participant's death occurs after Termination of Employment but before benefit payments have begun, the Participant's Beneficiary shall receive a lump sum payment equal to the Participant contributions made by the Participant, plus interest accrued until the date of the Participant's death at the rate of four percent (4%) per annum.

If the Participant's death occurs after benefit payments have begun, the death benefit will be determined by the form of payment option in effect at the time of death.

- 8.3 Designation of Beneficiary: There is no requirement to designate a beneficiary prior to retirement. The Beneficiary is the Participants Spouse, if any. If there is no spouse any guaranteed payments which otherwise would be paid to a Beneficiary upon the death of the Participant will be discounted and paid in one sum to the executors or administrators of the Participant's estate. At retirement a participant may designate a Beneficiary other than their spouse only if electing a Period Certain benefit.

ARTICLE IX

Maximum Benefits

The maximum annual benefit payable to a Participant under the Plan shall be subject to the limitations set forth in Section 415 of the Code and any regulations issued there under. If for any year the foregoing plan limitation would be exceeded, the benefit provided under this Plan shall be reduced to the extent necessary to meet applicable limitations for the limitation year. For these purposes, the term “limitation year” is the calendar year, and any change to the limitation year must be accomplished through an amendment which designates a new 12-month limitation year that begins during the limitation year begin amended.

ARTICLE X

Administration of Plan

Section 10.1 Retirement Board

Section 10.2 Powers and Duties of Retirement Board

10.1 Retirement Board:

- (a) The general administration of the plan and the responsibility for carrying out the provisions of this division are hereby vested in a retirement board. Such board shall be composed of five (5) members; three (3) of whom shall be participating employees whom shall be elected as follows one (1) from the Police and Fire Departments, one (1) from the Gas, Electric and Water and Sewer Departments and one (1) from the Community Development, Public Works, City Clerk, Garage, Parks and Recreation, Finance, and Administration Departments. The elected participating employees shall serve six-year staggered terms or until their successors are elected. The other two (2) members shall be the city manager and the city finance director whose terms shall be equivalent to their employment in those capacities. Current board members terms will expire upon passage of this ordinance. A new election will then be held for the three (3) employee board members, whose terms will expire as follows: Police and Fire Department board member term will expire in three (3) years; Gas, Electric and Water and Sewer Departments board member term will expire in two (2) years; Community Development, Public Works, City Clerk, Garage, Parks and Recreation, Finance, and Administration Department board member term will expire in one (1) year. Thereafter, an election will be held on the Tuesday after the first Monday in November of every year for one board member.
- (b) The board shall elect a chairman from among its members. The board shall also appoint a secretary who shall keep all records of its meetings and actions and execute in behalf of the board any paper or instrument when so required by the board.
- (c) The board members shall serve without pay but shall be entitled to reimbursement for all reasonable and necessary disbursements made or expenses incurred by them in the performance of their duties. The board may be authorized to compensate the secretary in an amount approved by the mayor and council.
- (d) No member shall be personally liable by virtue of any contract, agreement, bond or other instrument or undertaking made or executed by him as a member of the board, nor for honest mistakes of judgment, nor for any loss unless resulting from his own willful misconduct; and no member shall be liable for the act of neglect, omission or wrongdoing of any other member, or for those agents or counsel of the board.
- (e) The city shall hold the Retirement Board harmless from and shall indemnify the members for the consequences of their acts or omissions and conduct in their official capacity, including the cost of litigation and counsel fees, except for such act, omissions or conduct for which such member is liable under subsection (d).

- (f) Meetings of the board shall be held at such times and places as the majority of the members shall from time to time determine. A majority of the membership shall constitute a quorum, and all decisions, acts and resolutions of the board shall be by an affirmative vote of at least three (3) members.
- (g) When a vacancy occurs or exists on the board, the remaining members, provided that they are not less than three (3), are authorized to perform all functions of the board. However, vacancies on the board shall be filled as expeditiously as possible.
- (h) The city attorney or other attorney engaged by the board is the legal advisor to the board.

10.2 Powers and Duties of Retirement Board:

- (a) The Retirement Board shall have the duties expressly provided or implied under the provisions of this division, and in addition thereto, the following to:
 - (1) Holding meetings upon, notice, as may from time to time be required.
 - (2) Maintain adequate age, service and salary records on all employees participating under the plan and any other related data that may be necessary in the administration of the Plan and in the effective operation thereof, such data to be furnished to the board by the city.
 - (3) Pass upon applications for benefits, verify the qualifications of the applicants for benefits, and authorize the payment of benefits by the trustee.
 - (4) Keep a detailed record of all benefit payments and other expenditures made pursuant to the provisions of the Plan to the persons qualifying for such payments, to the end that all financial transactions will be properly accounted for.
 - (5) Make and enforce uniform nondiscriminatory rules and regulations for the efficient administration of the Plan and resolve any questions or interpretations that may arise in connection with the Plan.
 - (6) Employ actuarial and other technical assistance necessary during the operation of the Plan in connection with the determination of cost and liabilities.
- (b) The board shall pay the expenses for technical assistance as provided in paragraph (a)(6) and for expenses for the Fund established in Section 11.1, but in no case may the funds be diverted from investments for any use other than the Plan.
- (c) The board shall establish any necessary rules and procedures for the administration of the Plan and the conduct of their meetings as they deem advisable. The decisions and rules of a majority shall be final and binding on all parties and shall not be subject to appeal.
- (d) The board shall annually or as often as requested transmit to the city and the members a report showing the financial condition of the Plan.

ARTICLE XI

Administration of the Trust Fund

Section 11.1 Establishment of Employee Fund

Section 11.2 Investment of Trust Fund

11.1 Establishment of Employee Fund: The Retirement Board shall maintain a Fund into which the contributions of each Participant and of the employer shall be paid, which Fund shall comprise a trust fund held for and in behalf of all Participants and beneficiaries thereof. The Retirement Board shall designate a custodian to hold the Fund as the assets of the Plan by entering into a custodial agreement with the entity designated.

11.2 Investment of Trust Fund:

(a) By the Retirement Board: All contributions made to the Fund pursuant to this Plan shall be paid to the custodian and, except as herein otherwise provided, shall be held, invested and reinvested without distinction between principal and income, in such securities or in such other property, real or personal, wherever situated, as the Retirement Board shall deem advisable, including, but not limited to, real property, shares of stock, common or preferred, whether or not listed on any exchange, participation's in mutual investment funds, bonds and mortgages, and other evidences of indebtedness or ownership. The custodian shall hold and retain all the property and assets of the Fund, including income from investments and from all other sources, for the exclusive benefit of the Participants and their Beneficiaries, as provided herein, and for paying the costs and expenses of administering the Plan or Fund, to the extent that the same are not paid by the Employer.

(b) By Investment Manager: The Retirement Board may enter into one or more agreements for the appointment of one or more Investment Managers to supervise and direct the investment and reinvestment of a portion or all of the Fund in accordance with the provisions of this Plan in the same manner and with the same powers, duties, obligations, responsibilities and limitations as apply to the Retirement Board. As a condition to its appointment, an Investment Manager shall acknowledge in writing that it is a fiduciary with respect to the Fund. An Investment Manager so appointed shall be an Investment Advisor registered pursuant to the Investment Advisor's Act of 1940, a bank as defined in such Act or an insurance company which is qualified to manage the assets of employee benefit plans pursuant to the laws of more than one state. The custodian shall be bound by the supervision and direction of the Investment Manager, unless and until the Retirement Board amends or revokes the appointment or authority of the Investment Manager. An Investment Manager shall have sole investment responsibility for that portion of the Fund which it has been appointed to manage. An Investment Manager shall receive such reasonable compensation chargeable against the Fund as shall be agreed upon by the Retirement Board. The Retirement Board may revoke an agreement with the Investment Manager at any time by thirty (30) days' written notice to the Investment Manager. Any Investment Manager may resign by thirty (30) day's written notice to the Retirement Board.

ARTICLE XII

Modification or Discontinuance of the Plan

Section 12.1 Right to Amend or Terminate

Section 12.2 Change of Benefits or Suspension of Contributions

- 12.1 Right to Amend or Terminate: The City of Cartersville, Georgia, expects and intends to maintain the Plan in force indefinitely, but necessarily reserves the right to change or discontinue the Plan at any time.

- 12.2 Change of Benefits or Suspension of Contributions: At any time and from time to time, the Plan may be changed in whole or in part, or the contributions of the Employer may be suspended.

ARTICLE XIII

Miscellaneous

Section 13.1	Misstatement in Application for Retirement Benefit
Section 13.2	Missing Persons
Section 13.3	Non-Alienation of Benefits Exceptions
Section 13.4	Plan Not a Contract of Employment
Section 13.5	Payment to Minors and Incompetents
Section 13.6	Additional Participating Employers

- 13.1 Misstatement in Application for Retirement Benefit: Upon discovering that an Employee or Participant has provided any incorrect information to the Retirement Board or has omitted to provide needed information to the Retirement Board, his contributions and retirement benefit shall be adjusted on the basis of the correct facts as the Retirement Board directs. The amount of any previous underpayments or overpayments to such Participant shall be adjusted by said Participant's succeeding payments.
- 13.2 Missing Persons: If the Retirement Board is unable to pay any benefit from the Fund because the identity or whereabouts of a Participant or Beneficiary cannot be ascertained, the Retirement Board may direct that such benefit and all further benefits with respect to such person shall be suspended until such person is located. If state law provides that a missing Participant shall be treated as deceased, a death benefit shall be paid to the beneficiary or estate of the Participant as though the death of the Participant had occurred on the date when the benefit was first suspended according to the preceding sentence.
- 13.3 Non-Alienation of Benefits Exceptions: No benefits which shall be payable under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, garnishment, encumbrance or charge, including without limitation any domestic relations order.
- 13.4 Plan Not a Contract of Employment: This Plan shall not be deemed to constitute a contract of employment. This Plan has no effect on a person's right to become an Employee. This Plan has no effect on an Employee's rights, duties or obligations related to his status as an Employee.
- 13.5 Payment to Minors and Incompetents: If a person who is entitled to any payment through this Plan is a minor or is incompetent, the Retirement Board shall direct said payments to be paid to the legal representative of the estate of the minor or incompetent person.
- 13.6 Additional Participating Employers:
- (a) If any entity is now or becomes associated with the Employer, the Retirement Board may include the employees of that entity in the membership of the Plan. In that event, the Retirement Board shall determine to what extent, if any, credit and benefits shall be granted for previous service with the entity, but subject to the continued qualification of the trust for the Plan as tax-exempt under the Internal Revenue Code.

- (b) Any entity associated with the Employer may terminate its participation in the Plan upon appropriate action by it, in which event the funds of the Plan held on account of Participants in the employ of that entity shall be held as part of the Fund.

IN WITNESS WHEREOF, the City of Cartersville has executed this amended and restated Plan on the _____ day of August, 2023, effective as of July 1, 2023.

CITY OF CARTERSVILLE

Attest: _____
Julia Drake
City Clerk

By: _____
Matthew J. Santini
Mayor



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Surplus Equipment
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Surplus Vehicles and Equipment
DEPARTMENT SUMMARY RECOMMENDATION:	This is a list of vehicles and equipment deemed as surplus by our departments. I am requesting this list be approved as a surplus to be sold on GovDeals.com.
LEGAL:	N/A

Surplus assets-vehicles August 2023					
<i>Department</i>	<i>Asset #</i>	<i>VIN/Serial #</i>	<i>Description</i>	<i>Mileage</i>	<i>Problems</i>
610 Garage			Robin Air Cooltech 34788		Does not work properly/ parts unavailable
			Central Machinery drill press		Bent drive unit/ missing arbor
5100 Parks & Recreation	728	526412512	2006 Bobcat A300	2442 hours	Cost of repairs
3100 Public Works	6233	3BPZL70X0CF150524	2012 Peterbilt 320	64,384	Age and cost of repairs
	6059	1GBHR34K7HS143750	1987 Chevrolet C30	48,229	Age and cost of repairs



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Construction Manager at Risk (CMAR) Subcontractor contracts
DEPARTMENT SUMMARY RECOMMENDATION:	This is the compilation of subcontractor contracts negotiated by Reeves Young to complete the construction of the Water department administrative complex for the approved GMP. We are requesting Council approval of said contracts.
LEGAL:	N/A



Meeting: August 17, 2023 Item 13.

Contractor Job Number: 23205
Subcontract Number: 23205-220000
Subcontract Date: 6/27/2023

CONTRACTOR: **Reeves Young, LLC** ("Contractor")
45 Peachtree Industrial Blvd., NW
Sugar Hill, GA 30518
Office: 770-271-1159 Fax: 770-271-5856
Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: **GW Plumbing LLC dba Gilstrap Plumbing** ("Subcontractor")
PO Box 426
Cartersville, GA 30120
Office: 770-382-0589
Attn: Van Gilstrap | Email: vhgpin@bellsouth.net

SUBCONTRACT WORK: Plumbing ("Work")

PROJECT: Cartersville Water Department Administrative Building ("Project")

PROJECT ADDRESS: 148 Walnut Grove Road SE
Cartersville,

OWNER: City of Cartersville ("Owner")

PRIME CONTRACT DATE: 11 May 2022 ("Contract")

ARCHITECT/ENGINEER: Clark Patterson Lee ("Architect")
3011 Sutton Gate Dr.
Suwanee, GA 30024

SUBCONTRACT PRICE: \$544,903.00 ("Price")
(Five Hundred Forty-Four Thousand Nine Hundred Three And 00/100 Dollars)

MONTHLY BILLING: Payment Application to be received by ("Monthly Billing Date")
Contractor by the 20th of the Month

GC PAY: (see Exhibit H)
(Required if checked)

RETAINED PERCENTAGE: 10% ("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS:
(Required if checked)

LIQUIDATED DAMAGES: (see paragraph 8.2)
(Imposed if checked)

DAVIS-BACON ACT PROJECT: (see Exhibit F)
(Required if checked)

The above terms are incorporated by reference and are more fully explained below:



Meeting: August 17, 2023 Item 13.

Contractor Job Number: 23205
Subcontract Number: 23205-230000
Subcontract Date: 6/20/2023

CONTRACTOR: **Reeves Young, LLC** ("Contractor")
45 Peachtree Industrial Blvd., NW
Sugar Hill, GA 30518
Office: 770-271-1159 Fax: 770-271-5856
Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: **Georgia Mechanical, Inc.** ("Subcontractor")
4189 Capital View Drive
Suwanee, GA 30024
Office: 770-614-9214
Attn: Padron Belinda | Email: bpadron@ga-mech.com

SUBCONTRACT WORK: HVAC ("Work")

PROJECT: Cartersville Water Department Administrative Building ("Project")

PROJECT ADDRESS: 148 Walnut Grove Road SE
Cartersville, GA 30120

OWNER: City of Cartersville ("Owner")

PRIME CONTRACT DATE: 11 May 2022 ("Contract")

ARCHITECT/ENGINEER: Clark Patterson Lee ("Architect")
3011 Sutton Gate Dr.
Suwanee, GA 30024

SUBCONTRACT PRICE: \$ 510,850.00 ("Price")
(Five Hundred Ten Thousand Eight Hundred Fifty And 00/100 Dollars)

MONTHLY BILLING: Payment Application to be received by ("Monthly Billing Date")
Contractor by the 20th of the Month

GC PAY: (see Exhibit H)
(Required if checked)

RETAINED PERCENTAGE: 10% ("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS:
(Required if checked)

LIQUIDATED DAMAGES: (see paragraph 8.2)
(Imposed if checked)

DAVIS-BACON ACT PROJECT: (see Exhibit F)
(Required if checked)

The above terms are incorporated by reference and are more fully explained below:



Meeting: August 17, 2023 Item 13.

Contractor Job Number: 23205
Subcontract Number: 23205-260000
Subcontract Date: 4/18/2023

CONTRACTOR: **Reeves Young, LLC** ("Contractor")
45 Peachtree Industrial Blvd., NW
Sugar Hill, GA 30518
Office: 770-271-1159 Fax: 770-271-5856
Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: **Dean Electric Company Inc.** ("Subcontractor")
120 Amlajack Way
Newnan, GA 30265
Office: (404) 799-1234
Attn: Andy Garner | Email: agarner@deanelectricco.com

SUBCONTRACT WORK: Electrical ("Work")

PROJECT: Cartersville Water Department Administrative Building ("Project")

PROJECT ADDRESS: 148 Walnut Grove Road SE
Cartersville,

OWNER: City of Cartersville ("Owner")

PRIME CONTRACT DATE: 11 May 2022 ("Contract")

ARCHITECT/ENGINEER: Clark Patterson Lee ("Architect")
3011 Sutton Gate Dr.
Suwanee, Ga 30024

SUBCONTRACT PRICE: \$ 1,021,718.00 ("Price")
(One Million Twenty-One Thousand Seven Hundred Eighteen And 00/100 Dollars)

MONTHLY BILLING: Payment Application to be received by ("Monthly Billing Date")
Contractor by the 20th of the Month

GC PAY: (see Exhibit H)
(Required if checked)

RETAINED PERCENTAGE: 10% ("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS:
(Required if checked)

LIQUIDATED DAMAGES: (see paragraph 8.2)
(Imposed if checked)

DAVIS-BACON ACT PROJECT: (see Exhibit F)
(Required if checked)

The above terms are incorporated by reference and are more fully explained below:

DS
DEE

DS
MJ



Meeting: August 17, 2023 Item 13.

Contractor Job Number: 23205
Subcontract Number: 23205-123500
Subcontract Date: 7/31/2023

CONTRACTOR: **Reeves Young, LLC** ("Contractor")
45 Peachtree Industrial Blvd., NW
Sugar Hill, GA 30518
Office: 770-271-1159 Fax: 770-271-5856
Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: **Artisan Millworks, LLC** ("Subcontractor")
91 West Hightower Drive
Dawsonville, GA 30534
Office: (706) 216-1050
Attn: Kayla Devlin | Email: estimating@artisanmillworksllc.com

SUBCONTRACT WORK: Millwork ("Work")

PROJECT: Cartersville Water Department Administrative Building ("Project")

PROJECT ADDRESS: 148 Walnut Grove Road SE
Cartersville,

OWNER: City of Cartersville ("Owner")

PRIME CONTRACT DATE: 11 May 2022 ("Contract")

SUBCONTRACT PRICE: \$ 282,386.00 ("Architect")
("Price")
(Two Hundred Eighty-Two Thousand Three Hundred Eighty-Six And 00/100 Dollars)

MONTHLY BILLING: Payment Application to be received by Contractor by the 20th of the Month ("Monthly Billing Date")

GC PAY: (see Exhibit H)
(Required if checked)

RETAINED PERCENTAGE: 10% ("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS:
(Required if checked)

LIQUIDATED DAMAGES: (see paragraph 8.2)
(Imposed if checked)

DAVIS-BACON ACT PROJECT: (see Exhibit F)
(Required if checked)

The above terms are incorporated by reference and are more fully explained below:

On **7/31/2023** ("Subcontract Date"), Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

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Meeting: August 17, 2023 Item 13.

Contractor Job Number: 23205
Subcontract Number: 23205-210000
Subcontract Date: 7/31/2023

CONTRACTOR: **Reeves Young, LLC** ("Contractor")
45 Peachtree Industrial Blvd., NW
Sugar Hill, GA 30518
Office: 770-271-1159 Fax: 770-271-5856
Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: **Gainesville Fire Protection, LLC** ("Subcontractor")
1764 Construction Drive
Gainesville, GA 30507
Office: 770-534-3575
Attn: Jonathan Boldt | Email: jonathan@gainesvillefire.com

SUBCONTRACT WORK: Fire Suppression ("Work")

PROJECT: Cartersville Water Department Administrative Building ("Project")

PROJECT ADDRESS: 148 Walnut Grove Road SE
Cartersville,

OWNER: City of Cartersville ("Owner")

PRIME CONTRACT DATE: 11 May 2024 ("Contract")

SUBCONTRACT PRICE: \$129,500.00 ("Architect")
(One Hundred Twenty-Nine Thousand Five Hundred And 00/100 Dollars) ("Price")

MONTHLY BILLING: Payment Application to be received by Contractor by the 20th of the Month ("Monthly Billing Date")

GC PAY: (see Exhibit H)
(Required if checked)

RETAINED PERCENTAGE: 10% ("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS:
(Required if checked)

LIQUIDATED DAMAGES: (see paragraph 8.2)
(Imposed if checked)

DAVIS-BACON ACT PROJECT: (see Exhibit F)
(Required if checked)

The above terms are incorporated by reference and are more fully explained below:

On **7/31/2023** ("Subcontract Date"), Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

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Meeting: August 17, 2023 Item 13.

Contractor Job Number:	23205
Subcontract Number:	23205-122100
Subcontract Date:	7/31/2023

CONTRACTOR: **Reeves Young, LLC** (“Contractor”)
 45 Peachtree Industrial Blvd., NW
 Sugar Hill, GA 30518
 Office: 770-271-1159 Fax: 770-271-5856
 Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: **Alliance Commercial Window Treatment, Inc.** (“Subcontractor”)
 100 Petty Road Suite A-1
 Lawrenceville, GA 30043
 Office:
 Attn: Dave Seckinger | Email: daves@acwtinc.com

SUBCONTRACT WORK: Window Treatments (“Work”)

PROJECT: Cartersville Water Department Administrative Building (“Project”)

PROJECT ADDRESS: 148 Walnut Grove Road SE
 Cartersville,

OWNER: City of Cartersville (“Owner”)

PRIME CONTRACT DATE: 11 May 2024 (“Contract”)

SUBCONTRACT PRICE: \$14,853.00 (“Architect”)
 (Fourteen Thousand Eight Hundred Fifty-Three And 00/100 Dollars) (“Price”)

MONTHLY BILLING: Payment Application to be received by Contractor by the 20th of the Month (“Monthly Billing Date”)

GC PAY: (see Exhibit H)
 (Required if checked)

RETAINED PERCENTAGE: 10% (“Retained Percentage”)

PAYMENT AND PERFORMANCE BONDS:
 (Required if checked)

LIQUIDATED DAMAGES: (see paragraph 8.2)
 (Imposed if checked)

DAVIS-BACON ACT PROJECT: (see Exhibit F)
 (Required if checked)

The above terms are incorporated by reference and are more fully explained below:

On **7/31/2023** (“Subcontract Date”), Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

INDEX



Meeting: August 17, 2023 Item 13.

Contractor Job Number: 23205
Subcontract Number: 23205-323100
Subcontract Date: 7/31/2023

CONTRACTOR: **Reeves Young, LLC** ("Contractor")
45 Peachtree Industrial Blvd., NW
Sugar Hill, GA 30518
Office: 770-271-1159 Fax: 770-271-5856
Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: **Accurate Fence** ("Subcontractor")
Office: (770) 985-3700
Attn: Jeff Keeble | Email: jeff.keeble@accuratefencellc.com

SUBCONTRACT WORK: Fences and Gates ("Work")

PROJECT: Cartersville Water Department Administrative Building ("Project")

PROJECT ADDRESS: 148 Walnut Grove Road SE
Cartersville,

OWNER: City of Cartersville ("Owner")

PRIME CONTRACT DATE: 11 May 2022 ("Contract")

SUBCONTRACT PRICE: \$145,270.00 ("Architect")
("Price")
(One Hundred Forty-Five Thousand Two Hundred Seventy And 00/100 Dollars)

MONTHLY BILLING: Payment Application to be received by Contractor by the 20th of the Month ("Monthly Billing Date")

GC PAY: (see Exhibit H)
(Required if checked)

RETAINED PERCENTAGE: 10% ("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS:
(Required if checked)

LIQUIDATED DAMAGES: (see paragraph 8.2)
(Imposed if checked)

DAVIS-BACON ACT PROJECT: (see Exhibit F)
(Required if checked)

The above terms are incorporated by reference and are more fully explained below:

On **7/31/2023** ("Subcontract Date"), Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

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Meeting: August 17, 2023 Item 13.

Contractor Job Number: 23205
Subcontract Number: 23205-321216
Subcontract Date: 7/31/2023

CONTRACTOR: Reeves Young, LLC ("Contractor")
45 Peachtree Industrial Blvd., NW
Sugar Hill, GA 30518
Office: 770-271-1159 Fax: 770-271-5856
Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: Ryals Brothers, LLC ("Subcontractor")
PO Box 908822
Gainesville, GA 30501
Office: (678) 936-5066
Attn: Neil Wingo | Email: hereforyou@ryalsbros.com

SUBCONTRACT WORK: Asphalt Paving ("Work")

PROJECT: Cartersville Water Department Administrative Building ("Project")

PROJECT ADDRESS: 148 Walnut Grove Road SE
Cartersville,

OWNER: City of Cartersville ("Owner")

PRIME CONTRACT DATE: 11 May 2024 ("Contract")

SUBCONTRACT PRICE: \$419,799.54 ("Architect")
(Four Hundred Nineteen Thousand Seven Hundred Ninety-Nine And 54/100 Dollars) ("Price")

MONTHLY BILLING: Payment Application to be received by Contractor by the 20th of the Month ("Monthly Billing Date")

GC PAY: [X] (see Exhibit H)
(Required if checked)

RETAINED PERCENTAGE: 10% ("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS: []
(Required if checked)

LIQUIDATED DAMAGES: [X] (see paragraph 8.2)
(Imposed if checked)

DAVIS-BACON ACT PROJECT: [] (see Exhibit F)
(Required if checked)

The above terms are incorporated by reference and are more fully explained below:

On 7/31/2023 ("Subcontract Date"), Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

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Meeting: August 17, 2023 Item 13.

Contractor Job Number:	23205
Subcontract Number:	23205-329000
Subcontract Date:	7/31/2023

CONTRACTOR: **Reeves Young, LLC** (“Contractor”)
 45 Peachtree Industrial Blvd., NW
 Sugar Hill, GA 30518
 Office: 770-271-1159 Fax: 770-271-5856
 Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: **McElreath Pro Landscapes, LLC** (“Subcontractor”)
 Office: 678-207-7126
 Attn: Rob McElreath | Email: mcelreath.rob@gmail.com

SUBCONTRACT WORK: Landscaping and Irrigation (“Work”)

PROJECT: Cartersville Water Department Administrative Building (“Project”)

PROJECT ADDRESS: 148 Walnut Grove Road SE
 Cartersville,

OWNER: City of Cartersville (“Owner”)

PRIME CONTRACT DATE: 11 May 2024 (“Contract”)

SUBCONTRACT PRICE: \$169,799.75 (“Architect”)
 (“Price”)
 (One Hundred Sixty-Nine Thousand Seven Hundred Ninety-Nine And 75/100 Dollars)

MONTHLY BILLING: Payment Application to be received by Contractor by the 20th of the Month (“Monthly Billing Date”)

GC PAY: (see Exhibit H)
 (Required if checked)

RETAINED PERCENTAGE: 10% (“Retained Percentage”)

PAYMENT AND PERFORMANCE BONDS:
 (Required if checked)

LIQUIDATED DAMAGES: (see paragraph 8.2)
 (Imposed if checked)

DAVIS-BACON ACT PROJECT: (see Exhibit F)
 (Required if checked)

The above terms are incorporated by reference and are more fully explained below:

On **7/31/2023** (“Subcontract Date”), Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

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Meeting: August 17, 2023 Item 13.

Contractor Job Number:	23205
Subcontract Number:	23205-321721
Subcontract Date:	7/31/2023

CONTRACTOR: **Reeves Young, LLC** (“Contractor”)
 45 Peachtree Industrial Blvd., NW
 Sugar Hill, GA 30518
 Office: 770-271-1159 Fax: 770-271-5856
 Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: **Big Apple Services, Inc.** (“Subcontractor”)
 2370 Rockaway Industrial Blvd, NW
 Conyers, GA 30012
 Office: 678-577-0818
 Attn: Ty Ansley | Email: ty@bigapplega.com

SUBCONTRACT WORK: Pavement Markings and Signage (“Work”)

PROJECT: Cartersville Water Department Administrative Building (“Project”)

PROJECT ADDRESS: 148 Walnut Grove Road SE
 Cartersville,

OWNER: City of Cartersville (“Owner”)

PRIME CONTRACT DATE: 11 May 2022 (“Contract”)

SUBCONTRACT PRICE: \$16,000.00 (“Architect”)
 (Sixteen Thousand And 00/100 Dollars) (“Price”)

MONTHLY BILLING: Payment Application to be received by Contractor by the 20th of the Month (“Monthly Billing Date”)

GC PAY: (see Exhibit H)
 (Required if checked)

RETAINED PERCENTAGE: 10% (“Retained Percentage”)

PAYMENT AND PERFORMANCE BONDS:
 (Required if checked)

LIQUIDATED DAMAGES: (see paragraph 8.2)
 (Imposed if checked)

DAVIS-BACON ACT PROJECT: (see Exhibit F)
 (Required if checked)

The above terms are incorporated by reference and are more fully explained below:

On **7/31/2023** (“Subcontract Date”), Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

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Meeting: August 17, 2023 Item 13.

Contractor Job Number: 23205
Subcontract Number: 23205-107316
Subcontract Date: 7/31/2023

CONTRACTOR: Reeves Young, LLC ("Contractor")
45 Peachtree Industrial Blvd., NW
Sugar Hill, GA 30518
Office: 770-271-1159 Fax: 770-271-5856
Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: Softek Awnings ("Subcontractor")
3641 Clearview Parkway
Doravilla, GA 30340
Office:
Attn: Barry Tilton | Email: barry@softekawnings.com

SUBCONTRACT WORK: Canopies ("Work")

PROJECT: Cartersville Water Department Administrative Building ("Project")

PROJECT ADDRESS: 148 Walnut Grove Road SE
Cartersville,

OWNER: City of Cartersville ("Owner")

PRIME CONTRACT DATE: 11 May 2022 ("Contract")

SUBCONTRACT PRICE: \$53,200.00 ("Architect")
(Fifty-Three Thousand Two Hundred And 00/100 Dollars) ("Price")

MONTHLY BILLING: Payment Application to be received by Contractor by the 20th of the Month ("Monthly Billing Date")

GC PAY: [X] (see Exhibit H)
(Required if checked)

RETAINED PERCENTAGE: 10% ("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS: []
(Required if checked)

LIQUIDATED DAMAGES: [X] (see paragraph 8.2)
(Imposed if checked)

DAVIS-BACON ACT PROJECT: [] (see Exhibit F)
(Required if checked)

The above terms are incorporated by reference and are more fully explained below:

On 7/31/2023 ("Subcontract Date"), Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

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Meeting: August 17, 2023 Item 13.

Contractor Job Number: 23205
Subcontract Number: 23205-102000
Subcontract Date: 7/31/2023

CONTRACTOR: Reeves Young, LLC ("Contractor")
45 Peachtree Industrial Blvd., NW
Sugar Hill, GA 30518
Office: 770-271-1159 Fax: 770-271-5856
Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: Accessories Unlimited Inc. ("Subcontractor")
4581 Stonegate Industrial Blvd
Stone Mountain, GA 30083
Office: 404-298-1779
Attn: Drew Wolfe | Email: dwolfe@accunl.com

SUBCONTRACT WORK: Interior Specialties ("Work")

PROJECT: Cartersville Water Department Administrative Building ("Project")

PROJECT ADDRESS: 148 Walnut Grove Road SE
Cartersville,

OWNER: City of Cartersville ("Owner")

PRIME CONTRACT DATE: 11 May 2022 ("Contract")

SUBCONTRACT PRICE: \$188,699.00 ("Architect")
("Price")
(One Hundred Eighty-Eight Thousand Six Hundred Ninety-Nine And 00/100 Dollars)

MONTHLY BILLING: Payment Application to be received by Contractor by the 20th of the Month ("Monthly Billing Date")

GC PAY: [X] (see Exhibit H)
(Required if checked)

RETAINED PERCENTAGE: 10% ("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS: []
(Required if checked)

LIQUIDATED DAMAGES: [X] (see paragraph 8.2)
(Imposed if checked)

DAVIS-BACON ACT PROJECT: [] (see Exhibit F)
(Required if checked)

The above terms are incorporated by reference and are more fully explained below:

On 7/31/2023 ("Subcontract Date"), Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

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Meeting: August 17, 2023 Item 13.

Contractor Job Number:	23205
Subcontract Number:	23205-101400
Subcontract Date:	7/31/2023

CONTRACTOR: **Reeves Young, LLC** (“Contractor”)
 45 Peachtree Industrial Blvd., NW
 Sugar Hill, GA 30518
 Office: 770-271-1159 Fax: 770-271-5856
 Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: **Henry Graphics, Inc.** (“Subcontractor”)
 1030 Parkway Industrial Park Drive
 Buford, GA 30518
 Office: 770-932-3222
 Attn: Kim Henry | Email: khenry@henrygraphics.com

SUBCONTRACT WORK: Signage (“Work”)

PROJECT: Cartersville Water Department Administrative Building (“Project”)

PROJECT ADDRESS: 148 Walnut Grove Road SE
 Cartersville,

OWNER: City of Cartersville (“Owner”)

PRIME CONTRACT DATE: 11 May 2022 (“Contract”)

SUBCONTRACT PRICE: \$9,129.15 (“Architect”)
 (Nine Thousand One Hundred Twenty-Nine And 15/100 Dollars) (“Price”)

MONTHLY BILLING: Payment Application to be received by Contractor by the 20th of the Month (“Monthly Billing Date”)

GC PAY: (see Exhibit H)
 (Required if checked)

RETAINED PERCENTAGE: 10% (“Retained Percentage”)

PAYMENT AND PERFORMANCE BONDS:
 (Required if checked)

LIQUIDATED DAMAGES: (see paragraph 8.2)
 (Imposed if checked)

DAVIS-BACON ACT PROJECT: (see Exhibit F)
 (Required if checked)

The above terms are incorporated by reference and are more fully explained below:

On **7/31/2023** (“Subcontract Date”), Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

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Meeting: August 17, 2023 Item 13.

Contractor Job Number:	23205
Subcontract Number:	23205-096700
Subcontract Date:	7/31/2023

CONTRACTOR: **Reeves Young, LLC** (“Contractor”)
 45 Peachtree Industrial Blvd., NW
 Sugar Hill, GA 30518
 Office: 770-271-1159 Fax: 770-271-5856
 Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: **Silikal America** (“Subcontractor”)
 609B Fertilla St
 Carrollton, GA 30117
 Office:
 Attn: Todd Rice | Email: trice@silikalamerica.com

SUBCONTRACT WORK: Epoxy Flooring (“Work”)

PROJECT: Cartersville Water Department Administrative Building (“Project”)

PROJECT ADDRESS: 148 Walnut Grove Road SE
 Cartersville,

OWNER: City of Cartersville (“Owner”)

PRIME CONTRACT DATE: 11 May 2022 (“Contract”)

SUBCONTRACT PRICE: \$30,397.90 (“Architect”)
 (Thirty Thousand Three Hundred Ninety-Seven And 90/100 Dollars) (“Price”)

MONTHLY BILLING: Payment Application to be received by Contractor by the 20th of the Month (“Monthly Billing Date”)

GC PAY: (see Exhibit H)
 (Required if checked)

RETAINED PERCENTAGE: 10% (“Retained Percentage”)

PAYMENT AND PERFORMANCE BONDS:
 (Required if checked)

LIQUIDATED DAMAGES: (see paragraph 8.2)
 (Imposed if checked)

DAVIS-BACON ACT PROJECT: (see Exhibit F)
 (Required if checked)

The above terms are incorporated by reference and are more fully explained below:

On **7/31/2023** (“Subcontract Date”), Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

INDEX



Meeting: August 17, 2023 Item 13.

Contractor Job Number: 23205
Subcontract Number: 23205-099100
Subcontract Date: 7/31/2023

CONTRACTOR: **Reeves Young, LLC** ("Contractor")
45 Peachtree Industrial Blvd., NW
Sugar Hill, GA 30518
Office: 770-271-1159 Fax: 770-271-5856
Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: **Apex Painting & Decorating, Inc.** ("Subcontractor")
2360 Rockway Industrial Boulevard
Conyers, GA 30012-4323
Office: (770) 760-1525
Attn: Vicky Peppers | Email: vicky@apex-paint.com

SUBCONTRACT WORK: Painting ("Work")

PROJECT: Cartersville Water Department Administrative Building ("Project")

PROJECT ADDRESS: 148 Walnut Grove Road SE
Cartersville,

OWNER: City of Cartersville ("Owner")

PRIME CONTRACT DATE: 11 May 2022 ("Contract")

SUBCONTRACT PRICE: \$109,072.00 ("Architect")
(One Hundred Nine Thousand Seventy-Two And 00/100 Dollars)

MONTHLY BILLING: Payment Application to be received by Contractor by the 20th of the Month ("Monthly Billing Date")

GC PAY: (see Exhibit H)
(Required if checked)

RETAINED PERCENTAGE: 10% ("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS:
(Required if checked)

LIQUIDATED DAMAGES: (see paragraph 8.2)
(Imposed if checked)

DAVIS-BACON ACT PROJECT: (see Exhibit F)
(Required if checked)

The above terms are incorporated by reference and are more fully explained below:

On **7/31/2023** ("Subcontract Date"), Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

INDEX

ARTICLE 1: WORK AND CONTINUING SUBCONTRACTOR OBLIGATIONS
ARTICLE 2: PRICE



Meeting: August 17, 2023 Item 13.

Contractor Job Number:	23205
Subcontract Number:	23205-096000
Subcontract Date:	7/31/2023

CONTRACTOR: **Reeves Young, LLC** ("Contractor")
 45 Peachtree Industrial Blvd., NW
 Sugar Hill, GA 30518
 Office: 770-271-1159 Fax: 770-271-5856
 Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: **AAA Commercial Floors, Inc.** ("Subcontractor")
 512 Moreno Street
 Gainesville, GA 30501
 Office: 770-535-6671
 Attn: Thomas Winfrey | Email: thomas.winfrey@aaacommercialfloors.com

SUBCONTRACT WORK: Flooring ("Work")

PROJECT: Cartersville Water Department Administrative Building ("Project")

PROJECT ADDRESS: 148 Walnut Grove Road SE
 Cartersville,

OWNER: City of Cartersville ("Owner")

PRIME CONTRACT DATE: 11 May 2022 ("Contract")

SUBCONTRACT PRICE: \$93,875.00 ("Architect")
 (Ninety-Three Thousand Eight Hundred Seventy-Five And 00/100 Dollars) ("Price")

MONTHLY BILLING: Payment Application to be received by Contractor by the 20th of the Month ("Monthly Billing Date")

GC PAY: (see Exhibit H)
 (Required if checked)

RETAINED PERCENTAGE: 10% ("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS:
 (Required if checked)

LIQUIDATED DAMAGES: (see paragraph 8.2)
 (Imposed if checked)

DAVIS-BACON ACT PROJECT: (see Exhibit F)
 (Required if checked)

The above terms are incorporated by reference and are more fully explained below:

On **7/31/2023** ("Subcontract Date"), Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

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Meeting: August 17, 2023 Item 13.

Contractor Job Number:	23205
Subcontract Number:	23205-092000
Subcontract Date:	7/31/2023

CONTRACTOR: **Reeves Young, LLC** ("Contractor")
 45 Peachtree Industrial Blvd., NW
 Sugar Hill, GA 30518
 Office: 770-271-1159 Fax: 770-271-5856
 Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: **SCA, LLC** ("Subcontractor")
 975 Cobb Place Blvd Suite 201
 Kennesaw, GA 30144
 Office: 678-401-2851
 Attn: Shanon McDurmon | Email: shanon@sca-Contractors.com

SUBCONTRACT WORK: Framing and Drywall ("Work")

PROJECT: Cartersville Water Department Administrative Building ("Project")

PROJECT ADDRESS: 148 Walnut Grove Road SE
 Cartersville,

OWNER: City of Cartersville ("Owner")

PRIME CONTRACT DATE: 11 May 2022 ("Contract")

SUBCONTRACT PRICE: \$ 683,321.00 ("Architect")
 (Six Hundred Eighty-Three Thousand Three Hundred Twenty-One And 00/100 Dollars) ("Price")

MONTHLY BILLING: Payment Application to be received by Contractor by the 20th of the Month ("Monthly Billing Date")

GC PAY: (see Exhibit H)
 (Required if checked)

RETAINED PERCENTAGE: 10% ("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS:
 (Required if checked)

LIQUIDATED DAMAGES: (see paragraph 8.2)
 (Imposed if checked)

DAVIS-BACON ACT PROJECT: (see Exhibit F)
 (Required if checked)

The above terms are incorporated by reference and are more fully explained below:

On **7/31/2023** ("Subcontract Date"), Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

INDEX



Meeting: August 17, 2023 Item 13.

Contractor Job Number:	23205
Subcontract Number:	23205-084000
Subcontract Date:	7/31/2023

CONTRACTOR: **Reeves Young, LLC** (“Contractor”)
 45 Peachtree Industrial Blvd., NW
 Sugar Hill, GA 30518
 Office: 770-271-1159 Fax: 770-271-5856
 Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: **C2 GA LLC dba Clearvue Glass and Mirror Company** (“Subcontractor”)
 1990 Delk Industrial Blvd. #102
 Marietta, GA 30067
 Office: 404-524-5616
 Attn: Chris Copeland | Email: chris@clearvueglassatlanta.com

SUBCONTRACT WORK: Aluminum Framed Window Systems (“Work”)

PROJECT: Cartersville Water Department Administrative Building (“Project”)

PROJECT ADDRESS: 148 Walnut Grove Road SE
 Cartersville,

OWNER: City of Cartersville (“Owner”)

PRIME CONTRACT DATE: 11 May 2022 (“Contract”)

SUBCONTRACT PRICE: \$184,648.00 (“Architect”)
 (“Price”)
 (One Hundred Eighty-Four Thousand Six Hundred Forty-Eight And 00/100 Dollars)

MONTHLY BILLING: Payment Application to be received by Contractor by the 20th of the Month (“Monthly Billing Date”)

GC PAY: (see Exhibit H)
 (Required if checked)

RETAINED PERCENTAGE: 10% (“Retained Percentage”)

PAYMENT AND PERFORMANCE BONDS:
 (Required if checked)

LIQUIDATED DAMAGES: (see paragraph 8.2)
 (Imposed if checked)

DAVIS-BACON ACT PROJECT: (see Exhibit F)
 (Required if checked)

The above terms are incorporated by reference and are more fully explained below:

On **7/31/2023** (“Subcontract Date”), Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

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Meeting: August 17, 2023 Item 13.

Contractor Job Number: 23205
Subcontract Number: 23205-083300
Subcontract Date: 7/31/2023

CONTRACTOR: Reeves Young, LLC ("Contractor")
45 Peachtree Industrial Blvd., NW
Sugar Hill, GA 30518
Office: 770-271-1159 Fax: 770-271-5856
Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: Miner, Ltd. ("Subcontractor")
1607 Mountain Industrial Blvd.
Stone Mountain, GA 30083
Office: 678-730-4700
Attn: Brad Adcock | Email: brad.adcock@minercorp.com

SUBCONTRACT WORK: Overhead Doors ("Work")

PROJECT: Cartersville Water Department Administrative Building ("Project")

PROJECT ADDRESS: 148 Walnut Grove Road SE
Cartersville,

OWNER: City of Cartersville ("Owner")

PRIME CONTRACT DATE: 11 May 2022 ("Contract")

SUBCONTRACT PRICE: \$61,110.00 ("Architect")
(Sixty-One Thousand One Hundred Ten And 00/100 Dollars) ("Price")

MONTHLY BILLING: Payment Application to be received by Contractor by the 20th of the Month ("Monthly Billing Date")

GC PAY: [X] (see Exhibit H)
(Required if checked)

RETAINED PERCENTAGE: 10% ("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS: []
(Required if checked)

LIQUIDATED DAMAGES: [X] (see paragraph 8.2)
(Imposed if checked)

DAVIS-BACON ACT PROJECT: [] (see Exhibit F)
(Required if checked)

The above terms are incorporated by reference and are more fully explained below:

On 7/31/2023 ("Subcontract Date"), Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

INDEX



Meeting: August 17, 2023 Item 13.

Contractor Job Number: 23205
Subcontract Number: 23205-081000-WO
Subcontract Date: 7/31/2023

CONTRACTOR: **Reeves Young, LLC** ("Contractor")
45 Peachtree Industrial Blvd., NW
Sugar Hill, GA 30518
Office: 770-271-1159 Fax: 770-271-5856
Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: **Engineered Openings & Hardware Supply, Inc.** ("Subcontractor")
192 Anderson Circle
Alto, GA 30510
Office: (706) 776-7356
Attn: Rhonda Purcell | Email: rhonda@engineeredopenings.com

SUBCONTRACT WORK: Doors/Frames/Hardware Install ("Work")

PROJECT: Cartersville Water Department Administrative Building ("Project")

PROJECT ADDRESS: 148 Walnut Grove Road SE
Cartersville,

OWNER: City of Cartersville ("Owner")

PRIME CONTRACT DATE: 11 May 2022 ("Contract")

SUBCONTRACT PRICE: \$19,152.00 ("Architect")
(Nineteen Thousand One Hundred Fifty-Two And 00/100 Dollars) ("Price")

MONTHLY BILLING: Payment Application to be received by Contractor by the 20th of the Month ("Monthly Billing Date")

GC PAY: (see Exhibit H)
(Required if checked)

RETAINED PERCENTAGE: 10% ("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS:
(Required if checked)

LIQUIDATED DAMAGES: (see paragraph 8.2)
(Imposed if checked)

DAVIS-BACON ACT PROJECT: (see Exhibit F)
(Required if checked)

The above terms are incorporated by reference and are more fully explained below:

On **7/31/2023** ("Subcontract Date"), Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

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Meeting: August 17, 2023 Item 13.

Contractor Job Number:	23205
Subcontract Number:	23205-042000
Subcontract Date:	7/31/2023

CONTRACTOR: **Reeves Young, LLC** ("Contractor")
 45 Peachtree Industrial Blvd., NW
 Sugar Hill, GA 30518
 Office: 770-271-1159 Fax: 770-271-5856
 Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: **B & M Masonry, Inc.** ("Subcontractor")
 104 Gann Road SW
 Marietta, GA 30008
 Office: 770-421-1600
 Attn: Blake Turner | Email: blake@bmmasonryinc.com

SUBCONTRACT WORK: Masonry ("Work")

PROJECT: Cartersville Water Department Administrative Building ("Project")

PROJECT ADDRESS: 148 Walnut Grove Road SE
 Cartersville,

OWNER: City of Cartersville ("Owner")

PRIME CONTRACT DATE: 11 May 2022 ("Contract")

SUBCONTRACT PRICE: \$136,054.00 ("Architect")
 (One Hundred Thirty-Six Thousand Fifty-Four And 00/100 Dollars) ("Price")

MONTHLY BILLING: Payment Application to be received by Contractor by the 20th of the Month ("Monthly Billing Date")

GC PAY: (see Exhibit H)
 (Required if checked)

RETAINED PERCENTAGE: 10% ("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS:
 (Required if checked)

LIQUIDATED DAMAGES: (see paragraph 8.2)
 (Imposed if checked)

DAVIS-BACON ACT PROJECT: (see Exhibit F)
 (Required if checked)

The above terms are incorporated by reference and are more fully explained below:

On **7/31/2023** ("Subcontract Date"), Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

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Meeting: August 17, 2023 Item 13.

Contractor Job Number:	23205
Subcontract Number:	23205-033000
Subcontract Date:	7/31/2023

CONTRACTOR: **Reeves Young, LLC** (“Contractor”)
 45 Peachtree Industrial Blvd., NW
 Sugar Hill, GA 30518
 Office: 770-271-1159 Fax: 770-271-5856
 Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: **FC Concrete Construction LLC** (“Subcontractor”)
 1350 JFH Pkwy Suite 112
 Cartersville, GA 30120
 Office:
 Attn: Lance Howe | Email: lance@fc-concrete.com

SUBCONTRACT WORK: Concrete (“Work”)

PROJECT: Cartersville Water Department Administrative Building (“Project”)

PROJECT ADDRESS: 148 Walnut Grove Road SE
 Cartersville,

OWNER: City of Cartersville (“Owner”)

PRIME CONTRACT DATE: 11 May 2022 (“Contract”)

SUBCONTRACT PRICE: \$980,000.00 (“Architect”)
 (Nine Hundred Eighty Thousand And 00/100 Dollars) (“Price”)

MONTHLY BILLING: Payment Application to be received by Contractor by the 20th of the Month (“Monthly Billing Date”)

GC PAY: (see Exhibit H)
 (Required if checked)

RETAINED PERCENTAGE: 10% (“Retained Percentage”)

PAYMENT AND PERFORMANCE BONDS:
 (Required if checked)

LIQUIDATED DAMAGES: (see paragraph 8.2)
 (Imposed if checked)

DAVIS-BACON ACT PROJECT: (see Exhibit F)
 (Required if checked)

The above terms are incorporated by reference and are more fully explained below:

On **7/31/2023** (“Subcontract Date”), Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

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Meeting: August 17, 2023 Item 13.

Contractor Job Number: 23205
Subcontract Number: 23205-071000
Subcontract Date: 7/26/2023

CONTRACTOR: **Reeves Young, LLC** ("Contractor")
45 Peachtree Industrial Blvd., NW
Sugar Hill, GA 30518
Office: 770-271-1159 Fax: 770-271-5856
Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: **Chambless Construction Specialties, Inc.** ("Subcontractor")
1698 Sands Place, Suite A
Marietta, GA 30067
Office: 770-952-2846
Attn: Nick Chambless | Email:

SUBCONTRACT WORK: Waterproofing ("Work")

PROJECT: Cartersville Water Department Administrative Building ("Project")

PROJECT ADDRESS: 148 Walnut Grove Road SE
Cartersville,

OWNER: City of Cartersville ("Owner")

PRIME CONTRACT DATE: 11 May 2022 ("Contract")

ARCHITECT/ENGINEER: Clark Patterson Lee ("Architect")
3011 Sutton Gate Dr.
Suwanee, GA 30024

SUBCONTRACT PRICE: \$30,350.00 ("Price")
(Thirty Thousand Three Hundred Fifty And 00/100 Dollars)

MONTHLY BILLING: Payment Application to be received by ("Monthly Billing Date")
Contractor by the 20th of the Month

GC PAY: (see Exhibit H)
(Required if checked)

RETAINED PERCENTAGE: 10% ("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS:
(Required if checked)

LIQUIDATED DAMAGES: (see paragraph 8.2)
(Imposed if checked)

DAVIS-BACON ACT PROJECT: (see Exhibit F)
(Required if checked)

The above terms are incorporated by reference and are more fully explained below:



Meeting: August 17, 2023 Item 13.

Contractor Job Number:	23205
Subcontract Number:	23205-133400
Subcontract Date:	4/18/2023

CONTRACTOR: **Reeves Young, LLC** ("Contractor")
45 Peachtree Industrial Blvd., NW
Sugar Hill, GA 30518
Office: 770-271-1159 Fax: 770-271-5856
Contact/Email: Cody Winn | Email: cwinn@reevesyoung.com

SUBCONTRACTOR: **L & G Metal Buildings Consultants LLC** ("Subcontractor")
3292 Thompson Bridge Rd Suits 116
Gainesville, GA 30506
Office: 770-561-1772
Attn: Adam LeBlanc | Email: lgmbc@hotmail.com

SUBCONTRACT WORK: Pre-Engineered Metal Building ("Work")

PROJECT: Cartersville Water Department Administrative Building ("Project")

PROJECT ADDRESS: 148 Walnut Grove Road SE
Cartersville,

OWNER: City of Cartersville ("Owner")

PRIME CONTRACT DATE: 11 May 2022 ("Contract")

ARCHITECT/ENGINEER: Clark Patterson Lee ("Architect")
3011 Sutton Gate Dr.
Suwanee, GA 30024

SUBCONTRACT PRICE: \$1,474,360.00 ("Price")
(One Million Four Hundred Seventy-Four Thousand Three Hundred Sixty And 00/100)

MONTHLY BILLING: Payment Application to be received by ("Monthly Billing Date")
Contractor by the 20th of the Month

GC PAY: (see Exhibit H)
(Required if checked)

RETAINED PERCENTAGE: 10% ("Retained Percentage")

PAYMENT AND PERFORMANCE BONDS: LIQUIDATED DAMAGES: (see paragraph 8.2)
(Required if checked) (Imposed if checked)

DAVIS-BACON ACT PROJECT: (see Exhibit F)
(Required if checked)

The above terms are incorporated by reference and are more fully explained below:



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Settlement Agreement 53 Goodyear Avenue
DEPARTMENT SUMMARY RECOMMENDATION:	This insurance settlement agreement fully resolves the water damage claims at 53 Goodyear Avenue, Cartersville, GA 30120, created by our water meter installer, Utility Metering Solutions. The agreement reimburses the City's outlay to assist the tenant, and exhibit A covers the property owner and tenant's reimbursement cost. We are requesting Council approval for the Mayor and City Clerk to sign the agreement to move forward with the City's reimbursement.
LEGAL:	Reviewed by Archer & Lovell

SETTLEMENT AGREEMENT

For and in consideration of the sum of THREE THOUSAND ELEVEN AND 22/100 DOLLARS, (\$3011.22), CITY OF CARTERSVILLE (hereinafter “**Releasing Party**”), hereby RELEASES, ACQUITS, AGREES TO HOLD HARMLESS AND FOREVER DISCHARGES UTILITY METERING SOLUTIONS LLC, HUDSON EXCESS INSURANCE COMPANY and their insurers, legal representatives, present and former corporate parents, subsidiaries, employees, agents, partners, affiliates, predecessors, successors, assigns and any other person or entity for whom any of the foregoing may be legally responsible (hereinafter “**Released Parties**”) from any and all claims, liens, expenses, cost increases, property damage, reimbursement of hotel charges during the period of restoration of the loss location, demands and causes of action or suits in equity of whatsoever kind or nature, at common law, statutory or otherwise, that were repaired prior to the date of this Settlement Agreement by Released Party, done by any of the **Released Parties**, arising directly or indirectly from the of the installation of a water meter by Utility Metering Solutions, LLC, at 53 Goodyear in Cartersville, GA on 5/23/23 on account of or by reason of any occurrence, transaction, or matter which has or has not occurred prior to the date of this Agreement, including without limitation claims for damages, costs, expenses, loss of use, attorney fees or any other cost incurred now or in the future by the **Releasing Party** and any other person for whom the **Releasing Party** may be encumbered to with respect to this matter, being the incident on May 23, 2023.

The undersigned **Releasing Party** understand and acknowledge acceptance of the consideration mentioned above in addition to the full and final resolution of claims presented by Cottage Leasing, Inc., the property owner of 53 Goodyear, along with Nicholas White and Kelly Fillers, the tenants living at 53 Goodyear, attached hereto as Exhibit “A” and incorporated herein by reference, is accepted as a fair and equitable resolution of all claims and causes of action being asserted by **Releasing Party**, or which might have been asserted by **Releasing Party** or which could be asserted by **Releasing Party** in the future, or which any and all other persons who could have claims concerning the alleged occurrence which have been or could be asserted in the future, and agree that this Agreement disposes of all of the claims against the **Released Parties**.

It is AGREED and UNDERSTOOD by the undersigned **Releasing Party** that the payment of the above-mentioned sum of money in addition to the settlements of the claims for property damage are made on behalf of the **Released Parties**, and the **Released Parties** are hereby released in compromise and settlement of disputed claims and in order that such **Released Parties** may buy their peace, and such payment is in no way to be construed as an admission of liability on the part of the **Released Parties**.

WE, as part of the consideration for the payment of the above-mentioned sum and resolution of other claims noted above in favor of the City of Cartersville by the **Released Parties**, do hereby warrant and represent to the **Released Parties** that:

- (1) The undersigned is legally competent to execute this Agreement;
- (2) The undersigned has the authority to execute the release and bind the **Releasing Party** to all of the terms of this Agreement;
- (3) WE have not assigned, pledged or otherwise in any manner whatsoever sold or transferred either by instrument in writing, or otherwise, any right, title, interest or

claim which we have or may have by reason of the occurrence described above, or any matters arising out of or relating thereto;

This Agreement has been executed and delivered, and shall be construed in accordance with the applicable laws of the State of Georgia and the United States of America. This Agreement shall be binding upon and inure to the benefit of the **Released Parties** and their respective heirs, executors, administrators, assigns, successors-in-interest, predecessors-in-interest, and anyone claiming by, through, or under any one of them. Photocopy, facsimile, electronic or other copies of this Agreement and signatures shall have the same effect as an ink-signed original. The Parties to this Agreement have cooperated in the joint drafting and preparation of this Agreement.

WE, the **Releasing Party** expressly warrant and represent to the **Released Parties**, as part of the consideration for the payment of the above-mentioned sum of money, that before executing this instrument, we have considered its terms, contents, conditions and effect; that in making this settlement no promise or representation of any kind has been made to us by the **Released Parties** or anyone acting for it except as is expressly stated in this instrument. We have relied solely and completely upon our own judgment and the advice of counsel in making this settlement, and we fully understand that this is a full, complete and final release, and that the sum of money mentioned above is all the money that is to be paid to any of the **Releasing Party** by the **Released Parties** as a result of the above-described events.

CITY OF CARTERSVILLE, a Georgia
Municipal Corporation

By: _____
Matthew J. Santini, Mayor

Attest: _____
Julia Drake, City Clerk

Date: _____

[AFFIX SEAL]

EXHIBIT "A"

SETTLEMENT AND INDEMNITY RELEASE AGREEMENT

For and in consideration of the sum of NINETEEN THOUSAND SIX HUNDRED FOUR AND 34/100 DOLLARS, (\$19,604.34), COTTAGE LEASING, INC., and their respective insurers, legal representatives, present and former corporate parents, subsidiaries, employees, agents, partners, affiliates, predecessors, successors, assigns (hereinafter "**Releasing Parties**"), hereby RELEASE, ACQUITT, AGREE TO HOLD HARMLESS AND FOREVER DISCHARGE UTILITY METERING SOLUTIONS LLC, CITY OF CARTERSVILLE, HUDSON EXCESS INSURANCE COMPANY and their insurers, legal representatives, present and former corporate parents, subsidiaries, employees, agents, partners, affiliates, predecessors, successors, assigns and any other person or entity for whom any of the foregoing may be legally responsible (hereinafter "**Released Parties**") from any and all claims, liens, expenses, cost increases, delay damages, property damage, loss of use, diminution of value, loss of inventory, loss of materials or goods, contractual duties, demands, and causes of action or suits in equity of whatsoever kind or nature, at common law, statutory or otherwise, whether accrued or unaccrued, whether known or unknown, whether now existing or that might arise hereafter, for or because of any matter or thing done, omitted, or suffered to be done by any of the **Released Parties**, arising directly or indirectly from the of the installation of a water meter at 53 Goodyear in Cartersville, GA on or about 5/23/23 on account of or by reason of any occurrence, transaction, or matter which has or has not occurred prior to the date of this Agreement, including without limitation claims for damages, costs, expenses, loss of use, attorney fees or any other cost incurred now or in the future by the **Releasing Parties** and their heirs, lien holders, insurers, assigns, and any other person for whom the **Releasing Parties** may be encumbered to with respect to this matter.

The undersigned **Releasing Parties** understand and acknowledge acceptance of the consideration mentioned above is accepted as a fair and equitable resolution of all claims and causes of action being asserted by **Releasing Parties**, or which might have been asserted by **Releasing Parties** or which could be asserted by **Releasing Parties** in the future, or which any and all other persons who could have claims concerning the alleged occurrence which have been or could be asserted in the future, and agree that this Agreement disposes of all of the claims against the **Released Parties**.

It is AGREED and UNDERSTOOD by the undersigned **Releasing Parties** that the payment of the above-mentioned sum of money is being made on behalf of the **Released Parties**, and the **Released Parties** are hereby released in compromise and settlement of disputed claims and in order that such **Released Parties** may buy their peace, and such payment is in no way to be construed as an admission of liability on the part of the **Released Parties**.

WE, as part of the consideration for the payment of the above-mentioned sum by the **Released Parties**, do hereby warrant and represent to the **Released Parties** that:

- (1) The undersigned is legally competent to execute this Agreement;
- (2) The undersigned has the authority to execute the release and bind the **Releasing Parties** to all of the terms of this Agreement;
- (3) WE have not assigned, pledged or otherwise in any manner whatsoever sold or transferred either by instrument in writing, or otherwise, any right, title, interest or claim which we have or may have by reason of the occurrence described above, or any matters arising out of or relating thereto;
- (4) All expenses of any and every nature and character whatsoever incurred by the **Releasing Parties** or on their behalf, arising from the events above described are the sole responsibility of the **Releasing Parties** including but not limited to satisfaction of any and all expenses or subrogation interests.

WE, COTTAGE LEASING, INC., HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS the Released Parties, to save and indemnify them from any cost or expense whatsoever arising:

- (1) for breach or falsity of the warranties stated above; and
- (2) from any and all further claims brought or asserted hereinafter by any party whomsoever for liens, liability, costs, attorney's fees or expenses arising from any claims, injuries or damages whether caused by the sole or concurrent negligence of the Released Parties;
- (3) from any claims for payment, recoupment, reimbursement or offset for any bills, invoices, debts in any way associated with the occurrence;
- (4) from all claims released herein by or through COTTAGE LEASING, INC., by any person, entity, firm or corporation claiming by, through or under any one or more of them, or claiming by, through or under any one or more of the Releasing Parties, or as a claim for contribution, indemnity or otherwise by any third party.

This Agreement has been executed and delivered, and shall be construed in accordance with the applicable laws of the State of Georgia and the United States of America. This Agreement shall be binding upon and inure to the benefit of the Released Parties and their respective heirs, executors, administrators, assigns, successors-in-interest, predecessors-in-interest, and anyone claiming by, through, or under any one of them. Photocopy, facsimile, electronic or other copies of this Agreement and signatures shall have the same effect as an ink-signed original. The Parties to this Agreement have cooperated in the joint drafting and preparation of this Agreement.

WE, the Releasing Parties expressly warrant and represent to the Released Parties, as part of the consideration for the payment of the above-mentioned sum of money, that before executing this instrument, we have considered its terms, contents, conditions and effect; that in making this settlement no promise or representation of any kind has been made to us by the Released Parties or anyone acting for it except as is expressly stated in this instrument. We have relied solely and completely upon our own judgment and the advice of counsel in making this settlement, and we fully understand that this is a full, complete and final release, and that the sum of money mentioned above is all the money that is to be paid to any of the Releasing Parties or anyone else by the Released Parties as a result of the above-described events.

Cottage Leasing Inc
by Danny Gilreath (Pres)

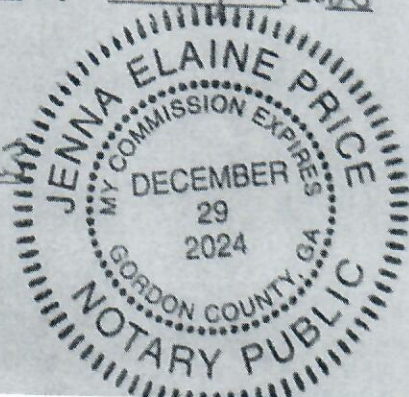
Name & Title

THE STATE OF Georgia § COUNTY OF Gordon
BEFORE ME, the undersigned authority, on this day personally appeared Danny Gilreath
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 day of July, 2023

Jenna Price
Notary Public in and for
the State of Georgia
My Commission Expires:

EXECUTED this the 31 day of July, 2023



SETTLEMENT AND INDEMNITY AGREEMENT

For and in consideration of the sum of EIGHT THOUSAND SIX HUNDRED SIXTY FOUR AND NO/100 DOLLARS, (\$8664.00), KELLY FILLERS AND NICHOLAS WHITE hereinafter (“**Releasing Parties**”), do hereby RELEASE, ACQUIT, AGREE TO HOLD HARMLESS AND FOREVER DISCHARGE UTILITY METERING SOLUTIONS LLC, CITY OF CARTERSVILLE, HUDSON EXCESS INSURANCE COMPANY and their insurers, legal representatives, present and former corporate parents, subsidiaries, representatives, employees, agents, partners, real estate managers, affiliates, predecessors, successors, assigns and any other person or entity for whom any of the foregoing may be legally responsible (hereinafter "**Released Parties**") from any and all claims, liens, contractual duties, demands, and causes of action or suits in equity of whatsoever kind or nature, at common law, statutory or otherwise, whether accrued or unaccrued, whether known or unknown, whether now existing or that might arise hereafter, for or because of any matter or thing done, omitted, or suffered to be done by any of the **Released Parties**, arising directly or indirectly from an incident arising out of the installation of a water meter at 53 Goodyear in Cartersville, GA on or about 5/23/23 on account of or by reason of any occurrence, transaction, or matter which has occurred or not occurred prior to the date of this Agreement, including without limitation claims for damages, costs, loss of use, attorney fees, or any other damage or loss incurred in the past, now or in the future by the **Releasing Parties** and their heirs, lien holders, insurers, assigns, and any other person for whom the **Releasing Parties** may be encumbered to with respect to this matter.

The undersigned **Releasing Parties** understand and acknowledge acceptance of the consideration mentioned above is accepted as a fair and equitable resolution of all claims and causes of action being asserted by **Releasing Parties**, or which might have been asserted by **Releasing Parties** or which could be asserted by **Releasing Parties** in the future, or which any and all other persons who could have claims concerning the alleged occurrence which have been or could be asserted in the future, and agree that this Agreement disposes of all of the claims against the **Released Parties**.

It is AGREED and UNDERSTOOD by the undersigned **Releasing Parties** that the payment of the above-mentioned sum of money is being made on behalf of the **Released Parties**, and the **Released Parties** are hereby released in compromise and settlement of disputed claims and in order that such **Released Parties** may buy their peace, and such payment is in no way to be construed as an admission of liability on the part of the **Released Parties**.

I, as part of the consideration for the payment of the above-mentioned sum by the **Released Parties**, do hereby for myself, my heirs, legal representatives and assigns, expressly warrant and represent to the **Released Parties** that:

- (1) I am legally competent to execute this Agreement;
- (2) I have the authority to execute the release and bind myself to all of the terms of this Agreement;
- (3) I have not assigned, pledged or otherwise in any manner whatsoever sold or transferred either by instrument in writing, or otherwise, any right, title, interest or claim which I have or may have by reason of the occurrence described above, or any matters arising out of or relating thereto except to my attorney;
- (4) All expenses of any and every nature and character whatsoever incurred by me or on my behalf, arising from the events above described are my sole responsibility including but not limited to satisfaction of any and all repair costs, remediation expense or subrogation interests including but not limited to payments made by a third party, insurer or anyone else on my behalf.

This Agreement has been executed and delivered, and shall be construed in accordance with the applicable laws of the State of Georgia and the United States of America. This Agreement shall be binding upon and inure to the benefit of the Released Parties and their respective heirs, executors, administrators, assigns, successors-in-interest, predecessors-in-interest, and anyone claiming by, through, or under any one of them. Photocopy, facsimile, electronic or other copies of this Agreement and signatures shall have the same effect as an ink-signed original.

The undersigned Releasing Parties hereby warrants that out of the proceeds paid herein, the undersigned will satisfy any and all unpaid or unsatisfied contractors for costs or repair. The undersigned Releasing Parties will indemnify and hold harmless the Released Parties from any and all claims, losses, damages, demands, actions, causes of action and all liability whatsoever, including but not limited to costs, attorneys' fees or judgments which might arise from an unpaid or unsatisfied lien, judgment/settlements, bills, claim or otherwise.

I, by my signature below expressly warrant and represent to the Released Parties, as part of the consideration for the payment of the above-mentioned sum of money, that before executing this instrument, I have fully informed myself of its terms, contents, conditions and effect; that in making this settlement no promise or representation of any kind has been made to me by the Released Parties or anyone acting for it except as is expressly stated in this instrument. I have relied solely and completely upon my own judgment in making this settlement, and I fully understand that this is a full, complete and final release, and that the sum of money mentioned above is all the money that is to be paid to me or anyone else by the Released Parties as a result of the above-described events.

[Signature]
Kelly Fillers

7/28/23
Date

[Signature]
Nicholas White

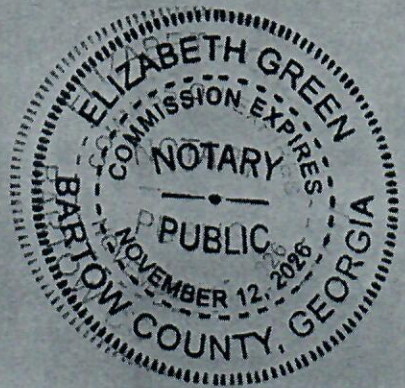
7-28-23
Date

THE STATE OF Georgia § COUNTY OF Bartow
BEFORE ME, the undersigned authority, on this day personally appeared Kelly Fillers and Nicholas White known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of July, 2023

[Signature]
Notary Public in and for
the State of Georgia
My Commission Expires:

EXECUTED this the 28th day of July, 2023



Computer Check Cleared

No

Check Num

22026

Check Date

08/07/2023

Meeting: August 17, 2023 Item 14.

Pay to the Order of

Cottage Leasing, Inc.

Nineteen Thousand Six Hundred Four and 34/100 dollars

Address

PO Box 7

Attn: Danny Gilreath

Rydel GA 30171

Memo

Full and final settlement of all claims

Direct1 Direct1

195

Computer Check Cleared No

Check Num 22025

Check Date 08/07/2023

Pa *Meeting: August 17, 2023 Item 14.*

Pay to the Order of Kelly Fillers

Eight Thousand Six Hundred Sixty Four and 00/100 dollars

Address 53 Goodyear Ave.
Cartersville GA 30120

Memo Full and final settlement of all claims

Direct1 Direct1

196



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Johnson Controls Memorandum of Understanding (MOU)
DEPARTMENT SUMMARY RECOMMENDATION:	The proposed MOU (Memorandum of Understanding) with Johnson Controls, Inc is to perform a preliminary business case analysis that projects the financial benefits of energy efficient facility improvement measures and operational savings projects. Johnson Controls will bear the entire cost to develop and present the preliminary business case analysis. Approval will be obtained before any identified project is pursued. We are seeking Council's approval for the Mayor and City Clerk to sign the agreement to move forward with the analysis.
LEGAL:	Reviewed by Archer & Lovell



August, 1, 2023

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) confirms the interest of **City of Cartersville, GA (COC)** in developing with **Johnson Controls, Inc., (JCI)** a Preliminary Business Case Analysis that projects the financial benefits of an energy efficient facility improvement measures and operational savings project. The subject of the analysis is further defined below. This MOU will allow for the exchange of information for preliminary engineering and assessment activities to be performed that will lead towards a Business Case Analysis validating consideration of a comprehensive Investment Grade Audit.

This Preliminary Business Case Analysis is a focused investment of time by JCI and COC to determine the potential for the application of best practices for facility wide energy conservation measures, operational improvements, deferred maintenance programs, and technology investments that will make a positive contribution to the broader mission and goals of City of Cartersville financial and operational initiatives. This MOU will also identify the anticipated outcomes of the analysis and the roles and responsibilities of each party in developing the Preliminary Business Case Analysis.

Johnson Controls will perform this exploratory study at no cost to COC.

COC OBJECTIVES – To investigate a comprehensive solution that will include, but is not limited to, the following:

- Energy efficient upgrades for district facilities.
 - LED lighting retrofits.
 - Mechanical equipment upgrades.
 - Building controls improvements.
 - Water conservation opportunities.
 - Building envelope improvements.
- Solar PV implementation, data tracking, grid export value, and battery storage.
- General facility needs/Infrastructure concerns.

JOHNSON CONTROLS OBJECTIVES - The Preliminary Business Case Analysis will investigate and assess the following:

- Items as noted in “COC Objectives” listing above.
- Identification of capital improvement measures in conjunction with the degree to which increased energy and operating efficiencies can self-fund capital improvement measures.
- Evaluate potential savings of reduced operational and maintenance costs subsequently driven by identified efficiency improvements.
- Review facilities capital projects plan and planned expansions/retrofits.

Page 1

BUSINESS CASE ANALYSIS DELIVERABLES - Once JCI has completed the assessment described above, JCI will provide COC with the following deliverables:

- List of potential infrastructure improvement measures
- Estimated energy and operational savings with general payback measures.
- Financial cash flow analysis scenarios.
- Recommended next steps.

PROCESS - To enable both parties to evaluate the potential benefits of this solution without excessive investment by JCI, or any speculative commitment by COC, a process of progressive investment and commitment shall be undertaken. This process shall be as follows:

- Co-author a **Timeline** that defines each process step with specific milestone dates. (See the Timeline Attachment - "Business Process Timeline").
- Jointly develop a **Preliminary Business Case Analysis**. This Analysis shall list the desired scope of preliminary infrastructure improvement measures and compare the financial merits of an alternate approach against the current situation.

EFFECT OF MEMORANDUM OF UNDERSTANDING – This MOU is not intended to be, nor should it be construed as, a legally binding agreement obligating either party to proceed with any project considered during the Preliminary Business Case Analysis. However, both parties intend to be bound by the confidentiality provisions contained herein. Both JCI and COC agree to keep all information exchanged and shared confidential to the extent permitted by law.

The output of the preliminary analysis, as a part of this MOU, is intended to act as a guideline for understanding the scope and size of a potential project. It is not intended to act as a design document for sizing, purchasing, or installation of any equipment or program.

OBLIGATIONS OF City of Cartersville, GA - COC will work with JCI in a diligent and timely manner, to develop the **Preliminary Business Case Analysis**. Additionally, there shall be open disclosure of information required to make an accurate assessment including:

- Historical energy usage and billing for previous 12-24 months.
- Operating budgets for past 12-24 months.
- Access to available mechanical and electrical building drawings.
- Access to relevant buildings in which JCI visits shall be guided by COC personnel.

OBLIGATIONS OF JOHNSON CONTROLS, INC. - JCI will work with COC in a diligent, professional, and timely manner to develop & present the **Preliminary Business Case Analysis**.

JCI agrees to bear the entire costs to develop and present the Preliminary Business Case Analysis, including the cost of the financial and technical evaluation, travel and lodging of JCI personnel, and providing adequate and qualified resources and professional experts as necessary.

CONFIDENTIALITY - This agreement creates a confidential relationship between JCI and COC. Both parties acknowledge that while performing this agreement, each will have access to confidential information, including but not limited to systems, services or planned services, suppliers, data, financial information, computer software, processes, methods, knowledge, ideas, marketing

promotions, current or planned activities, research, development, and other information relating to the other party ("Proprietary Information"). Except as authorized in writing or, where disclosure is required by law, both parties agree to keep all Proprietary Information confidential. JCI may only make copies of Proprietary Information necessary for performing its services. Notwithstanding the foregoing, JCI acknowledges that the COC's disclosure of documentation is governed by Georgia's Open Records Act, and JCI further acknowledges that, if JCI submits to COC records containing trade secret information and if JCI wishes to keep such records confidential, JCI must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets.

Upon cessation of services, termination, or expiration of this agreement, or upon either party's request, whichever is earlier, both parties will return all such information and all documents, data, and other materials in their control that contain or relate to such Proprietary Information. Any records, documents, data or other materials which are considered to be public records under Georgia law, shall be retained for the time period required in accordance with Georgia law.

JCI and COC understand that this is a confidential project and agree to keep and maintain confidentiality regarding its undertaking of this project to the extent permitted by law. JCI shall coordinate its services only through the designated customer representative and shall provide information regarding this project to only those persons approved by COC. JCI will be notified in writing of any changes in the designated customer representative.

Both Parties are in agreement with the intent outlined by this Memorandum.

Acceptance: **City of Cartersville, GA**

Acceptance: **Johnson Controls, Inc.**

Name

Title

Date

Name

Title

Date

Business Process Timeline

Step	Milestone	Duration	Owner
Kickoff Meeting – Confirm BCA Buildings & Scope	8/15/2023	1 hour	JCI & COC
Provide Data & Access to COC Facilities & Systems	8/18/2023	2 weeks	JCI & COC
Complete Facility and Systems Preliminary Analysis	9/15/2023	1 Month	JCI
Present Business Case Analysis to COC Leadership & Staff Confirm Implementation Contract Structure and Financing Mechanism.	11/28/2023	2 hours	JCI & COC
Initiate Investment Grade Audit – Execute Via Sourcewell Cooperative Contract	12/15/2024	3 Months	JCI & COC
JCI to Present Investment Grade Audit to COC BOC	3/26/2024	2 hours	JCI
Execute Implementation Agreement via Sourcewell Cooperative Contract	4/27/2025	N/A	JCI & COC
Construction Begins	5/30/2024	TBD	JCI

Selected Buildings

- All City Owned Facilities to be Evaluated.
 - List to be provided by COC Leadership

Requested Information from COC:

- Operating and Capital Budget for past 12-24months
- Actual utility expense totals, sample bills, and service contracts for the past 12-24months.
- Access to facility and personnel most knowledgeable of operations and current conditions.
- Access to available mechanical and electrical building drawings.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administrative
AGENDA ITEM TITLE:	Firing Range Facility Architectural and Engineering Services
DEPARTMENT SUMMARY RECOMMENDATION:	This is the proposal for architectural and engineering services between the City of Cartersville and CPL for the renovation/replacement of the Police Department's firing range facility. We are requesting Council's approval to enter into the final agreement.
LEGAL:	Reviewed by Archer & Lovell



August 11, 2023 rev 1

Freddy L. Morgan, MBA, CRPF
Assistant City Manager
City of Cartersville

via email: fmorgan@cityofcartersville.org
o 770.387.5672

Re: Professional Planning, Architectural Design and Engineering Services
New Firearms Training Facility

Dear Freddy:

On behalf of the design professionals of CPL, please accept our letter agreement to provide professional services for the above-referenced project.

SCOPE

CPL will lead a project stakeholder group assembled by the city to develop a program, conceptual site and building design and estimate of probable cost. The programming phase will include on-site and/or virtual interviews with police leadership, staff, and other stakeholders identified by the city to gain a comprehensive understanding of the needs for the facility.

TASKS AND COMPENSATION

Due Diligence	\$ 26,105.00
Boundary and Top Survey, Utilities, Stormwater Flood Plain Investigation CODE and Ordinance Reviews Range Standards and Equipment Identification Survey of Existing Site and Facilities	
Planning and Programming	\$ 8,280.00
Workshop (one day) with Project Stakeholders Group Coordination with Authorities Having Jurisdiction Preliminary Presentation (1)	
Master Planning	\$ 10,120.00
Conceptual Site and Building Plans Coordination with Authorities Having Jurisdiction Preliminary Presentation (1)	
Deliverables	\$ 11,040.00
Comprehensive Estimate of Probable Cost Project Summary Narrative Preliminary Project Schedule & Phasing Final Presentation (1) / Presentation Drawings	
Expenses	\$ 1,500.00
Total	\$ 55,205.00



F. Morgan, MBA, CRPF
ACM - City of Cartersville
11 August 2023 rev 1 | Page 2 of 4

SCHEDULE

The schedule is estimated to be under 90 days, which is consistent with the effort anticipated to provide a quality work product, pending scope confirmation at project kickoff.

TERMS AND CONDITIONS

This Letter Agreement shall be administered in accordance with the Terms and Conditions listed in Exhibits "A" and "B", attached hereto.

This document, together with the exhibits identified herein, constitutes the entire in respect to the services offered and may only be modified in writing signed by both parties. If this agreement satisfactorily sets forth your understanding of the arrangement, please sign one copy of the agreement in the space provided below and return it for our records and our Notice to Proceed. This agreement will be open for acceptance for sixty days from the date of the letter.

Please do not hesitate to contact us if you have any questions or require any additional information. We are passionate about community projects and look forward to working with you.

Sincerely,
The CPL Team

Mayor date

K. Scott Gordon, AIA, NCARB, LEEDap
Vice President, Principal in Charge

City Clerk date

Enclosures: Exhibit A – Terms and Conditions
Exhibit B – Unit Rates

Cc B. Starks, CPL
File



F. Morgan, MBA, CRPF
ACM - City of Cartersville
11 August 2023 rev 1 | Page 3 of 4

EXHIBIT A TERMS AND CONDITIONS

1. **CPL ARCHITECTS, ENGINEERS, LANDSCAPE ARCHITECT AND SURVEYOR D.P.C (P.C)** dba **CPL** shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth below.

2. All documents including Drawings and Specifications prepared by CPL are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to CPL; and Client shall indemnify and hold harmless CPL from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL.

3. Client agrees to additionally compensate CPL for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than CPL.

4. Construction cost estimates prepared by CPL represent CPL's best judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.

5. If requested by Client or if required by the scope of services of the Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

6. Surveying will be provided as stated in the Agreement. Replacement of survey markers resulting from contractor disturbance or vandalism will be on an hourly basis.

7. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, transportation in connection with the Project, and other out of pocket expenses will be reimbursed to CPL by Client at cost plus 10% or at a lump sum rate or as a lump sum as defined in the terms of the proposal.

8. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Statements will be based upon CPL's time of billing. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement therefore, the amounts due CPL shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, CPL may, after giving 7 days' written notice to Client, suspend services under this Agreement until CPL has been paid in full all amounts due CPL are collected through an attorney or collection agency, Client shall pay all fees and costs of collection.

9. This Agreement may be terminated by either party upon 7 days written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is cancelled. In the event of termination, CPL shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.

10. This Agreement shall be governed by the laws of the State Georgia in Bartow County, Georgia. ~~Liability shall be limited to the amount of the fees paid for professional services.~~

11. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of CPL toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

12. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.



EXHIBIT B
 CPL Standard Billing Rates | 2023

Billing Role	Rate	Rate
Principal Architect	\$270.00	- \$306.00
Principal Engineer	\$270.00	- \$306.00
Principal Consultant	\$180.00	- \$204.00
Project Manager	\$180.00	- \$204.00
Senior Planner	\$165.00	- \$187.00
Senior Engineer MEP	\$165.00	- \$187.00
Landscape Architect	\$165.00	- \$187.00
Senior Engineer Civil/Structural	\$150.00	- \$170.00
Senior Interior Designer	\$150.00	- \$170.00
Planner	\$135.00	- \$153.00
Project Architect	\$135.00	- \$153.00
Project Engineer MEP	\$135.00	- \$153.00
Project Engineer Civil/Structural	\$120.00	- \$136.00
Resident Observer	\$120.00	- \$136.00
Interior Designer	\$105.00	- \$119.00
Junior Planner	\$90.00	- \$102.00
Junior Engineer	\$90.00	- \$102.00
Junior Draftsperson	\$90.00	- \$102.00
Clerical Administrative	\$75.00	- \$85.00
Municipal Services		
Building Plans Examiner	\$150.00	- \$170.00
Building Inspector	\$135.00	- \$153.00
Building Official	\$135.00	- \$153.00
Senior Code Enforcement Officer	\$120.00	- \$136.00
Soil and Erosion Control Supervisor	\$120.00	- \$136.00
Soil and Erosion Control Inspector	\$105.00	- \$119.00
Permit Technician	\$75.00	- \$85.00

Subconsultant(s) and Expenses at Cost + 10 %



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Contracts for Performing Services
DEPARTMENT SUMMARY RECOMMENDATION:	The City has supported the Etowah Bush School for a couple of years through funding of \$8,000 for services that benefit our community, like Historic Register Designation, the Civil Rights Trail, and promotion of Virtual/Audio Walking Tour, and a few other areas. I recommend approval of funding for the Etowah Bush School through our hotel/motel tax funds.
LEGAL:	The original contract was reviewed by Archer & Lovell.

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA
CITY OF BARTOW

THIS AGREEMENT made this ____ day of _____, 20____, between the **CITY OF CARTERSVILLE, GEORGIA**, a municipal corporation of the State of Georgia, (hereinafter referred to as “City”) and **ETOWAH BUSH SCHOOL and ONLY IN CARTERSVILLE BARTOW TOURISM**, (hereinafter collectively referred to as “Contractee”).

WITNESSETH:

WHEREAS, pursuant to the City of Cartersville Charter Article I, Section 1.03 (h) and (x), the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants; and

WHEREAS, the Mayor and City Council of the City of Cartersville deems it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants; and

WHEREAS, City and Bartow County desire to commit \$8,000.00 each, for the development of the following for the community: 1) Historic Register Designation, 2) Civil Rights Trail, 3) Virtual/Audio Walking Tour, 4) Digital Repository of Archival Materials, 5) Shared Calendar and 6) Local Partnerships.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. City agrees to provide Contractee \$8,000.00 (Eight Thousand Dollars) for the 2023-2024 year, from the city’s Hotel/Motel Tax Funds it receives to be used as specified herein.
2. Contractee agrees it will provide the following services:
 - a. Historic Register Designation: Research and complete applications for all eligible districts and historic sites not listed on the National Register of Historic Places. This list includes:
 - i. George Washington Carver Park;
 - ii. Camp Pine Acres;
 - iii. Summer Hill District (Summer Hill School, Brotherhood Lodge, Mt. Zion MBC, St. Luke A.M.E. Church);
 - iv. Black Pioneers Cemetery (Euharlee);
 - v. St. James A.M.E. Church (Cassville); and
 - vi. Queen Chapel Methodist Church Cemetery (Kingston).

- b. Civil Rights Trail: Advocate and submit application for Civil Rights Trail designation for GWC Park and Camp Pine Acres.
- c. Virtual/Audio Walking Tour: Create a virtual audio walking tour for the first 9 sites on the AAHT in Downtown Cartersville. The audio of the tour will be comprised of various local community members who frequented the downtown area between the years of 1940 through the late 1960's.
- d. Digital Repository of Archival Material: Create an easily accessible digital repository that allows the public access to documents, photographs, and artifacts related to each site on African American Heritage Trail. Currently, there is not a central location where these items are properly scanned, identified, organized, and digitized.
- e. Shared Calendar: A focus on creating a shared calendar between open and operating sites that will allow the ability to efficiently address the requests for walking and driving tours via the Only in Cartersville Bartow website.
- f. Local Partnerships: A focus on creating and maintaining relationships with local partners, such as and not limited to, Art in Bartow, Black Bartow, Noble-Hill Wheeler Memorial Center, Etowah Valley Historical Society, etc. in fostering a community partnership in the pursuit of historical and cultural tourism.

3. Contractee shall report quarterly to the City regarding the expenditure of the funds and certify that it is expending the funds in compliance with all State and Federal requirements. The Contractee may be required to provide reports in certain formats if required.

4. The Contractee shall provide various financial information to the City, including but not limited to:

- a. The Contractee shall also comply with all provisions of the "Georgia Security and Immigration Compliance Act" (O.C.G.A. § 13-10-91 and O.C.G.A. § 50-36-1) and the Immigration Reform and Control Act of 1986 (8 USC § 1621 (c)) and to provide the required documentation regarding said compliance, said documentation being attached hereto as "Exhibit A" and made a part of the official contract documents.
- b. Other various forms of financial documents as may be required.

5. Contractee shall not discriminate against any recipient of services provided through this funding because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical or mental disability.

6. Contractee acknowledges that it is functioning as an independent Contractee in the performance of work under this Agreement. The City shall not direct the time, method or manner of the work performed.

7. This contract shall be for the term as of April 1, 2023, through and including March 31, 2024.

8. Either party may terminate this Agreement at any time with at least 90 days' notice.

9. If the funds provided herein to Contractee, exceeds 33 $\frac{1}{3}$ of their annual budget, Contractee must comply with the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et. seq. and the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq.

10. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

11. Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

12. All notices and accounting request should be sent to the following:

For the City: City Manager, City of Cartersville
P. O. Box 1390
Cartersville, GA 30120

For the Contractee: Etowah Bush School
c/o Only in Cartersville Bartow Tourism
PO Box 200397
Cartersville, GA 30120

Only in Cartersville Bartow Tourism
PO Box 200397
Cartersville, GA 30120

13. The foregoing constitutes the entire agreement of the parties, superseding any verbal discussions, and it shall only be modified in writing.

[REMAINDER OF PAGE LEFT BLANK – SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto set their hands and affixed their seals this the date first above written.

CITY:

CITY OF CARTERSVILLE, Georgia, a municipal corporation of the State of Georgia

Attest:

By: _____
Julia Drake, City Clerk

By: _____
Matthew J. Santini

[AFFIX SEAL]

CONTRACTEE:

ETOWAH BUSH SCHOOL

By: _____
Alexis Carter-Callahan,
Historical Consultant

ONLY IN CARTERSVILLE BARTOW
TOURISM

By: _____
Steven Shumacher, President



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Amendment and Restatement of the 1967 Retirement Plan
DEPARTMENT SUMMARY RECOMMENDATION:	This ordinance amendment and restatement will allow the city to move our plan assets for the 1967 Pension Plan to the Georgia Municipal Employees Benefit System (GMEBS) to allow them to manage our pension plan assets and provide the monthly benefits to city retirees. Moving to GMEBS is a win for the city as it reduces our costs to maintain the defined benefit plan offered to our employees hired before January 1, 2017. Upon second reading, I recommend approval of these amendments.
LEGAL:	Reviewed by Archer & Lovell

I. ORDINANCE NO.

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 16 – PERSONNEL. ARTICLE II. – EMPLOYEE BENEFITS. DIVISION 2. RETIREMENT PLAN. SEC. 16-151. Adopted; short title; definition. is hereby amended by adding a new paragraph (f):

Section 1.

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

(1) The Retirement Plan for the Employees of the City of Cartersville, Georgia is hereby amended and restated as set forth in and subject to the terms and conditions stated in the Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement and the ordinances contained therein, as well as any future amendments approved by the Mayor and City Council which are kept on file in the Office of the City Clerk

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

Section 2. The effective date of this Ordinance shall be the date of its approval.

Section 3. All Ordinances and parts of ordinances in conflict herewith are expressly repealed

Section 4. It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this Ordinance may be renumbered and/or alphabetized accordingly to accomplish such intention.

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

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

Attest:

City Clerk

(SEAL)

Approved:

Mayor

City Attorney

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for
Cartersville (Plan I)

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

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I. AN ORDINANCE

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

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

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

Ordinance continued on page 37

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT

1. ADMINISTRATOR

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

2. ADOPTING EMPLOYER

Name: **City of Cartersville, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and City Council**
Address: **P.O. Box 1390, 1 N. Erwin Street, Cartersville, Georgia 30120**
Phone: **770-387-5616**
Facsimile:

4. PLAN REPRESENTATIVE

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

Name: **City Manager**
Address: **P.O. Box 1390, 1 N. Erwin Street, Cartersville, Georgia 30120**
Phone: **770-387-5616**
Facsimile:

5. PENSION COMMITTEE

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

The Pension Committee shall be composed of five members, three of whom shall be participating Eligible Regular Employees who shall be elected as follows: one from the Police and Fire Departments; one from the Gas, Electric and Water and Sewer Departments; and one from the Community Development, Public Works, City Clerk, Garage, Parks and Recreation, Finance, and Administration Departments. The elected members of the Pension Committee shall serve three-year staggered terms or until their successors are elected. The other two members shall be the City Manager and the City Finance Director, whose terms shall be equivalent to their employment in those capacities. An election for membership shall be held on the Tuesday after the first Monday in November of every year for one Committee member.

Pension Committee Secretary: Assistant City Manager
Address: P.O. Box 1390, 1 N. Erwin Street, Cartersville, Georgia 30120
Phone: 770-387-5616
Facsimile:

6. TYPE OF ADOPTION

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

- This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (check one or more as applicable):
 - To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
 - To make the following amendments to the Adoption Agreement (must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

7. EFFECTIVE DATE

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

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

The effective date of this Plan is _____.
(insert effective date of this Adoption Agreement not earlier than January 1, 2013).

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

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be **September 1, 2023** (insert effective date of this Adoption Agreement not earlier than January 1, 2013). This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on **January 1, 1967** (insert original effective date of preexisting plan).

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

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

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

The Employer's first Adoption Agreement became effective _____ (insert effective date of Employer's first GMEBS Adoption Agreement). The Employer's GMEBS Plan was originally effective _____ (insert effective date of Employer's original GMEBS Plan). (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's

non-GMEBS Plan was originally effective _____ (if applicable, insert effective date of Employer's original non-GMEBS Plan).

8. PLAN YEAR

Plan Year means (check one):

- Calendar Year
- Employer Fiscal Year commencing July 1.
- Other (must specify month and day commencing): _____.

9. CLASSES OF ELIGIBLE EMPLOYEES

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

A. Eligible Regular Employees

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

- ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ALL REGULAR EMPLOYEES EXCEPT** for the following employees (must specify; specific positions are permissible; specific individuals may not be named): Eligible Regular Employees initially employed or reemployed on or after January 1, 2017.

B. Elected or Appointed Members of the Governing Authority

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

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

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

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

(2) Municipal Legal Officers (check one):

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

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

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

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

- No minimum
- 20 hours/week (regularly scheduled)
- 30 hours/week (regularly scheduled)
- Other: **32 hours/week (regularly scheduled)** (must not exceed 40 hours/week regularly scheduled)

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

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

Minimum hour requirement applicable to excepted Regular Employees:

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

B. Months Per Year (Regular Employees)

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

- No minimum
- At least **12** months per year (regularly scheduled)

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

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

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

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

11. WAITING PERIOD

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

12. ESTABLISHING PARTICIPATION IN THE PLAN

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

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

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

13. CREDITED SERVICE

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

A. Credited Past Service with Adopting Employer

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

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

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

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ (**insert date**).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows (**must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): All Service as a participant in the City’s pre-GMEBS plan (“Original Plan”) in effect prior to the date the Eligible Employee becomes a Participant in the City’s GMEBS Plan, which took effect September 1, 2023, shall be credited. Service with the City that was not credited under the City’s pre-GMEBS plan in effect on August 31, 2023, will not be credited; provided, however, that such a Participant shall have an opportunity to purchase Credited Service for service during the pre-GMEBS plan’s waiting period (as described in subparagraph 16(a)(ii) of the General Addendum), in accordance with and subject to the provisions of the Service Credit Purchase Addendum to this Adoption Agreement.**
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) **Previously Employed, Returning to Service after Original Effective Date.**

If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but he returns to Service with the Adopting Employer sometime after the Effective Date, his Service prior to the date he becomes a Participant (including any Service prior the Effective Date) shall be treated as follows (**check one**):

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after his return to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): Participants will have an opportunity pursuant to the provisions of the Service Credit Purchase Addendum, to purchase Credited Service under the Plan with respect to their service as an "Employee" (as described in subparagraph 16(a)(ii) of the General Addendum) before they satisfied the waiting period as described in subparagraph 16(a)(ii) of the General Addendum. A Participant who does not purchase said Credited Service during the window described in the Service Credit Purchase Addendum will not receive Credited Service with respect to their service with the City during the waiting period, notwithstanding any provision to the contrary.**

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

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

B. Prior Military Service

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

(1) Credit for Prior Military Service.

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Master Plan. Except as otherwise required by federal or state law or under

"Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

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

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

(2) Maximum Credit for Prior Military Service.

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

(3) Rate of Accrual for Prior Military Service.

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

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

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

- Participants shall **not** be required to pay for military service credit.
- Participants shall be required to pay for military service credit as follows:
 - The Participant must pay _____% of the actuarial cost of the service credit (as defined below).
 - The Participant must pay an amount equal to (**must specify in a manner that satisfies the definite written program requirement of Treasury**

Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): _____.

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

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

C. Prior Governmental Service

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

(1) Credit for Prior Governmental Service.

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

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

(2) Definition of Prior Governmental Service.

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

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

(3) Maximum Credit for Prior Governmental Service.

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

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

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

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

(5) Payment for Prior Governmental Service Credit.

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

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

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

(1) Credit for Unused Paid Time Off.

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

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

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

- Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility)**.
- The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:
 - Unused sick leave
 - Unused vacation leave
 - Unused personal leave
 - Other paid time off **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(2) Minimum Service Requirement.

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

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

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

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

(4) Maximum Credit for Unused Paid Time Off.

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

(5) Computation of Unused Paid Time Off.

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

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

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

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

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

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

Eligible Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): **Vested police and fire personnel as defined in General Addendum subsection 16(d). See also General Addendum subsection 16(d) regarding Early Retirement based on the 50 & 20 Alternative Normal Retirement qualification for Vested police and fire personnel and Vested former police and fire personnel.**

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

- Attainment of age **50** (insert number)
- Completion of **5** years (insert number) of Total Credited Service as a Participant in this Plan while employed as police and/or fire personnel

B. Normal Retirement Qualifications

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

(1) Regular Employees

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

- Attainment of age **65** (insert number)
- Completion of **10** years (insert number) of Total Credited Service **See General Addendum subsection 16(e) regarding calculation of Total Credited Service for benefit eligibility purposes.**
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**): all Participants only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

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

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

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

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

following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

(2) Elected or Appointed Members of Governing Authority

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

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

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

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

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

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

following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

C. Alternative Normal Retirement Qualifications

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

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

- (1) Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).
- (2) **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**
 - Attainment of age **55** (insert number)
 - Completion of **25** years (insert number) of Total Credited Service **See General Addendum subsection 16(e) regarding calculation of Total Credited Service for benefit eligibility purposes.**
 - In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**): all Participants only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

This alternative normal retirement benefit is available to:

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

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

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2)**)

and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): _____.

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

(5) Other Alternative Normal Retirement Benefit.

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

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

This alternative normal retirement benefit is available to:

- All Participants who qualify.

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

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

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

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

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): Attainment of age 50 and completion of at least 20 years of Total Credited Service. See General Addendum subsection 16(e) regarding calculation of Total Credited Service for benefit eligibility purposes.

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

This alternative normal retirement benefit is available to:

- All public safety employee Participants who qualify.
- Only the following public safety employee Participants (**must specify - specific positions are permissible; specific individuals may not be named**): Vested Police and fire personnel and Vested former police and fire personnel, as defined in General Addendum subsection 16(d), provided they have at least five (5) years of Credited Service as a Participant in this Plan while employed as police and fire personnel.

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

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

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

D. Disability Benefit Qualifications

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

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

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

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

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

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

- not limited.
- limited to _____ years for all Participants.
- limited to _____ years for the following classes of Eligible Regular Employees:

- All Eligible Regular Employees.
- Only the following Eligible Regular Employees: _____.
- limited to _____ years as an elected or appointed member of the Governing Authority.
- limited to _____ years as a Municipal Legal Officer.
- Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of (check and complete one or more as applicable):

- (a) **Flat Percentage Formula. 2% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. See General Addendum paragraph 16(a)(ii) concerning service during the waiting period.**

This formula applies to:

- All Participants who are Regular Employees.
- Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.
- (b) **Alternative Flat Percentage Formula. _____% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.**
- (c) **Split Final Average Earnings Formula. _____% (insert percentage) of Final Average Earnings up to the amount of Covered Compensation (see subsection (2) below for definition of Covered Compensation), plus _____% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.**

This formula applies to:

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

- (d) **Alternative Split Final Average Earnings Formula.** _____ % (insert percentage) of Final Average Earnings up to the amount of **Covered Compensation** (see subsection (2) below for definition of **Covered Compensation**), plus _____% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants.
- Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]

(2) Covered Compensation (complete only if Split Formula(s) is checked above):

Covered Compensation is defined as (check one or more as applicable):

- (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Master Plan. This definition of Covered Compensation shall apply to (check one):
 - All Participants who are Regular Employees.
 - Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

- (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Master Plan. This definition of Covered Compensation shall apply to (check one):
 - All Participants who are Regular Employees.
 - Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

- (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Master Plan. This definition of Covered Compensation shall apply to (check one):
 - All Participants who are Regular Employees.
 - Only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

- (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$_____ (specify amount). This definition shall apply to (check one):

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

(3) Final Average Earnings

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the _____ (**insert number not to exceed 60**) consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose. **See General Addendum Section 7.**

This definition of Final Average Earnings applies to:

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

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

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

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

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

This formula applies to:

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

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

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

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

- (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:
 - All Participants.
 - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): Participants who Retire early using the 55 & 10 Early Retirement qualification in Section 14(A) above. See also General Addendum subsection 16(d) regarding the reduction applicable to Participants who have at least five (5) years of Credited Service while employed as police and fire personnel or former police and fire personnel and apply for Early Retirement based on the 50 & 20 Alternative Normal Retirement qualification.

Alternative Early Retirement Reduction Table

<u>Number of Years Before Age 65</u> (check as applicable)	<u>Percentage of Normal Retirement Benefit*</u> (complete as applicable)
<input checked="" type="checkbox"/> 0	1.000
<input checked="" type="checkbox"/> 1	0.970
<input checked="" type="checkbox"/> 2	0.940
<input checked="" type="checkbox"/> 3	0.910
<input checked="" type="checkbox"/> 4	0.880
<input checked="" type="checkbox"/> 5	0.850
<input checked="" type="checkbox"/> 6	0.790
<input checked="" type="checkbox"/> 7	0.730
<input checked="" type="checkbox"/> 8	0.670
<input checked="" type="checkbox"/> 9	0.610
<input checked="" type="checkbox"/> 10	0.550
<input type="checkbox"/> 11	0.____
<input type="checkbox"/> 12	0.____
<input type="checkbox"/> 13	0.____
<input type="checkbox"/> 14	0.____
<input type="checkbox"/> 15	0.____

*Interpolate for whole months

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

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

E. Monthly Disability Benefit Amount

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

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

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

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

F. Minimum/Maximum Benefit For Elected Officials

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

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

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

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

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

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

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

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

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

- (b) The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan. However, the

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

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

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

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

B. Cost Of Living Adjustment

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

- (1) No cost-of-living adjustment.
- (2) Variable Annual cost-of-living adjustment not to exceed _____% (insert percentage).
- (3) Fixed annual cost-of-living adjustment equal to _____% (insert percentage).

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

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

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

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

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

- No vesting schedule (immediate vesting).**
- Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of **10** years (**insert number not to exceed 10**) of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum. (**See General Addendum subsection 16(e) regarding calculation of Total Credited Service for Vesting purposes**)
- Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule (**insert percentages**):

COMPLETED YEARS OF TOTAL CREDITED SERVICE	VESTED PERCENTAGE
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

Exceptions: If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

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

Vesting Schedule for excepted class (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

B. Elected or Appointed Members of the Governing Authority

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

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

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

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

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

Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions (**check one**):

- The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Master Plan.
- The Participant must have _____ years (**insert number**) of Total Credited Service.
- Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

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

- Total Credited Service accrued prior to the date of the Participant's death.
- Total Credited Service accrued prior to the date of the Participant's death, plus (**check one**): one-half (1/2) _____ (**insert other fraction**) of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. (**See Master Plan Section 8.02(b) regarding 10-year cap on additional Credited Service.**)

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

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

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

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

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

B. Terminated Vested Death Benefit

(1) Complete this Section only if the Employer offers a terminated vested death benefit. The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following terminated vested death benefit (**check one**):

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

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

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

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

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

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

- Are not required.
- Are required in the amount of ____% (insert percentage) of Earnings for all Participants.
- Are required in the amount of **3.1%** (insert percentage) of Earnings for Participants in the following classes (must specify - specific positions are permissible; specific individuals may not be named): **All Participants except police and fire personnel or former police and fire personnel as defined in General Addendum subsection 16(d).**
- Are required in the amount of **4.1%** (insert percentage) of Earnings for Participants in the following classes (must specify - specific positions are permissible; specific individuals may not be named): **All Participants who are police and fire personnel or former police and fire personnel as defined in General Addendum subsection 16(d).**

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

(2) Pre-Tax Treatment of Employee Contributions. If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects (check one):

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

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

- Interest shall not be paid. **But see General Addendum subsection 16(i) concerning rate of interest in the event of failure to exhaust or pre-retirement death.**
 - Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.
 - Other rate of interest **(must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):**
-

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

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

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

21. TERMINATION OF THE ADOPTION AGREEMENT

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

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

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

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

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

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

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

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

Authorization for Amendments. Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the volume submitter practitioner who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013,

Georgia Municipal Association, Inc., serves as the volume submitter practitioner for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

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

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

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

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

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

AN ORDINANCE (continued from page 1)

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

Section 3. The effective date of this Ordinance shall be the date of its approval.

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

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

Attest:

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

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

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

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary

**SERVICE CREDIT PURCHASE
ADDENDUM TO THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT**

This is an Addendum to the Adoption Agreement completed by the City of Cartersville, Georgia. It modifies the Adoption Agreement to provide for service credit purchases for eligible Participants in the Retirement Plan for the Employees of the City of Cartersville, in accordance with and subject to the following requirements:

- (1) **Service Credit Purchase; Eligibility Requirements.** Subject to any conditions specified in Section 13.B. or 13.C. of the Adoption Agreement and in this Service Credit Purchase Addendum, Participants in this Plan who are actively employed on or after September 1, 2023, may purchase credit under this Plan for the Participant’s full-time Service with the City during the participant’s “waiting period” (i.e., from the Participant’s date of hire as an Eligible Employee until the date on which the Participant commenced participation in the Plan). The purchase of prior service credit is permitted but not required under this Plan. Such purchases will be allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance that the Pension Committee Secretary or GMEBS deem appropriate.

- (2) **Use of Purchased Service Credit.** Subject to any conditions or limitations provided in this Addendum, service credit purchased hereunder will be counted as Credited Service for purposes of (check all that apply):
 - computing the amount of benefits payable under the Plan;
 - meeting the minimum service requirements for vesting under the Plan;
 - meeting the minimum service requirements for benefit eligibility under the Plan.

- (3) **Application to Purchase Service Credit.** A Participant who meets the eligibility requirements specified in paragraph (1) above and who wishes to purchase eligible service credit as described in paragraph (1)

above may apply for such purchase by completing and submitting to the Pension Committee Secretary an application form provided for that purpose. Participants will be responsible for providing the Pension Committee Secretary with any information or documentation that the Pension Committee Secretary deems necessary to establish that the Participant's service is eligible for purchase under paragraph (1) above.

- (4) **Window Period for Application.** In order to purchase service credit, eligible Participants may submit the service credit purchase application during the period of October 1, 2023 – November 30, 2023, and October 1, 2024 – November 30, 2024. If a Participant does not submit a completed application to purchase service credit within the designated window period, the Participant will not be permitted to purchase service credit. As a precondition for approval of his or her application, the Participant will be responsible for providing the Pension Committee Secretary with any additional information or documentation that the Pension Committee Secretary deems necessary to establish that the Participant's service is eligible for purchase under paragraph (1) above. Notwithstanding any provision herein to the contrary, no Participant may apply for or purchase prior service credit after his or her termination of employment.
- (5) **Review by Pension Committee Secretary.** Within 30 days after the end of the application period, the Pension Committee Secretary will review the Participant's application to purchase service credit and will determine whether the application should be accepted. Upon approval of an application by the Pension Committee Secretary, the Pension Committee Secretary will certify on the application the number of years and months of prior service that are eligible for purchase under paragraph (1) above.
- (6) **Fee for Cost Study.** As a precondition for approval of the application to purchase service credit, and prior to the commencement of any cost study, Participants may be required by the Employer to pay all or a portion of the GMEBS actuarial cost study fee(s) associated with determining the cost to purchase the Participant's eligible service credit. Any portion of the fee that the Participant is not required to pay will be paid by the Employer.
- (7) **Actuarial Study to Determine Cost of Purchase.** In the event that a cost study has not been undertaken prior to the Participant's submission of a

completed application to purchase service credit, if the Participant's application to purchase is approved by the Pension Committee Secretary, a cost study will be undertaken as soon as reasonably practicable after the application has been approved, in order to determine the actuarial cost relating to the Participant's prior service that is eligible for purchase.

- (8) **Lump Sum Payment Required Within 120 Days.** Upon completion of the cost study, the Pension Committee Secretary will notify the Participant of the lump sum amount required to purchase prior service credit, as reflected in the cost study. Within 120 days of receiving this notice or of receiving notice of the Pension Committee's approval of the Participant's application to purchase service credit, whichever is later, the Participant shall remit said lump sum amount in the form and manner required by paragraphs (9)-(11) below, the Pension Committee Secretary, and GMEBS. The Participant may remit less than the full lump amount necessary to purchase all of the prior service credit which is eligible for purchase, in which case the percentage of service credit awarded will be equal to the percentage of the full amount remitted. The Pension Committee Secretary shall have the authority to extend the 120-day time period for payment of lump sum amounts required to purchase service credit if, for reasons outside the control of the Participant, payment cannot be made within the 120-day period. However, the time limit for payment will not be extended any later than an additional 120 days and in no event may a Participant make such payment after his or her termination of employment.
- (9) **Method of Payment.** To the extent permitted by the Internal Revenue Code and regulations issued thereunder, the lump sum amount referred to in paragraph (8) above may be paid via one or more of the following sources: (1) a direct trustee-to-trustee transfer from a 401(a) qualified retirement plan, a governmental 457(b) deferred compensation plan or a 403(b) tax sheltered annuity; (2) a qualified rollover from a governmental 457(b) plan, 403(b) tax-sheltered annuity plan, 401(a) qualified plan, 403(a) annuity plan, or a 408(a) or 408(b) individual retirement account or annuity (traditional IRA); or (3) a lump sum contribution of after-tax funds. Participants shall be solely responsible for effecting the payment referred to herein. Participants will not be permitted to purchase credit via payroll deduction.

- (10) **Limitation on Amount of Lump Sum Payment.** If the lump sum amount referred to in paragraph (8) is paid via any method other than as described under paragraph (9)(1) or (9)(2) above, then the Participant shall not be permitted to contribute to the Plan in any calendar year an amount which exceeds any applicable limit specified in Internal Revenue Code Section 415.
- (11) **IRC 415, Other Limitations.** Notwithstanding any other provision of the Adoption Agreement or this Addendum to the contrary, the Plan will not accept and shall return without interest any contribution or portion of a contribution made to purchase service credit if such contribution would result in a violation of the applicable limitations established under Internal Revenue Code Section 415(b), (c), or (n) or any other provision of law or the Plan, or if it is later determined that the Participant's prior service is not eligible for purchase, and any prior service credit attributable to said contribution or portion of a contribution will be forfeited.
- (12) **Return of Contributions.** Contributions made to purchase prior service credit shall be used to fund retirement and death benefits payable under the Plan relating to such credit. Contributions shall not otherwise be refundable to the Participant or any other person, except as otherwise provided in this paragraph (12) or in Section 13.06 or 18.04 of the Master Plan Document (concerning failure to exhaust or termination of the Plan, respectively). Participants (check one):
- will not be permitted to withdraw contributions made to purchase prior service credit upon termination of employment (Participants must be vested to purchase prior service credit).
 - will not be permitted to withdraw contributions made to purchase prior service credit upon termination of employment, unless they are not vested upon termination (Participants are not required to be vested to purchase prior service credit).
 - will be permitted to withdraw contributions made to purchase service credit upon termination of employment, subject to the provisions of Section 13.03(c) of the Master Plan Document concerning the effect of withdrawal. For purposes of determining the amount of any refund of contributions made to purchase service credit, said contributions shall be credited with interest at

0% (but see General Addendum subsection 16(i) concerning the rate of interest in the event of failure to exhaust), subject to any limitations on the crediting of interest in Section 13.03(c) of the Master Plan Document.

- will be permitted to withdraw contributions made to purchase service credit upon termination of employment, subject to the following conditions for repayment (must describe):**

Note: Partial withdrawal of employee contributions is not permitted. If the Participant withdraws contributions made to purchase service credit, the Participant will forfeit any and all service credit and/or benefits attributable to such purchase for all purposes.

(13) Repayment Upon Reemployment. If the Participant returns to employment with the Employer after having withdrawn his contributions made to purchase prior service credit, the Participant (check one):

- not applicable (withdrawal not permitted).**
- will not be permitted to re-purchase said service credit upon reemployment.**
- will be permitted to re-purchase said service credit upon reemployment, based on the actuarial cost of such service credit, taking into account the additional actuarial cost of any benefit enhancements adopted prior to reemployment pursuant to paragraph (14) below, provided that the Participant makes application for such re-purchase within [insert time limit] after reemployment and provided the Participant effects payment for such re-purchase in accordance with and subject to the provisions of this Addendum within [insert time limit] after the application is approved.**
- will be permitted to re-purchase said service credit upon reemployment, subject to the following conditions for repayment (must describe other repayment method): A Participant who returns to employment with the City after having withdrawn Contributions made to purchase prior**

service credit shall be subject to the applicable provisions of Section 13.03(d) and (e) of the Master Plan concerning repayment of Employee Contributions for the purpose of restoring Credited Service under this Plan that was previously forfeited by virtue of the Participant's withdrawal of Employee Contributions, provided, that the period of time between the Participant's Termination of employment and the Participant's date of reemployment is less than or equal to five (5) years. If a Participant returns to employment more than five (5) years after his or her most recent Termination of employment, the Participant will not be eligible to repay withdrawn Employee Contributions or restore previously forfeited Credited Service under the Plan.

- (14) **Definition of Actuarial Cost.** The cost to purchase qualifying prior service credit shall be determined based upon the actuarial cost of said prior service credit. In applying the provisions of the Adoption Agreement and this Service Credit Purchase Addendum, the term "actuarial cost of prior service credit" means:
- the actuarial accrued liability relating to such prior service as determined by the GMEBS actuary and calculated using the actuarial assumptions and methods established for this purpose in the funding policy adopted by the GMEBS Board of Trustees.
 - Other (must specify other method of determining actuarial cost for this purpose): _____.

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

Attest: CITY OF CARTERSVILLE, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

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

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

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary

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

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

*****Item (1) of pre-approved Addendum - Not Applicable*****

(2) Discontinuance of participation in the Plan by one or more Departments or classes of Employees (for amendment of Adoption Agreement only - see Section 9 of Adoption Agreement):

- (a) Employees Initially Employed on or after January 1, 2017, Do Not Participate in DB Plan; Eligible Regular Employees Participating in This Plan before January 1, 2017, Remain in This Plan unless Later Reemployed - Eligible Regular Employees who were employed with the City and were participating in this Plan as of December 31, 2016, will remain in this Plan (“Cartersville GMEBS Plan I”), subject to the eligibility requirements of this Plan, and except as otherwise provided in subsections 2(b) and (c) and Section 14 below concerning the effect of becoming reemployed. Any Employee who is initially employed or reemployed by the City on or after January 1, 2017, will not participate in this Plan with respect to service on or after the date of such initial employment or reemployment.**
- (b) Eligible Regular Employees as of December 31, 2016; Effect of Later Termination & Reemployment - If an Eligible Regular Employee who is employed with the City as of December 31, 2016, later Terminates employment and becomes reemployed by the City on or after January 1, 2017, said Employee will not be eligible to participate in this Plan with respect to his/her service and earnings with the City on or after said reemployment date. In addition, the Employee’s eligibility for Retirement and pre-retirement death benefits and the amount of any benefits payable under this Plan with respect to the Employee’s Service with the City prior to said reemployment date will be determined in accordance with the applicable terms of this Plan in effect as of the Employee’s most recent Termination date preceding the date on which he or she is first reemployed on or after January 1, 2017, and the Employee’s Credited Service and Final Average Earnings with the City as of said Termination date. Service and earnings**

after said reemployment date will not be taken into account for any purpose under this Plan (e.g., for purposes of becoming Vested under this Plan, meeting benefit eligibility requirements, or computing amount of benefits payable under this Plan). See also Section 14 of this Addendum regarding Frozen Plan Provisions.

- (c) **Former Employees Reemployed on or after January 1, 2017** - If a former Employee of the City who was not employed with the City as of December 31, 2016, is reemployed by the City after December 31, 2016, the Employee will not be eligible to participate in this Plan with respect to his or her service and earnings with the City on or after the date on which he or she is reemployed. The Employee's eligibility for Retirement and pre-retirement benefits and the amount of any benefits payable under this Plan, if any, with respect to the Employee's Service with the City prior to said reemployment date will be determined in accordance with the applicable terms of this Plan in effect as of the date of the Employee's most recent Termination from the City preceding the date on which he or she is first reemployed on or after January 1, 2017, and the Employee's Credited Service and Final Average Earnings with the City as of said Termination date. Service and earnings with the City after said reemployment date will not be taken into account for any purpose under this Plan (e.g., for purposes of becoming Vested under this Plan, meeting benefit eligibility requirements, or computing amount of benefits payable under this Plan). See also Section 14 of this Addendum regarding Frozen Plan Provisions.

*****Items (3) through (5) of pre-approved Addendum - Not Applicable*****

- (6) **Modified Definition of Earnings.** For purposes of determining any Employee contributions and Final Average Earnings, Earnings as defined in Section 2.26 of the Master Plan shall be modified as follows (check all that apply):

- (a) excluding overtime pay.
- (b) excluding bonuses.
- (c) excluding holiday pay (specify type of excluded earnings).
- (d) including perquisites or allowances for use of a car or house rent.

(e) including severance payments; provided that the following limitations shall apply (must specify):

_____.

(f) including _____ (specify type of included earnings).

This definition of Earnings applies to (check one):

All Participants.

Only the following Participants (must specify): Overtime and bonus payments are excluded with respect to all Participants. Holiday pay is excluded with respect to police and fire personnel as defined in subsection 16(d) below.

NOTE: The Employer is responsible for providing any and all documentation to the Administrator relating to payments that are included in the definition of Earnings pursuant to this Section, including but not limited to the amount(s) paid and the date of such payment(s).

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

(7) Modified Definition of Final Average Earnings. Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the 36 (insert number not to exceed 60) consecutive months of (check one): Credited Service, employment, during the last 120 (insert number not to exceed 120) consecutive month period preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to (check one):

All Participants.

Only the following Participants (must specify):_____.

[Repeat above subsection as necessary.]

*****Items (8) through (13) of pre-approved Addendum - Not Applicable*****

(14) Frozen Plan Provisions (for amendment of Adoption Agreement only – see Section 9 of Adoption Agreement regarding Classes of Eligible Employees):

(a) **Plan Freeze - The Plan is "frozen" effective as of January 1, 2017 (specify date). The Plan shall be subject to all provisions of the Adoption Agreement and Master Plan, except as otherwise provided herein, and the Employer shall continue to maintain the Plan's qualified status. The Plan shall be frozen, as follows (check as applicable):**

(i) **The Plan shall be frozen with respect to the following class(es) of Eligible Employees (one or more as applicable):** all Participants; all Eligible Regular Employees; Members of the Governing Authority; Municipal Legal Officers; other (must specify): **All Regular Employees who are initially employed or become reemployed on or after January 1, 2017.**

(ii) **Active Participants in the affected class(es) of Eligible Employees as of the freeze effective date shall be vested in their normal retirement benefits accrued as of the effective date of the freeze to the extent funded notwithstanding any provision of the Adoption Agreement to the contrary.**

(iii) **Employees who are (check all that apply):** employed by the Employer or in office as of _____ (specify date), first employed on or after **January 1, 2017** (specify date), first take office on or after _____ (specify date), reemployed on or after **January 1, 2017** (specify date), return to office (following a vacation of office) on or after _____ (specify date), shall not be eligible to participate in the Plan on or after **the date on which**

they are initially employed or reemployed, as applicable (specify date).

(iv) With respect to Employees designated in paragraph (iii) above, earnings on or after the date on which they are initially employed or reemployed, as applicable (specify date) shall not be taken into account for purposes of the Plan.

(v) The Employees designated in paragraph (iii) above shall not be credited with Service for the Employer on or after the date on which they are initially employed or reemployed, as applicable (specify date) for purposes of (check all that apply): computing the amount of benefits payable; meeting minimum service requirements for participation and vesting; meeting minimum service requirements for benefit eligibility under the Plan.

(vi) The following additional provisions shall apply as a result of the freeze (must specify): _____.

(b) Restoration Following Plan Freeze - The Plan has been "frozen" since _____ (specify freeze date). Effective _____ (specify date), the Plan shall be reactivated in accordance with and subject to the following provisions (check as applicable):

(i) The Plan shall cease to be frozen with respect to the following class(es) of Eligible Employees (one or more as applicable): all Participants; all Eligible Regular Employees; Members of the Governing Authority; Municipal Legal Officers; other (must specify): _____.

(ii) Employees (check all that apply): employed by the Employer and/or in office as of _____ (specify date), first employed on or after _____ (specify date), first took office on or after _____ (specify date), reemployed on or _____

after _____ (specify date), returned to office (following a vacation of office) on or after _____ (specify date), shall be eligible to commence or re-commence participation in the Plan (as applicable) with respect to Service on or after _____ (specify date), provided they otherwise meet the eligibility requirements for participation under the Plan.

- (iii) With respect to the Employees designated in paragraph (ii) above, Earnings on or after _____ (specify date) shall be taken into account for purposes of the Plan.

- (iv) The Employees designated in paragraph (ii) above shall receive credit for Service for the Employer on or after _____ (specify date) for purposes of (check all that apply): computing the amount of benefits payable; meeting minimum service requirements for participation and vesting; meeting minimum service requirements for benefit eligibility under the Plan, provided the Employee met the minimum hour requirement and other eligibility requirements for recognition of Credited Service under the Plan.

- (v) Former Employees who are reemployed and/or return to office as Eligible Employees after _____ (specify date) will receive credit for Service with the Employer on or after _____ (specify date) for purposes of (check all that apply): computing the amount of benefits payable; meeting minimum service requirements for participation and vesting; meeting minimum service requirements for benefit eligibility under the Plan, provided the Employee meets the minimum hour requirement and other eligibility requirements for recognition of Credited Service with respect to said period under the Plan, and provided the

Employee satisfies any applicable Plan requirements with respect to his break in Service.

- (vi) **The following additional provisions shall apply as a result of restoration following the freeze (must specify): _____.**

*****Item (15) of pre-approved Addendum - Not Applicable*****

(16) **Other** (May include, but shall not be limited to, provisions relating to Master Plan Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01, and 9.02) (must specify):

(a) **Plan Background.** This is a continuation of the “City of Cartersville Pension Plan” (“Plan” or “Original Plan”), which originally became effective January 1, 1967, and has been amended from time to time. Effective September 1, 2023, the City of Cartersville transferred administration of the City of Cartersville Pension Plan and all assets in the trust fund of the City of Cartersville Pension Plan to GMEBS. All rights and benefits of Participants who Terminated employment prior to September 1, 2023, shall be determined solely by the provisions in effect as of their respective Termination dates unless otherwise specifically provided herein.

(i) **Plan Freeze; Relationship with City of Cartersville 2017 Pension Plan.** Effective January 1, 2017, this Plan was frozen such that Employees initially employed or reemployed on or after such date were not permitted to participate in the Plan. Instead, such Employees participated in the “City of Cartersville 2017 Pension Plan” (“2017 Plan”), subject to the eligibility requirements and other conditions of said plan. Credited Service and Earnings under the 2017 Plan shall not count for the purpose of calculating benefits under the Original Plan but shall count for the purposes of satisfying the requirements for Vesting and benefit eligibility under the Original Plan.

(ii) **Waiting Period prior to July 1, 2023.** Prior to July 1, 2023, each Employee who satisfied the eligibility requirements for participation in this Plan (i.e., any person initially employed or reemployed by the City on a regular full-time basis before January 1, 2017, who was not thereafter reemployed) became a Participant in the Plan after satisfying the Plan’s waiting period. On or after September 1, 2001, an employee became a Participant in the Plan on the first day of the month coinciding with or next following the date on which he or she had completed six (6) consecutive months of employment with the City, provided that such Employee

was at least 18 years of age. Prior to September 1, 2001, an employee became a Participant in the Plan on the first day of the month coinciding with or next following the date on which he or she had completed one year of employment with the City, provided that such Employee was at least 21 years of age. For purposes of this subparagraph, “employment” is deemed to have begun on the first day of the month if the Employee commenced working on or before the first non-holiday weekday of the month as indicated by the City’s employment policy. Participants described herein shall have a one-time opportunity to purchase Credited Service with respect to their service as an Employee during the waiting period. Otherwise, Participants will not receive Credited Service under the Plan for their employment during the waiting period (e.g., service during the waiting period will not otherwise count for the purpose of benefit computation). However, see subsection 16(e) below concerning determination of Vesting and benefit eligibility for Participants who commenced participation in the Plan prior to July 1, 2023. See also Service Credit Purchase Addendum.

- (b) **Transfer of Assets and Administration.** Administration of this Plan was transferred to GMEBS effective September 1, 2023, with the express intent that a minimum of 85% of Plan assets be transferred to GMEBS no later than September 11, 2023, with the remainder of the Plan’s assets, less the amount of any outstanding checks, to be transferred to GMEBS no later than October 10, 2023, to allow GMEBS to make Retirement benefit payments to Retired Participants (and their beneficiaries) on October 1, 2023, and each month thereafter. The trustee, custodian, fund administrator, third party administrator, and other employees or agents of the City of Cartersville who were responsible for the administration of the City's Plan immediately prior to September 1, 2023, are authorized and directed to take any and all reasonably necessary actions to effect the transfer of at least 85% of Retirement Plan assets to GMEBS by September 11, 2023, and the remainder (less the amount of any outstanding checks) by October 10, 2023.

- (i) **Required Data.** On or before September 1, 2023, the City of Cartersville will provide (or will ensure its employees or agents provide) GMEBS with records and information reasonably requested or necessary to facilitate the timely transfer of plan administration (plan administration will include the payment of current retirees and beneficiaries in pay status as of October 1, 2023). Information and records to be provided include, but are not limited to the following concerning active Participants, Terminated Vested Participants, Retired Participants and beneficiaries: name, address, social security number, birth date, years and months of credited service for Vesting and benefit eligibility purposes, years and months of credited service for benefit computation purposes, 36-month Earnings history, Employee Contribution history and equity account balances, accrued monthly Normal Retirement benefits, beneficiary designation forms, Retirement applications, and direct deposit forms, tax withholding forms, and 1099 tax reporting information for current retirees and beneficiaries.

- (ii) **Treatment of Terminated Vested Participants and Retired Participants.** In particular with respect to Vested Participants who Terminated prior to September 1, 2023, but had not Retired as of such date, the City will ensure GMEBS is provided with a listing indicating the amount of each such Terminated Vested Participant's accrued Normal Retirement benefit and Normal Retirement eligibility date. Retirement benefits for said Terminated Vested Participants will be paid based upon said information in accordance with the Retirement benefit payment options (including factors used to determine benefit reductions associated with survivor beneficiaries and/or early retirement benefits, and factors used to determine Actuarial Equivalent amounts) available under the GMEBS Master Plan or the City's pre-GMEBS plan document, as applicable, in effect as of each said Participant's effective Retirement date. See also subsection 16(c) below regarding treatment of Terminated Vested Participants.

- (iii) **Continuation of Benefits for Retirees (and Their Beneficiaries) in Pay Status as of September 1, 2023.** Benefits will continue be paid to Retired Participants (and their beneficiaries, if applicable) in pay status prior to September 1, 2023, in accordance with the form of benefit payment required or selected by the Retired Participant under the applicable terms of the retirement plan governing their Retirement benefits, and based upon the benefit payment amounts determined prior to September 1, 2023, and furnished to GMEBS.
- (iv) **Effect of Failure to Timely Transfer Assets.** Notwithstanding any provision to the contrary, the terms of this paragraph shall apply in the event the City fails to liquidate (or have liquidated) all assets invested in the City of Cartersville Pension Plan trust fund immediately prior to September 1, 2023, and transfer (or have transferred) at least 85% of such liquidated assets to the GMEBS Retirement Trust by September 11, 2023. In such event, the City (or its third-party administrator, as applicable), and not GMEBS, will be responsible for processing and distributing all October 1, 2023, benefit payments under the Plan to Participants (and their beneficiaries) in pay status as of such date. Thereafter, the City (or its third-party administrator, as applicable) shall remain responsible for processing benefit payments under the Plan until the first day of the first month that begins at least 20 days after the date on which at least 85% of the liquidated assets described in this paragraph 16(b)(iv) have been transferred to GMEBS. GMEBS shall otherwise be responsible for administering the Plan effective September 1, 2023, including but not limited to processing Retirement benefit applications and requests for death benefits and determining the amounts of any benefits newly payable under the Plan, and will notify the City of the amounts of any benefits which become newly payable after September 1, 2023, and until the date on which GMEBS assumes responsibility for processing benefit payments. The City (or its third-party administrator, as applicable) shall process

payments of any benefits which become newly payable after September 1, 2023, until the date GMEBS assumes responsibility for processing benefit payments (i.e., the first day of the first month that begins at least 20 days after the date on which at least 85% of the liquidated assets described in this paragraph 16(b)(iv) have been transferred to GMEBS) in accordance with the information provided by GMEBS.

- (v) **September 1, 2023, Benefit Payments.** Notwithstanding any provision to the contrary, the City, and not GMEBS, shall make Retirement benefit payments to Retired Participants (and their beneficiaries) on September 1, 2023, prior to the transfer of assets to the GMEBS Retirement Trust Fund. Further, the City, and not GMEBS shall issue any necessary tax forms (e.g., Form 1099-R) relating to benefits paid pursuant to the Plan from January 1, 2023 – September 1, 2023. GMEBS shall issue any necessary tax forms (e.g., Form 1099-R) relating to benefits paid pursuant to the Plan from October 1, 2023 – December 31, 2023.

- (c) **Administration of Benefits to Terminated Vested Participants Who Terminated Prior to September 1, 2023; Insufficient Information Relating to Calculation of Benefits under Prior Plan.** Recognizing that documentation by previous plan administrators of the accrued benefits of Participants who Terminated prior to September 1, 2023, may not provide adequate information relating to the computation of Retirement benefits under the Plan for GMEBS to accurately determine a Participant’s Vested status, eligibility for benefits, or the amount of a Participant’s monthly Retirement benefit, as applicable, the following provisions shall govern the administration of Retirement benefits with respect to a Participant who Terminated employment with the City prior to September 1, 2023 (i.e., the effective date of the City’s first GMEBS Plan) and who applies for Retirement benefits on or after such date.
 - (i) GMEBS shall accept the City’s determination regarding whether a Participant who Terminated prior to September 1, 2023, was deemed Terminated Vested as of such date,

provided, however, that in the event the City deemed such a Participant not Vested and information is subsequently presented suggesting that such Participant was Vested, GMEBS shall, in its sole discretion determine whether said Participant was Vested upon his or her Termination prior to September 1, 2023.

- (ii) Where sufficient information necessary for GMEBS to compute such a Participant's benefit is available, including applicable prior plan documents, GMEBS will compute the Participant's Retirement benefits in accordance with such plan documents and supporting information.

- (iii) Where sufficient information necessary to compute such a Participant's benefit is not available, if the accrued benefits of such a Participant were calculated by the plan administrator in place at the time of the Participant's termination, and GMEBS has written documentation of such calculation, GMEBS will administer Retirement benefits, as applicable, to the Participant in accordance with the greater of:
 - (A) The prior administrator's calculation of the Participant's Retirement benefits, applying the GMEBS Retirement factors and the Plan's Early Retirement factors (if applicable) in effect at the time of the Participant's Retirement to determine the monthly Retirement benefit amount payable to the Participant; or
 - (B) GMEBS's calculation of the Participant's Retirement benefits, using the terms of the GMEBS Plan in effect at the time of the Participant's Retirement, including the benefit formula, the definition of Final Average Earnings and any applicable factors.

- (iv) Where sufficient information necessary to compute such a Participant's benefits is not available and GMEBS does not have documentation of a prior administrator's calculation of the accrued benefits of such a Participant, GMEBS will apply the terms of the GMEBS Plan in effect at the time of

the Participant’s application for Retirement benefits, including the benefit formula, the definition of Final Average Earnings and any applicable factors, to calculate the Participant’s Retirement benefits.

(v) In the event information relating to such a Participant’s Earnings necessary to compute Retirement benefits is insufficient or unavailable, salary information obtained from the Social Security Administration, or other information provided by the City as Earnings, will be used as a proxy to determine the Participant’s Final Average Earnings. The City and/or the Participant will be responsible for obtaining Earnings information necessary to compute Retirement benefits under the Plan and providing such information to GMEBS.

(vi) In the event such a Participant dies before Retirement benefits commence, the Participant’s designated beneficiary shall receive a lump sum payment equal to the Participant’s Employee Contributions, plus interest accrued until the date of the Participant’s death at the rate of 4% per annum. For purposes of this paragraph, the term “designated beneficiary shall mean the Participant’s surviving Spouse, if any, and the term “surviving” shall mean surviving the Participant by at least 32 days. In the event there is no designated beneficiary, the aforementioned lump sum payment shall be made to the Participant’s estate.

(d) Early Retirement for Vested Police and Fire Personnel. A Participant with at least five (5) years of Credited Service as a Participant in this Plan while employed as police and fire personnel, who is Vested under the Plan, and is at least 50 years of age but has not attained 20 years of Total Credited Service may apply for Early Retirement based on the “50 & 20” Alternative Normal Retirement qualification in Section 14(C)(6) of the Adoption Agreement. Such a Participant’s monthly Retirement benefit will be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced by seven percent (7%) a year for each year in which the Participant’s Termination date precedes the date on which the Participant

would have attained 20 years of Total Credited Service. For purposes of this subsection 16(d), as well as Sections 14(A), 14(C)(6) and 19(1) of the Adoption Agreement, “police and fire personnel” shall mean an employee in the City’s police and/or fire department and “former police and fire personnel” shall mean a Participant who was previously employed in the City’s police and/or fire department. For the avoidance of doubt, such terms shall include, but shall not be limited to, employees who provide (or who provided) administrative services within the police and/or fire department.

- (e) **Determination of Credited Service for Purposes of Vesting and Benefit Eligibility.** Notwithstanding any provision to the contrary, Service with the City prior to September 1, 2023, shall count as Credited Service for the purposes of satisfying the requirements of Vesting and benefit eligibility in accordance with the applicable terms of the City’s Plan in effect prior to such date. The City shall determine whether such a Participant has satisfied the requirements for Vesting and benefit eligibility under the Plan and GMEBS is entitled to rely on such determination.
- (f) **Effect of Leave of Absence on Final Average Earnings.** The period during which a Participant is on a leave of absence (except for qualified military service), is not included in determining the Participant’s Final Average Earnings.
- (g) **Final Average Earnings for Calculating Late Retirement Benefit.** In the event of Late Retirement, the Final Average Earnings used to calculate a Participant’s Late Retirement benefit will be the greater of the Participant’s Final Average Earnings as of his or her Normal Retirement Date or the Participant’s Final Average Earnings as of the date of his or her Termination of employment.
- (h) **Repayment of Employee Contributions.**
 - (i) **Participants Reemployed on or after September 1, 2023.** A Participant in this Plan who Terminates (or Terminated) employment, withdraws (or withdrew) Employee Contributions made under this Plan, and becomes reemployed on or after September 1, 2023, shall be subject

to the applicable provisions of Section 13.03(d) and (e) of the Master Plan concerning repayment of Employee Contributions for the purpose of restoring any Credited Service under this Plan that was previously forfeited by virtue of the Participant's withdrawal of Employee Contributions (e.g., such Participants have six-months from the date of reemployment to repay all amounts previously withdrawn plus interest at the assumed actuarial rate of return for the GMEBS Retirement Fund established by the Board as of the date of repayment), provided that the period of time between the Participant's Termination of employment and the Participant's date of reemployment is less than or equal to five (5) years. If a Participant returns to employment more than five (5) years after his or her most recent Termination of employment, the Participant will not be eligible to repay withdrawn Employee Contributions or restore previously forfeited Credited Service under the Plan.

(ii) Participants Reemployed prior to September 1, 2023. The following provisions shall apply with respect to Participants who previously Terminated employment and withdrew Employee Contributions but subsequently became reemployed in an Eligible Employee class of this Plan or of the 2017 Plan prior to September 1, 2023. Such a Participant was permitted to reinstate any service credit under this Plan he or she forfeited by virtue of his or her withdrawal of Employee Contributions provided that: 1) the period of time between the Participant's Termination of employment and the Participant's date of reemployment was less than or equal to five (5) years; 2) the Participant repaid (or repays) in a lump sum all amounts previously withdrawn plus 5% interest compounded annually from the date of the return of Contributions through the date of repayment; and 3) the amount due was (or is) paid in full within 12 months of his or her resumption of employment.

(i) Interest in Event of Failure to Exhaust after Commencement of Retirement Benefit Payments. The provisions of Section 13.06 of the Master Plan shall apply in the event of failure to exhaust. For

purposes of a refund of Employee Contributions in the event of Failure to Exhaust only, interest on a Participant's Employee Contributions shall be deemed to have accrued at the rate of 4% per annum.

- (j) **Reservation of Rights.** The City of Cartersville, Georgia, expects and intends to maintain the Plan in force indefinitely, but necessarily reserves the right to change or discontinue the Plan at any time. Further, at any time and from time to time, the Plan may be changed in whole or in part, or the contributions of the Employer may be suspended.
- (k) **QDROs in Effect prior to September 1, 2023.** Notwithstanding the provisions of Article XIX of the Master Plan document, GMEBS will recognize qualified domestic relations orders ("QDROs") being paid or ordered before September 1, 2023, based on the understanding benefits being paid in accordance with said QDRO were not accrued under a Plan during a time in which it was subject to Chapter 5 of Title 47. However, pursuant to and in accordance with O.C.G.A. § 47-5-71, GMEBS will not recognize QDROs entered into or ordered on or after September 1, 2023.
- (l) **Reliance by GMEBS on Information Provided by City; Litigation over Transfer of Assets and Administration.** GMEBS is not responsible for errors in and is entitled to rely on all documents and information provided to GMEBS by the City, including but not limited to information required pursuant to subsection 16(b) of this Addendum. The City certifies that the information provided is true and correct to the best of its knowledge. Notwithstanding any provision to the contrary, the City of Cartersville, and not GMEBS, shall bear the cost of any litigation or other claims relating to the transfer of assets and administration to GMEBS.
- (m) **Portability Service with GMEBS Employers Not Applicable to Participants Who Terminated Prior to September 1, 2023** – Notwithstanding Section 9.05 of the Master Plan or any other provision to the contrary, Service with other GMEBS Employers shall not count as portability service under this Plan for Employees who Terminated employment with the City of

Cartersville prior to September 1, 2023, unless such Employees participate in this Plan or in the 2017 Plan on or after September 1, 2023.

- (n) **IRS Filings.** The City will complete at its expense any IRS filings (including payment of associated IRS filing fees and tax attorney fees) that GMEBS reasonably requests in order to protect the 401(a)-qualified status of the GMEBS volume submitter plan and/or to confirm the 401(a)-qualified status of the City's Adoption Agreement and Addendum.

- (o) **Reemployment after Retirement; Exception to Offset Following Reemployment after Retirement.** The provisions of Section 16(A) of the Adoption Agreement relating to Reemployment as an Eligible Employee after Normal Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service shall apply to Participants who Retired under this Plan, return to Service with the City, and become Eligible Employees under the 2017 Plan (or who became Eligible Employees under this Plan, as applicable). The Retirement benefits under this Plan of such a Participant shall be suspended in accordance with Section 16(A) of the Adoption Agreement until such Participant again Terminates employment. Upon such Termination of employment, the Participant's Retirement benefit will recommence. Notwithstanding any provision of the Plan to the contrary, the Participant's Retirement benefit will not be reduced by the Actuarial Equivalent of any Retirement benefits received prior to such re-retirement.

The terms of the foregoing Addendum to the Adoption Agreement are approved by the _____ of the City of Cartersville, Georgia this _____ day of _____, 2023.

Attest: CITY OF CARTERSVILLE,

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

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

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

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Amendment and Restatement of the 2017 Retirement Plan
DEPARTMENT SUMMARY RECOMMENDATION:	<p>This ordinance amendment and restatement will allow the city to move our plan assets for the 2017 Pension Plan to the Georgia Municipal Employees Benefit System (GMEBS) to allow them to manage our pension plan assets and provide the monthly benefits to city retirees. Moving to GMEBS has allowed us to increase the pension plan benefit multiplier to 2%, which helps us retain and recruit new employees. This plan is for employees hired on or after January 1, 2017. Upon second reading, I recommend approval of these amendments.</p>
LEGAL:	Reviewed by Archer & Lovell

ORDINANCE NO.

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 16 – PERSONNEL. ARTICLE II. – EMPLOYEE BENEFITS. DIVISION 2. RETIREMENT PLAN. SEC. 16-151. Adopted; short title; definition. is hereby amended by adding a new paragraph (g):

Section 1.

(g) An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Cartersville, Georgia (“City of Cartersville 2017 Pension Plan”) in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

(1) The Retirement Plan for the Employees of the City of Cartersville, Georgia (“City of Cartersville 2017 Pension Plan”) is hereby amended and restated as set forth in and subject to the terms and conditions stated in the Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement and the ordinances contained therein, as well as any future amendments approved by the Mayor and City Council which are kept on file in the Office of the City Clerk

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

Section 2. The effective date of this Ordinance shall be the date of its approval.

Section 3. All Ordinances and parts of ordinances in conflict herewith are expressly repealed

Section 4. It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this Ordinance may be renumbered and/or alphabetized accordingly to accomplish such intention.

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

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

Attest:

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

Cartersville (Plan II)

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

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I. AN ORDINANCE

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Cartersville, Georgia (“City of Cartersville 2017 Pension Plan”) in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

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

Section 1. The Retirement Plan for the Employees of the City of Cartersville, Georgia (“City of Cartersville 2017 Pension Plan”) is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 37

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT

1. ADMINISTRATOR

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

2. ADOPTING EMPLOYER

Name: **City of Cartersville, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and City Council**
Address: **P.O. Box 1390, 1 N. Erwin Street, Cartersville, Georgia 30120**
Phone: **770-387-5616**
Facsimile:

4. PLAN REPRESENTATIVE

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

Name: **City Manager**
Address: **P.O. Box 1390, 1 N. Erwin St., Cartersville, Georgia 30120**
Phone: **770-387-5616**
Facsimile:

5. PENSION COMMITTEE

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

The Pension Committee shall be composed of five members, three of whom shall be participating Eligible Regular Employees who shall be elected as follows: one from the Police and Fire Departments; one from the Gas, Electric and Water and Sewer Departments; and one from the Community Development, Public Works, City Clerk, Garage, Parks and Recreation, Finance, and Administration Departments. The elected members of the Pension Committee shall serve three-year staggered terms or until their successors are elected. The other two members shall be the City Manager and the City Finance Director, whose terms shall be equivalent to their employment in those capacities. An election for membership shall be held on the Tuesday after the first Monday in November of every year for one Committee member.

Pension Committee Secretary: Assistant City Manager
Address: P.O. Box 1390, 1 N. Erwin St., Cartersville, Georgia 30120
Phone: 770-387-5616
Facsimile:

6. TYPE OF ADOPTION

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

- This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (check one or more as applicable):
 - To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
 - To make the following amendments to the Adoption Agreement (must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

7. EFFECTIVE DATE

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

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

The effective date of this Plan is _____.
(insert effective date of this Adoption Agreement not earlier than January 1, 2013).

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

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be **September 1, 2023** (insert effective date of this Adoption Agreement not earlier than January 1, 2013). This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on **January 1, 2017** (insert original effective date of preexisting plan).

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

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

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

The Employer's first Adoption Agreement became effective _____ (insert effective date of Employer's first GMEBS Adoption Agreement). The Employer's GMEBS Plan was originally effective _____ (insert effective date of Employer's original GMEBS Plan). (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's

non-GMEBS Plan was originally effective _____ (if applicable, insert effective date of Employer's original non-GMEBS Plan).

8. PLAN YEAR

Plan Year means (check one):

- Calendar Year
- Employer Fiscal Year commencing July 1.
- Other (must specify month and day commencing): _____.

9. CLASSES OF ELIGIBLE EMPLOYEES

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

A. Eligible Regular Employees

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

- ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ALL REGULAR EMPLOYEES EXCEPT** for the following employees (must specify; specific positions are permissible; specific individuals may not be named): All Eligible Regular Employees except those initially employed prior to January 1, 2017, who are not reemployed on or after January 1, 2017.

B. Elected or Appointed Members of the Governing Authority

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

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

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

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

(2) Municipal Legal Officers (check one):

- ARE NOT eligible to participate in the Plan.
- ARE eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions (must specify - specific positions are permissible; specific individuals may not be named): **The City Attorney in such position on or after September 1, 2023, provided said City Attorney is a common law employee of the City and meets the eligibility requirements of the Plan that are applicable to Eligible Regular Employees.**

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): **The City Attorney will be treated as an Eligible Regular Employee under the Plan (and not as an elected or appointed member of the Governing Authority) for all purposes, notwithstanding any other provision in the Master Plan or Adoption Agreement to the contrary, provided said City Attorney meets the eligibility conditions for Eligible Regular Employees applicable under the Plan. No provisions in the Plan relating to Municipal Legal Officers other than this Section 9(B)(2), including but not limited to provisions relating to participation, Vesting, benefit eligibility or benefit computation for Municipal Legal Officers, shall apply with respect to the City Attorney in such position on or after September 1, 2023.**

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

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

- No minimum
- 20 hours/week (regularly scheduled)
- 30 hours/week (regularly scheduled)
- Other: **32 hours/week (regularly scheduled)** (must not exceed 40 hours/week regularly scheduled)

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

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

Minimum hour requirement applicable to excepted Regular Employees:

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

B. Months Per Year (Regular Employees)

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

- No minimum
- At least 12 months per year (regularly scheduled)

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

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

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

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

11. WAITING PERIOD

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

12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Master Plan. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to

become a Participant, he must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date he first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

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

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

13. CREDITED SERVICE

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

A. Credited Past Service with Adopting Employer

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

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

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

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ (**insert date**).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows (**must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): All Service as a participant in the City’s pre-GMEBS version of this Plan (“2017 Plan”) in effect prior to the date the Eligible Employee becomes a Participant in the City’s GMEBS version of this Plan, which took effect September 1, 2023, shall be credited. Service with the City that was not credited under the City’s pre-GMEBS version of this Plan in effect on August 31, 2023, will not be credited; provided, however, that such a Participant shall have an

opportunity to purchase Credited Service for service during the pre-GMEBS Plan’s waiting period (as described in subparagraph 16(a)(ii) of the General Addendum), in accordance with and subject to the provisions of the Service Credit Purchase Addendum to this Adoption Agreement.

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

(2) Previously Employed, Returning to Service after Original Effective Date. If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but he returns to Service with the Adopting Employer sometime after the Effective Date, his Service prior to the date he becomes a Participant (including any Service prior the Effective Date) shall be treated as follows (**check one**):

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after his return to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): Participants who were initially employed or reemployed on or after January 1, 2017, but before July 1, 2023, and were subject to the waiting period described in subparagraph 16(a)(ii) of the General Addendum will have a one-time opportunity pursuant to the provisions of the Service Credit Purchase Addendum, to purchase Credited Service under the Plan with respect to their service as an “Employee” (as described in subparagraph 16(a)(ii) of the General Addendum) before they satisfied the waiting period for participating in the Plan. A Participant who does not purchase said Credited Service during the one-time window described in the Service Credit Purchase Addendum will not receive Credited Service with respect to their service with the City during the waiting period, notwithstanding any provision to the contrary.**

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

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

B. Prior Military Service

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

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

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

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

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

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

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

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

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

- One month of military service credit for every _____ month(s) (**insert number**) of Credited Service with the Adopting Employer.
- One year of military service credit for every _____ year(s) (**insert number**) of Credited Service with the Adopting Employer.

All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years (**insert number**) of Credited Service with the Employer.

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

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

Participants shall **not** be required to pay for military service credit.

Participants shall be required to pay for military service credit as follows:

The Participant must pay ____% of the actuarial cost of the service credit (as defined below).

The Participant must pay an amount equal to (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

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

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

C. Prior Governmental Service

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

(1) Credit for Prior Governmental Service.

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

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

(2) Definition of Prior Governmental Service.

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

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

(3) Maximum Credit for Prior Governmental Service.

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

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

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

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

(5) Payment for Prior Governmental Service Credit.

- Participants shall **not** be required to pay for governmental service credit.
- Participants shall be required to pay for governmental service credit as follows:
 - The Participant must pay _____% of the actuarial cost of the service credit.

- The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

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

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

(1) Credit for Unused Paid Time Off.

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

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

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

- Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility)**.
- The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:
 - Unused sick leave
 - Unused vacation leave
 - Unused personal leave
 - Other paid time off **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(2) Minimum Service Requirement.

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

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

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

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

(4) Maximum Credit for Unused Paid Time Off.

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

(5) Computation of Unused Paid Time Off.

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

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

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

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

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

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

Eligible Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): Vested police and fire personnel and Vested former police and fire personnel, as defined in General Addendum subsection 16(d). See also General Addendum subsection 16(d) regarding Early Retirement based on the 50 & 20 Alternative Normal Retirement qualification for Vested police and fire personnel and Vested former police and fire personnel.

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

- Attainment of age 50 (insert number)
- Completion of 5 years (insert number) of Total Credited Service as a Participant in this Plan while serving as police and/or fire personnel.

B. Normal Retirement Qualifications

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

(1) Regular Employees

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

- Attainment of age 65 (insert number)
- Completion of 10 years (insert number) of Total Credited Service **See General Addendum subsection 16(e) regarding calculation of Total Credited Service for benefit eligibility purposes for Participants who commenced Participation in the Plan prior to July 1, 2023.**
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): all Participants only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

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

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

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

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

(2) Elected or Appointed Members of Governing Authority

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

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

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

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

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

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

C. Alternative Normal Retirement Qualifications

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

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

- (1) Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).
- (2) **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**
 - Attainment of age **55** (**insert number**)
 - Completion of **25** years (**insert number**) of Total Credited Service **See General Addendum subsection 16(e) regarding calculation of Total Credited Service for benefit eligibility purposes for Participants who commenced Participation in the Plan prior to July 1, 2023.**
 - In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted

under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

(5) Other Alternative Normal Retirement Benefit.

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): Attainment of age 50 and completion of at least 20 years of Total Credited Service. See General Addendum subsection 16(e) regarding calculation of Total Credited Service for benefit eligibility purposes for Participants who commenced Participation in the Plan prior to July 1, 2023.

- In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age

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

This alternative normal retirement benefit is available to:

- All public safety employee Participants who qualify.
- Only the following public safety employee Participants (must specify - specific positions are permissible; specific individuals may not be named): Vested Police and fire personnel and Vested former police and fire personnel, as defined in General Addendum subsection 16(d), provided they have at least five (5) years of Credited Service as a Participant in this Plan while employed as police and fire personnel or former police and fire personnel.

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

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

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

D. Disability Benefit Qualifications

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

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

- Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- No minimum.

- 10** years (insert number) of Total Credited Service.

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

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

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

- not limited.
- limited to _____ years for all Participants.
- limited to _____ years for the following classes of Eligible Regular Employees:
 - All Eligible Regular Employees.
 - Only the following Eligible Regular Employees: _____.
- limited to _____ years as an elected or appointed member of the Governing Authority.
- limited to _____ years as a Municipal Legal Officer.
- Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of (check and complete one or more as applicable):

- (a) **Flat Percentage Formula.** 2% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. **See General Addendum paragraph 16(a)(ii) concerning service during the waiting period, if applicable.**

This formula applies to:

- All Participants who are Regular Employees.

- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.
- (b) **Alternative Flat Percentage Formula.** _____% (**insert percentage**) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.
- (c) **Split Final Average Earnings Formula.** _____% (**insert percentage**) of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____% (**insert percentage**) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants who are Regular Employees.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.
- (d) **Alternative Split Final Average Earnings Formula.** _____% (**insert percentage**) of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____% (**insert percentage**) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

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

[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]

(2) Covered Compensation (complete only if Split Formula(s) is checked above):

Covered Compensation is defined as (check one or more as applicable):

- (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Master Plan. This definition of Covered Compensation shall apply to (**check one**):
 - All Participants who are Regular Employees.

- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.
- (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Master Plan. This definition of Covered Compensation shall apply to (**check one**):
 - All Participants who are Regular Employees.
 - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):_____.
- (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Master Plan. This definition of Covered Compensation shall apply to (**check one**):
 - All Participants who are Regular Employees.
 - Only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.
- (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$_____ (**specify amount**). This definition shall apply to (**check one**):
 - All Participants who are Regular Employees.
 - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):_____.

(3) Final Average Earnings

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the _____ (**insert number not to exceed 60**) consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose. **See General Addendum Sections 6 and 7 and subsections 16(f) and (g).**

This definition of Final Average Earnings applies to:

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

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

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

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

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

This formula applies to:

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

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

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

- (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Master Plan to account for early commencement of benefits. This provision shall apply to:
 - All Participants.
 - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.
- (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:
 - All Participants.
 - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): Participants who Retire early using the 55 & 10 Early Retirement qualification in Section 14(A) above. See also

General Addendum subsection 16(d) regarding the reduction applicable to Participants who have at least five (5) years of Credited Service while employed as police and fire personnel or former police and fire personnel and apply for Early Retirement based on the 50 & 20 Alternative Normal Retirement qualification.

Alternative Early Retirement Reduction Table

<u>Number of Years Before Age 65</u> (check as applicable)	<u>Percentage of Normal Retirement Benefit*</u> (complete as applicable)
<input checked="" type="checkbox"/> 0	1.000
<input checked="" type="checkbox"/> 1	0.970
<input checked="" type="checkbox"/> 2	0.940
<input checked="" type="checkbox"/> 3	0.910
<input checked="" type="checkbox"/> 4	0.880
<input checked="" type="checkbox"/> 5	0.850
<input checked="" type="checkbox"/> 6	0.790
<input checked="" type="checkbox"/> 7	0.730
<input checked="" type="checkbox"/> 8	0.670
<input checked="" type="checkbox"/> 9	0.610
<input checked="" type="checkbox"/> 10	0.550
<input type="checkbox"/> 11	0.____
<input type="checkbox"/> 12	0.____
<input type="checkbox"/> 13	0.____
<input type="checkbox"/> 14	0.____
<input type="checkbox"/> 15	0.____

*Interpolate for whole months

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

- (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of his Late Retirement Date. **See General Addendum subsection 16(g).**
- (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Master Plan; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Master Plan.

E. Monthly Disability Benefit Amount

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

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

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

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

F. Minimum/Maximum Benefit For Elected Officials

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

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

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

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

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

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

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

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

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

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

positions are permissible; specific individuals may not be named):
_____.

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

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

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

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

B. Cost Of Living Adjustment

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

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

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

- All Participants (and their Beneficiaries).
- Participants (and their Beneficiaries) who terminate employment on or after _____ **(insert date)**.
- Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of**

Treasury Regulation 1.401-1(b)(1)(i); specific positions are permissible; specific individuals may not be named): _____.

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

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

A. Eligible Regular Employees

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

- No vesting schedule (immediate vesting).
- Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of **10** years (insert number not to exceed 10) of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum. (See General Addendum subsection 16(e) regarding calculation of Total Credited Service for Vesting purposes for Participants who commenced Participation in the Plan prior to July 1, 2023.)
- Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule (insert percentages):

<u>COMPLETED YEARS OF TOTAL CREDITED SERVICE</u>	<u>VESTED PERCENTAGE</u>
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

Exceptions: If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

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

Vesting Schedule for excepted class (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

B. Elected or Appointed Members of the Governing Authority

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

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

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

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

(1) **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan. In order to be eligible for this benefit, a Participant must meet the following requirements (**check one**):

- The Participant must be vested in a normal retirement benefit.
- The Participant must have _____ years (**insert number**) of Total Credited Service.
- The Participant must be eligible for Early or Normal Retirement.
- Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

(2) **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions (**check one**):

- The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Master Plan.
- The Participant must have _____ years (**insert number**) of Total Credited Service.
- Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

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

- Total Credited Service accrued prior to the date of the Participant's death.
- Total Credited Service accrued prior to the date of the Participant's death, plus (**check one**): one-half (1/2) _____ (**insert other fraction**) of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. (**See Master Plan Section 8.02(b) regarding 10-year cap on additional Credited Service.**)

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

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

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

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

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

B. Terminated Vested Death Benefit

(1) Complete this Section only if the Employer offers a terminated vested death benefit. The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following terminated vested death benefit (**check one**):

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

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

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

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

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

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

- Are not required.
- Are required in the amount of ____% (insert percentage) of Earnings for all Participants.
- Are required in the amount of **3.1%** (insert percentage) of Earnings for Participants in the following classes (must specify - specific positions are permissible; specific individuals may not be named): **All Participants except police and fire personnel or former police and fire personnel, as defined in General Addendum subsection 16(d).**
- Are required in the amount of **4.1%** (insert percentage) of Earnings for Participants in the following classes (must specify - specific positions are permissible; specific individuals may not be named): **All Participants who are police and fire personnel or former police and fire personnel, as defined in General Addendum subsection 16(d).**

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

(2) Pre-Tax Treatment of Employee Contributions. If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects (check one):

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

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

- Interest shall not be paid. **But see General Addendum subsections 16(i) concerning rate of interest in the event of failure to exhaust.**
- Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.
- Other rate of interest (**must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):**
_____.

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

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

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

21. TERMINATION OF THE ADOPTION AGREEMENT

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

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

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

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

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

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

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

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

Authorization for Amendments. Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the volume submitter practitioner who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013,

Georgia Municipal Association, Inc., serves as the volume submitter practitioner for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

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

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

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

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

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

AN ORDINANCE (continued from page 1)

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

Section 3. The effective date of this Ordinance shall be the date of its approval.

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

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

Attest:

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

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

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

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary

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

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

*****Items (1) through (5) of pre-approved Addendum - Not Applicable*****

(6) Modified Definition of Earnings. For purposes of determining any Employee contributions and Final Average Earnings, Earnings as defined in Section 2.26 of the Master Plan shall be modified as follows (check all that apply):

- (a) excluding overtime pay.
- (b) excluding bonuses.
- (c) excluding holiday pay (specify type of excluded earnings).
- (d) including perquisites or allowances for use of a car or house rent.
- (e) including severance payments; provided that the following limitations shall apply (must specify):
_____.
- (f) including _____ (specify type of included earnings).

This definition of Earnings applies to (check one):

- All Participants.

- Only the following Participants (must specify): Overtime and bonus payments are excluded with respect to all Participants. Holiday pay is excluded with respect to police and fire personnel as defined in subsection 16(d) below.

NOTE: The Employer is responsible for providing any and all documentation to the Administrator relating to payments that are *included* in the definition of Earnings pursuant to this Section, including but not limited to the amount(s) paid and the date of such payment(s).

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

- (7) Modified Definition of Final Average Earnings. Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the 36 (insert number not to exceed 60) consecutive months of (check one):
 - Credited Service, employment, during the last 120 (insert number not to exceed 120) consecutive month period preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to (check one):

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

[Repeat above subsection as necessary.]

Items (8) through (15) of pre-approved Addendum - Not Applicable

- (16) Other (May include, but shall not be limited to, provisions relating to Master Plan Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01, and 9.02) (must specify):
 - (a) Plan Background. This is a continuation of the “City of Cartersville 2017 Pension Plan” (“2017 Plan” or “Plan”), which

originally became effective January 1, 2017, for Eligible Regular Employees of the City initially employed or reemployed on or after January 1, 2017, and has been amended from time to time. Effective September 1, 2023, the City of Cartersville transferred administration of the 2017 Plan and all assets in the trust fund of the 2017 Plan to GMEBS. All rights and benefits of Participants who Terminated employment prior to September 1, 2023, shall be determined solely by the provisions in effect as of their respective Termination dates unless otherwise specifically provided herein.

- (i) Relationship with Original City of Cartersville Pension Plan. Employees who were initially employed prior to January 1, 2017, participated in the “City of Cartersville Pension Plan” (“Original Plan”). On January 1, 2017, the Original Plan was closed to new entrants; all future employees, including those who previously participated in the Original Plan but returned to employment on or after January 1, 2017, were ineligible to participate in that Plan and instead became participants in the 2017 Plan with respect to all service after their dates of employment or reemployment occurring on or after January 1, 2017. All Credited Service under the Original Plan Shall count for the purpose of satisfying the requirements for Vesting and benefit eligibility under the 2017 Plan; however, the Participant’s Service and Earnings under the Original Plan shall not count for the purpose of benefit computation under the 2017 Plan.

- (ii) Waiting Period prior to July 1, 2023. Prior to July 1, 2023, each Employee who satisfied the eligibility requirements for participation in the 2017 Plan (i.e., any person initially employed or reemployed by the City on a regular full-time basis on or after January 1, 2017), became a Participant in the Plan on the first day of the month coinciding with or next following the date on which he or she had completed six (6) consecutive months of employment with the City, provided that such Employee was at least 18 years of age. For purposes of this subparagraph, “employment” is deemed to have begun on the first day of the month if the Employee commenced working on or before the first non-

holiday weekday of the month as indicated by the City's employment policy. Notwithstanding the foregoing, an Employee described herein who was employed prior to July 1, 2023, but who had not satisfied the six-month waiting period (as applicable) prior to such date, commenced participation in the Plan effective July 1, 2023. Participants described herein shall have a one-time opportunity to purchase Credited Service with respect to their service as an Employee during the waiting period. Otherwise, Participants will not receive Credited Service under the Plan for their employment during the waiting period (e.g., service during the waiting period will not otherwise count for the purpose of benefit computation). However, see subsection 16(e) below concerning determination of Vesting and benefit eligibility for Participants who commenced participation in the Plan prior to July 1, 2023. See also Service Credit Purchase Addendum.

- (b) **Transfer of Assets and Administration.** Administration of this Plan was transferred to GMEBS effective September 1, 2023, with the express intent that a minimum of 85% of Plan assets be transferred to GMEBS no later than September 11, 2023, with the remainder of the Plan's assets, less the amount of any outstanding checks, to be transferred to GMEBS no later than October 10, 2023, to allow GMEBS to make Retirement benefit payments to Retired Participants (and their beneficiaries) on October 1, 2023, and each month thereafter. The trustee, custodian, fund administrator, third party administrator, and other employees or agents of the City of Cartersville who were responsible for the administration of the City's Plan immediately prior to September 1, 2023, are authorized and directed to take any and all reasonably necessary actions to effect the transfer of at least 85% of Retirement Plan assets to GMEBS by September 11, 2023, and the remainder (less the amount of any outstanding checks) by October 10, 2023.
 - (i) **Required Data.** On or before September 1, 2023, the City of Cartersville will provide (or will ensure its employees or agents provide) GMEBS with records and information reasonably requested or necessary to facilitate the timely

transfer of plan administration (plan administration will include the payment of current retirees and beneficiaries in pay status as of October 1, 2023). Information and records to be provided include, but are not limited to the following concerning active Participants, Terminated Vested Participants, Retired Participants and beneficiaries: name, address, social security number, birth date, years and months of credited service for Vesting and benefit eligibility purposes, years and months of credited service for benefit computation purposes, 36-month Earnings history, Employee Contribution history and equity account balances, accrued monthly Normal Retirement benefits, beneficiary designation forms, Retirement applications, and direct deposit forms, tax withholding forms, and 1099 tax reporting information for current retirees and beneficiaries.

- (ii) **Treatment of Terminated Vested Participants and Retired Participants.** In particular with respect to Vested Participants who Terminated prior to September 1, 2023, but had not Retired as of such date, the City will ensure GMEBS is provided with a listing indicating the amount of each such Terminated Vested Participant's accrued Normal Retirement benefit and Normal Retirement eligibility date. Retirement benefits for said Terminated Vested Participants will be paid based upon said information in accordance with the Retirement benefit payment options (including factors used to determine benefit reductions associated with survivor beneficiaries and/or Early Retirement benefits, and factors used to determine Actuarial Equivalent amounts) available under the GMEBS Master Plan or the City's pre-GMEBS plan document, as applicable, in effect as of each said Participant's effective Retirement date. See also subsection 16(c) below regarding treatment of Terminated Vested Participants.
- (iii) **Continuation of Benefits for Retirees (and Their Beneficiaries) in Pay Status as of September 1, 2023.** Benefits will continue be paid to Retired Participants (and their beneficiaries, if applicable) in pay status prior to September 1, 2023, in accordance with the form of benefit

payment required or selected by the Retired Participant under the applicable terms of the retirement plan in effect prior to September 1, 2023, and based upon the benefit payment amounts determined prior to September 1, 2023, and furnished to GMEBS.

- (iv) **Effect of Failure to Timely Transfer Assets.** Notwithstanding any provision to the contrary, the terms of this paragraph shall apply in the event the City fails to liquidate (or have liquidated) all assets invested in the City of Cartersville 2017 Pension Plan trust fund immediately prior to September 1, 2023, and transfer (or have transferred) at least 85% of such liquidated assets to the GMEBS Retirement Trust by September 11, 2023. In such event, the City (or its third-party administrator, as applicable), and not GMEBS, will be responsible for processing and distributing all October 1, 2023, benefit payments under the Plan to Participants (and their beneficiaries) in pay status as of such date. Thereafter, the City (or its third-party administrator, as applicable) shall remain responsible for processing benefit payments under the Plan until the first day of the first month that begins at least 20 days after the date on which at least 85% of the liquidated assets describe in this paragraph 16(b)(iv) have been transferred to GMEBS. GMEBS shall otherwise be responsible for administering the Plan effective September 1, 2023, including but not limited to processing Retirement benefit applications and requests for death benefits and determining the amounts of any benefits newly payable under the Plan, and will notify the City of the amounts of any benefits which become newly payable after September 1, 2023, and until the date on which GMEBS assumes responsibility for processing benefit payments. The City (or its third-party administrator, as applicable) shall process payments of any benefits which become newly payable after September 1, 2023, until the date GMEBS assumes responsibility for processing benefit payments (i.e., the first day of the first month that begins at least 20 days after the date on which at least 85% of the liquidated assets

described in this paragraph 16(b)(iv) have been transferred to GMEBS) in accordance with the information provided by GMEBS.

- (v) Notwithstanding any provision to the contrary, the City, and not GMEBS, shall make Retirement benefit payments to Retired Participants (and their beneficiaries) on September 1, 2023, prior to the transfer of assets to the GMEBS Retirement Trust Fund. Further, the City, and not GMEBS shall issue any necessary tax forms (e.g., Form 1099-R) relating to benefits paid pursuant to the Plan from January 1, 2023 – September 1, 2023. GMEBS shall issue any necessary tax forms (e.g., Form 1099-R) relating to benefits paid pursuant to the Plan from October 1, 2023 – December 31, 2023.
- (c) **Administration of Benefits to Terminated Vested Participants Who Terminated Prior to September 1, 2023; Insufficient Information Relating to Calculation of Benefits under Prior Plan.** Recognizing that documentation by previous plan administrators of the accrued benefits of Participants who Terminated prior to September 1, 2023, may not provide adequate information relating to the computation of Retirement benefits under the Plan for GMEBS to accurately determine a Participant's Vested status, eligibility for benefits, or the amount of a Participant's monthly Retirement benefit, as applicable, the following provisions shall govern the administration of Retirement benefits with respect to a Participant who Terminated employment with the City prior to September 1, 2023 (i.e., the effective date of the City's first GMEBS Plan) and who applies for Retirement benefits on or after such date.
- (i) GMEBS shall accept the City's determination regarding whether a Participant who Terminated prior to September 1, 2023, was deemed Terminated Vested as of such date, provided, however, that in the event the City deemed such a Participant not Vested and information is subsequently presented suggesting that such Participant was Vested, GMEBS shall, in its sole discretion determine whether said

Participant was Vested upon his or her Termination prior to September 1, 2023.

- (ii) Where sufficient information necessary for GMEBS to compute such a Participant's benefit is available, including applicable prior plan documents, GMEBS will compute the Participant's Retirement benefits in accordance with such plan documents and supporting information.**

- (iii) Where sufficient information necessary to compute such a Participant's benefit is not available, if the accrued benefits of such a Participant were calculated by the plan administrator in place at the time of the Participant's termination, and GMEBS has written documentation of such calculation, GMEBS will administer Retirement benefits, as applicable, to the Participant in accordance with the greater of:
 - (A) The prior administrator's calculation of the Participant's Retirement benefits, applying the GMEBS Retirement factors and the Plan's Early Retirement factors (if applicable) in effect at the time of the Participant's Retirement to determine the monthly Retirement benefit amount payable to the Participant; or**
 - (B) GMEBS's calculation of the Participant's Retirement benefits, using the terms of the GMEBS Plan in effect at the time of the Participant's Retirement, including the benefit formula, the definition of Final Average Earnings and any applicable factors.****

- (iv) Where sufficient information necessary to compute such a Participant's benefits is not available and GMEBS does not have documentation of a prior administrator's calculation of the accrued benefits of such a Participant, GMEBS will apply the terms of the GMEBS Plan in effect at the time of the Participant's application for Retirement benefits, including the benefit formula, the definition of Final Average Earnings and any applicable factors, to calculate the Participant's Retirement benefits.**

- (v) **In the event information relating to such a Participant’s Earnings necessary to compute Retirement benefits is insufficient or unavailable, salary information obtained from the Social Security Administration, or other information provided by the City as Earnings, will be used as a proxy to determine the Participant’s Final Average Earnings. The City and/or the Participant will be responsible for obtaining Earnings information necessary to compute Retirement benefits under the Plan and providing such information to GMEBS.**

- (vi) **In the event such a Participant dies before Retirement benefits commence, the Participant’s designated beneficiary shall receive a lump sum payment equal to the Participant’s Employee Contributions, plus interest accrued until the date of the Participant’s death at the rate of 4% per annum. For purposes of this paragraph, the term “designated beneficiary shall mean the Participant’s surviving Spouse, if any, and the term “surviving” shall mean surviving the Participant by at least 32 days. In the event there is no designated beneficiary, the aforementioned lump sum payment shall be made to the Participant’s estate.**

- (d) **Early Retirement for Vested Police and Fire Personnel. A Participant with at least five (5) years of Credited Service as a Participant in this Plan while employed as police and fire personnel or as a former police and fire personnel, who is Vested under the Plan, and is at least 50 years of age but has not attained 20 years of Total Credited Service may apply for Early Retirement based on the “50 & 20” Alternative Normal Retirement qualification in Section 14(C)(6) of the Adoption Agreement. Such a Participant’s monthly Retirement benefit will be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced by seven (7) percent a year for each year in which the Participant’s Termination date precedes the date on which the Participant would have attained 20 years of Total Credited Service. For purposes of this subsection 16(d), as well as Sections 14(A), 14(C)(6) and 19(1) of the Adoption Agreement, “police and fire personnel” shall mean a Participant who is employed in the City’s**

police and/or fire department and “former police and fire personnel” shall mean a Participant who was previously employed in the City’s police and/or fire department. For the avoidance of doubt, such terms shall include, but shall not be limited to, employees who provide (or who provided) administrative services within the police and/or fire department.

- (e) **Determination of Credited Service for Purposes of Vesting and Benefit Eligibility for Participants Who Commenced Participation in the Plan prior to July 1, 2023.** Notwithstanding any provision to the contrary, with respect to Participants who commenced participation in the Plan prior to July 1, 2023, Service with the City prior to July 1, 2023, shall count as Credited Service for the purposes of satisfying the requirements of Vesting and benefit eligibility in accordance with the applicable terms of the City’s Plan in effect prior to such date. The City shall determine whether such a Participant has satisfied the requirements for Vesting and benefit eligibility under the Plan and GMEBS is entitled to rely on such determination.
- (f) **Effect of Leave of Absence on Final Average Earnings.** The period during which a Participant is on a leave of absence (except for qualified military service), is not included in determining the Participant’s Final Average Earnings.
- (g) **Final Average Earnings for Calculating Late Retirement Benefit.** In the event of Late Retirement, the Final Average Earnings used to calculate a Participant’s Late Retirement benefit will be the greater of the Participant’s Final Average Earnings as of his or her Normal Retirement Date or the Participant’s Final Average Earnings as of the date of his or her Termination of employment.
- (h) **Repayment of Employee Contributions.**
- (i) **Participants Reemployed on or after September 1, 2023.** A Participant in this Plan who Terminates (or Terminated) employment, withdraws (or withdrew) Employee Contributions made under this Plan, and becomes reemployed on or after September 1, 2023, shall be subject to the applicable provisions of Section 13.03(d) and (e) of

the Master Plan concerning repayment of Employee Contributions for the purpose of restoring any Credited Service under this Plan that was previously forfeited by virtue of the Participant's withdrawal of Employee Contributions (e.g., such Participants have six-months from the date of reemployment to repay all amounts previously withdrawn plus interest at the assumed actuarial rate of return for the GMEBS Retirement Fund established by the Board as of the date of repayment), provided that the period of time between the Participant's Termination of employment and the Participant's date of reemployment is less than or equal to five (5) years. If a Participant returns to employment more than five (5) years after his or her most recent Termination of employment, the Participant will not be eligible to repay withdrawn Employee Contributions or restore previously forfeited Credited Service under the Plan.

- (ii) **Participants Reemployed prior to September 1, 2023.** The following provisions shall apply with respect to Participants who previously Terminated employment and withdrew Employee Contributions but subsequently became reemployed in an Eligible Employee class prior to September 1, 2023. Upon such reemployment, such a Participant was permitted to reinstate any service credit under this Plan he or she forfeited by virtue of his or her withdrawal of Employee Contributions provided that: 1) the period of time between the Participant's Termination of employment and the Participant's date of reemployment was less than or equal to five (5) years; 2) the Participant repaid (or repays) in a lump sum all amounts previously withdrawn plus 5% interest compounded annually from the date of the return of Contributions through the date of repayment; and 3) the amount due was (or is) is paid in full within 12 months of his or her resumption of employment.

- (i) **Interest in Event of Failure to Exhaust.** The provisions of Section 13.06 of the Master Plan shall apply in the event of failure to exhaust. For purposes of a refund of Employee Contributions in the event of Failure to Exhaust only, interest on a Participant's

Employee Contributions shall be deemed to have accrued at the rate of 4% per annum.

- (j) **Reservation of Rights.** The City of Cartersville, Georgia, expects and intends to maintain the Plan in force indefinitely, but necessarily reserves the right to modify, discontinue or terminate the Plan at any time in any manner it deems appropriate. Further, at any time and from time to time, the Plan may be changed in whole or in part, or the contributions of the Employer may be suspended.
- (k) **Effect of Termination on Participants in the Plan as of August 31, 2023.** With respect to Participants in the Plan as of August 31, 2023, in the event of a termination or partial termination of the Plan, the accrued benefit of each such Participant shall become 100% Vested and non-forfeitable”. The applicable terms of the GMEBS Master Plan shall control in the event of a full or partial termination of the plan with respect to Participants initially employed or reemployed by the City on or after September 1, 2023.
- (l) **Reliance by GMEBS on Information Provided by City; Litigation over Transfer of Assets and Administration.** GMEBS is not responsible for errors in and is entitled to rely on all documents and information provided to GMEBS by the City, including but not limited to information required pursuant to subsection 16(b) of this Addendum. The City certifies that the information provided is true and correct to the best of its knowledge. Notwithstanding any provision to the contrary, the City of Cartersville, and not GMEBS, shall bear the cost of any litigation or other claims relating to the transfer of assets and administration to GMEBS.
- (m) **Portability Service with GMEBS Employers Not Applicable to Participants Who Terminated Prior to September 1, 2023 –** Notwithstanding Section 9.05 of the Master Plan or any other provision to the contrary, Service with other GMEBS Employers shall not count as portability service under this Plan for Employees who Terminated employment with the City of

Cartersville prior to September 1, 2023, unless such Employees participate in this Plan on or after September 1, 2023.

- (n) IRS Filings. The City will complete at its expense any IRS filings (including payment of associated IRS filing fees and tax attorney fees) that GMEBS reasonably requests in order to protect the 401(a)-qualified status of the GMEBS volume submitter plan and/or to confirm the 401(a)-qualified status of the City's Adoption Agreement and Addendum.**

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

Attest: CITY OF CARTERSVILLE, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

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

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

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary

**SERVICE CREDIT PURCHASE
ADDENDUM TO THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT**

This is an Addendum to the Adoption Agreement completed by the City of Cartersville, Georgia. It modifies the Adoption Agreement to provide for service credit purchases for eligible Participants in the Retirement Plan for the Employees of the City of Cartersville, in accordance with and subject to the following requirements:

- (1) **Service Credit Purchase; Eligibility Requirements.** Subject to any conditions specified in Section 13.B. or 13.C. of the Adoption Agreement and in this Service Credit Purchase Addendum, Participants in this Plan who are actively employed on or after September 1, 2023, and who were initially employed prior to July 1, 2023, may purchase credit under this Plan for the Participant’s full-time Service with the City during the participant’s “waiting period” (i.e., from the Participant’s date of hire as an Eligible Employee until the date on which the Participant commenced participation in the Plan). The purchase of prior service credit is permitted but not required under this Plan. Such purchases will be allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance that the Pension Committee Secretary or GMEBS deem appropriate.

- (2) **Use of Purchased Service Credit.** Subject to any conditions or limitations provided in this Addendum, service credit purchased hereunder will be counted as Credited Service for purposes of (check all that apply):
 - computing the amount of benefits payable under the Plan;
 - meeting the minimum service requirements for vesting under the Plan;
 - meeting the minimum service requirements for benefit eligibility under the Plan.

- (3) **Application to Purchase Service Credit.** A Participant who meets the eligibility requirements specified in paragraph (1) above and who

wishes to purchase eligible service credit as described in paragraph (1) above may apply for such purchase by completing and submitting to the Pension Committee Secretary an application form provided for that purpose. Participants will be responsible for providing the Pension Committee Secretary with any information or documentation that the Pension Committee Secretary deems necessary to establish that the Participant's service is eligible for purchase under paragraph (1) above.

- (4) **Window Period for Application.** In order to purchase service credit, eligible Participants may submit the service credit purchase application during the period of October 1, 2023 – November 30, 2023, and October 1, 2024 – November 30, 2024. If a Participant does not submit a completed application to purchase service credit within the designated window period, the Participant will not be permitted to purchase service credit. As a precondition for approval of his or her application, the Participant will be responsible for providing the Pension Committee Secretary with any additional information or documentation that the Pension Committee Secretary deems necessary to establish that the Participant's service is eligible for purchase under paragraph (1) above. Notwithstanding any provision herein to the contrary, no Participant may apply for or purchase prior service credit after his or her termination of employment.
- (5) **Review by Pension Committee Secretary.** Within 30 days after the end of the application period, the Pension Committee Secretary will review the Participant's application to purchase service credit and will determine whether the application should be accepted. Upon approval of an application by the Pension Committee Secretary, the Pension Committee Secretary will certify on the application the number of years and months of prior service that are eligible for purchase under paragraph (1) above.
- (6) **Fee for Cost Study.** As a precondition for approval of the application to purchase service credit, and prior to the commencement of any cost study, Participants may be required by the Employer to pay all or a portion of the GMEBS actuarial cost study fee(s) associated with determining the cost to purchase the Participant's eligible service credit. Any portion of the fee that the Participant is not required to pay will be paid by the Employer.

- (7) **Actuarial Study to Determine Cost of Purchase.** In the event that a cost study has not been undertaken prior to the Participant's submission of a completed application to purchase service credit, if the Participant's application to purchase is approved by the Pension Committee Secretary, a cost study will be undertaken as soon as reasonably practicable after the application has been approved, in order to determine the actuarial cost relating to the Participant's prior service that is eligible for purchase.
- (8) **Lump Sum Payment Required Within 120 Days.** Upon completion of the cost study, the Pension Committee Secretary will notify the Participant of the lump sum amount required to purchase prior service credit, as reflected in the cost study. Within 120 days of receiving this notice or of receiving notice of the Pension Committee's approval of the Participant's application to purchase service credit, whichever is later, the Participant shall remit said lump sum amount in the form and manner required by paragraphs (9)-(11) below, the Pension Committee Secretary, and GMEBS. The Participant may remit less than the full lump amount necessary to purchase all of the prior service credit which is eligible for purchase, in which case the percentage of service credit awarded will be equal to the percentage of the full amount remitted. The Pension Committee Secretary shall have the authority to extend the 120-day time period for payment of lump sum amounts required to purchase service credit if, for reasons outside the control of the Participant, payment cannot be made within the 120-day period. However, the time limit for payment will not be extended any later than an additional 120 days and in no event may a Participant make such payment after his or her termination of employment.
- (9) **Method of Payment.** To the extent permitted by the Internal Revenue Code and regulations issued thereunder, the lump sum amount referred to in paragraph (8) above may be paid via one or more of the following sources: (1) a direct trustee-to-trustee transfer from a 401(a) qualified retirement plan, a governmental 457(b) deferred compensation plan or a 403(b) tax sheltered annuity; (2) a qualified rollover from a governmental 457(b) plan, 403(b) tax-sheltered annuity plan, 401(a) qualified plan, 403(a) annuity plan, or a 408(a) or 408(b) individual retirement account or annuity (traditional IRA); or (3) a lump sum contribution of after-tax funds. Participants shall be solely responsible

for effecting the payment referred to herein. Participants will not be permitted to purchase credit via payroll deduction.

- (10) **Limitation on Amount of Lump Sum Payment.** If the lump sum amount referred to in paragraph (8) is paid via any method other than as described under paragraph (9)(1) or (9)(2) above, then the Participant shall not be permitted to contribute to the Plan in any calendar year an amount which exceeds any applicable limit specified in Internal Revenue Code Section 415.

- (11) **IRC 415, Other Limitations.** Notwithstanding any other provision of the Adoption Agreement or this Addendum to the contrary, the Plan will not accept and shall return without interest any contribution or portion of a contribution made to purchase service credit if such contribution would result in a violation of the applicable limitations established under Internal Revenue Code Section 415(b), (c), or (n) or any other provision of law or the Plan, or if it is later determined that the Participant's prior service is not eligible for purchase, and any prior service credit attributable to said contribution or portion of a contribution will be forfeited.

- (12) **Return of Contributions.** Contributions made to purchase prior service credit shall be used to fund retirement and death benefits payable under the Plan relating to such credit. Contributions shall not otherwise be refundable to the Participant or any other person, except as otherwise provided in this paragraph (12) or in Section 13.06 or 18.04 of the Master Plan Document (concerning failure to exhaust or termination of the Plan, respectively). Participants (check one):
 - will not be permitted to withdraw contributions made to purchase prior service credit upon termination of employment (Participants must be vested to purchase prior service credit).

 - will not be permitted to withdraw contributions made to purchase prior service credit upon termination of employment, unless they are not vested upon termination (Participants are not required to be vested to purchase prior service credit).

 - will be permitted to withdraw contributions made to purchase service credit upon termination of employment, subject to the provisions of Section 13.03(c) of the Master Plan Document

concerning the effect of withdrawal. For purposes of determining the amount of any refund of contributions made to purchase service credit, said contributions shall be credited with interest at 0% (but see General Addendum subsection 16(i) concerning the rate of interest in the event of failure to exhaust), subject to any limitations on the crediting of interest in Section 13.03(c) of the Master Plan Document.

- will be permitted to withdraw contributions made to purchase service credit upon termination of employment, subject to the following conditions for repayment (must describe):

Note: Partial withdrawal of employee contributions is not permitted. If the Participant withdraws contributions made to purchase service credit, the Participant will forfeit any and all service credit and/or benefits attributable to such purchase for all purposes.

(13) Repayment Upon Reemployment. If the Participant returns to employment with the Employer after having withdrawn his contributions made to purchase prior service credit, the Participant (check one):

- not applicable (withdrawal not permitted).
- will not be permitted to re-purchase said service credit upon reemployment.
- will be permitted to re-purchase said service credit upon reemployment, based on the actuarial cost of such service credit, taking into account the additional actuarial cost of any benefit enhancements adopted prior to reemployment pursuant to paragraph (14) below, provided that the Participant makes application for such re-purchase within [insert time limit] after reemployment and provided the Participant effects payment for such re-purchase in accordance with and subject to the provisions of this Addendum within [insert time limit] after the application is approved.
- will be permitted to re-purchase said service credit upon reemployment, subject to the following conditions for

repayment (must describe other repayment method): A Participant who returns to employment with the City after having withdrawn Contributions made to purchase prior service credit shall be subject to the applicable provisions of Section 13.03(d) and (e) of the Master Plan concerning repayment of Employee Contributions for the purpose of restoring Credited Service under this Plan that was previously forfeited by virtue of the Participant's withdrawal of Employee Contributions, provided, that the period of time between the Participant's Termination of employment and the Participant's date of reemployment is less than or equal to five (5) years. If a Participant returns to employment more than five (5) years after his or her most recent Termination of employment, the Participant will not be eligible to repay withdrawn Employee Contributions or restore previously forfeited Credited Service under the Plan.

(14) Definition of Actuarial Cost. The cost to purchase qualifying prior service credit shall be determined based upon the actuarial cost of said prior service credit. In applying the provisions of the Adoption Agreement and this Service Credit Purchase Addendum, the term "actuarial cost of prior service credit" means:

- the actuarial accrued liability relating to such prior service as determined by the GMEBS actuary and calculated using the actuarial assumptions and methods established for this purpose in the funding policy adopted by the GMEBS Board of Trustees.**
- Other (must specify other method of determining actuarial cost for this purpose): _____.**

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

Attest: CITY OF CARTERSVILLE, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

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

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

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Second Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Amendment to Retirement Plan Ordinances
DEPARTMENT SUMMARY RECOMMENDATION:	Moving to GMEBS creates a need to amend several of our existing retirement plan ordinances. Upon second reading, I recommend approval of these amendments.
LEGAL:	Reviewed by Archer & Lovell

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 16 – PERSONNEL. ARTICLE II. - EMPLOYEE BENEFITS. DIVISION 2. RETIREMENT PLAN. SEC. 16-51. ADOPTED; SHORT TITLE; DEFINITION is hereby amended by deleting in its entirety and replacing it as follows:

1.

Sec. 16-51. Adopted; short title; definition.

- (a) The Cartersville Retirement Plan was created on April 15, 1967 with Lincoln National Life Insurance Company, Fort Wayne, Indiana, and in 2011 the plan's assets were transferred over to Benefit Trust Company, a Kansas company, a copy of which is on file in the office of the city manager. In 2021, the plan's assets were transferred to the Salem Trust Company, a copy of the agreement is on file at the city clerk's office. In September 2023, the plan assets were transferred to the Georgia Municipal Employees Benefit System (GMEBS). The retirement plan and all of its business shall be transacted and all of its funds shall be invested by GMEBS; and, all of its cash, securities and other property, shall be held in trust by GMEBS, for the purposes set forth in this plan.
- (b) As used in this division, "retirement plan" or "plan" means the Cartersville Retirement Plan as incorporated in subsection (a).
- (c) That the 1967 pension plan document as amended and restated as of July 1, 2023 was adopted by the city council on August 3, 2023. A copy of the 1967 pension plan is kept by and maintained at the city clerk's office. This plan covers employees hired before January 1, 2017.
- (d) That the 2017 pension plan document as amended and restated as of July 1, 2023 was adopted by the city council on August 3, 2023. A copy of the 2017 pension plan is kept by and maintained at the city clerk's office. This plan covers employees hired on or after January 1, 2017.
- (e) Upon adoption of an amendment to the pension plan, the proper officers of the employer and the pension board are hereby authorized and directed to take each other and further action on the advice of counsel, including the making of additional amendments not inconsistent with the general tenor of the foregoing, so that the plan, as amended, continues to meet the qualification requirements of Section 401(a) of the Internal Revenue Code of 1986, as amended (the "code"), and the implementing trust thereunder continues to be tax-exempt under said code, and the 2017 plan , as amended, satisfies the qualification requirements of Section 401(a) of the code, and the implementing trust thereunder is tax-exempt under said code.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this Ordinance may be renumbered and/or alphabetized accordingly to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 16 – PERSONNEL. ARTICLE II. - EMPLOYEE BENEFITS. DIVISION 2. RETIREMENT PLAN. SEC. 16-58. EARLY RETIREMENT FOR POLICE AND FIRE PERSONNEL is hereby amended by deleting section (c) only and replacing it as follows:

1.

Sec. 16-58. Early retirement for police and fire personnel.

(c) Employee's hired on or before July 20, 2000 within the police and fire department who elect to retire early under this retirement option, are eligible to continue insurance coverage under the city's medical, dental and life insurance plan, but must pay the entire insurance premium between the age of fifty (50) and fifty-five (55). A retiree under this early retirement option who elects not to continue participation with the city's insurance provider would relinquish their right to all future insurance coverage through the city.

2.

All other existing provisions of Sec. 16-58 not changed herein, shall remain as is.

3.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this Ordinance may be renumbered and/or alphabetized accordingly to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____

JULIA DRAKE, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 16 – PERSONNEL. ARTICLE II. - EMPLOYEE BENEFITS. DIVISION 2. RETIREMENT PLAN. SEC. 16-59. DISABILITY is hereby amended by deleting it in its entirety and replacing it as follows:

1.

Sec. 16-59. Reserved.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this Ordinance may be renumbered and/or alphabetized accordingly to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____

JULIA DRAKE, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 16 – PERSONNEL. ARTICLE II. - EMPLOYEE BENEFITS. DIVISION 2. RETIREMENT PLAN. SEC. 16-60. DISABILITY RETIREMENT is hereby amended by deleting it in its entirety and replacing it as follows:

1.

Sec. 16-60. Reserved.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this Ordinance may be renumbered and/or alphabetized accordingly to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 16 – PERSONNEL. ARTICLE II. - EMPLOYEE BENEFITS. DIVISION 2. RETIREMENT PLAN. SEC. 16-61. DISABILITY RETIREMENT BENEFITS is hereby amended by deleting it in its entirety and replacing it as follows:

1.

Sec. 16-61. Reserved.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this Ordinance may be renumbered and/or alphabetized accordingly to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____

JULIA DRAKE, CITY CLERK

Ordinance no. _____

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 16 – PERSONNEL. ARTICLE II. - EMPLOYEE BENEFITS. DIVISION 2. RETIREMENT PLAN. SEC. 16-62. COURT ORDER RETIREMENT BENEFITS is hereby amended by deleting it in its entirety and replacing it as follows:

1.

Sec. 16-62. Reserved.

2.

It is the intention of the city council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this Ordinance may be renumbered and/or alphabetized accordingly to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: _____

SECOND READING: _____

MATTHEW J. SANTINI, MAYOR

ATTEST: _____

JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Dedication and Maintenance Agreement – Satterfield Commons Townhomes
DEPARTMENT SUMMARY RECOMMENDATION:	This is the Certificate of Dedication and Maintenance Agreement of water and sewer lines for the Satterfield Commons Townhome Project. It is recommended for approval.
LEGAL:	Reviewed by Archer & Lovell

After recording return to:
Archer & Lovell PC
PO Box 1024
Cartersville, GA 30120

STATE OF GEORGIA
COUNTY OF BARTOW

CERTIFICATE OF DEDICATION AND MAINTENANCE AGREEMENT
(Water & Sewer – Satterfield Commons Townhomes)

THIS AGREEMENT, made and entered the ____ day of _____, 2023, by and between, **SOUTHEAST-CENTER ROAD ACQUISITION LLC** (hereinafter referred to as “Grantor”), and the **CITY OF CARTERSVILLE, GEORGIA**, a municipal corporation, (hereinafter referred to “Grantee”), provides as follows:

For and in consideration of the approval of a final plat of development in Bartow County, Georgia, approved by the City of Cartersville Water Department, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Grantor, being the owner of fee simple title to all lands shown and depicted upon the development plans approved by Grantee in connection with Grantor’s application for a land disturbance permit for Satterfield Commons Townhomes, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A” (the “Development Plans”), does hereby dedicate and convey in fee simple to Grantee for the use and benefit of the public forever all water and sewer lines, any water and sewer easements, manholes, fire hydrant assembly, and other facilities and infrastructure to be constructed in accordance with the Development Plans (the “Water and Sewer Facilities”).

Grantor hereby warrants that this conveyance is free and clear of any liens and encumbrances, except those (x) recorded in the land records of Bartow County or (y) otherwise specifically made known to and accepted by the City in writing.

A Performance and Maintenance Bond has been provided by the developer of the Project, Paran Homes, LLC (the “Developer”), to the City of Cartersville, in the amount of \$192,871.25 which such amount is intended to equal 25% of the total cost to develop and install the Water and Sewer Facilities. The Performance and Maintenance Bond shall expire pursuant to the conditions stated therein.

Grantor does hereby agree to hold the Grantee harmless for a period of eighteen (18) months from the date of written acceptance by the Grantee and completion and development of installation by Grantor of the Water and Sewer Facilities (the “Completion Date”, and the eighteen (18) month period following the Completion Date, the “Bond Period”) and agrees that the City of Cartersville shall not be liable during the Maintenance Period (as hereinafter defined) for claims of damages resulting from negligence in the design, construction installation, maintenance and/or permitting of said Water and Sewer Facilities, including without reservation any claims for flooding or diversion of surface water caused or created by said development and activities performed on private property by the Grantor, its heirs, successors and assigns. Should any such claim be made against Grantee during the Bond Period with respect to liability arising during the Maintenance Period relating to the Water and Sewer Facilities, Grantor agrees and warrants that upon written notice thereof it will, as its sole cost and expense, defend and indemnify the Grantee fully from any such action, except to the extent resulting from Grantee’s gross negligence or willful misconduct. Utilities owned and operated by a governmental body or public utility company not

constructed by the Grantor or his contractor shall be the responsibility of the utility and not the Grantor.

At the end of the period that is twelve (12) months from the Completion Date (the "Maintenance Period"), the Grantee shall perform an inspection of the Water and Sewer Facilities. The Grantor shall be notified of the inspection results in writing within thirty (30) days from the date of expiration of the Maintenance Period. If repairs are needed to the Water and Sewer Facilities to meet City specifications, the Grantor shall be required to make such repairs within sixty (60) days after written notification by the Grantee, as such period may be extended due to delays beyond the reasonable control of the Developer or Grantor. If the repairs are not completed, the Grantee may upon notice to Grantor perform such repairs and the Performance and Maintenance Bond shall be called in to pay for the reasonable out of pocket costs incurred by Grantee to perform such repairs. Should the amount of the Performance and Maintenance Bond be inadequate to pay for the reasonable out of pocket costs incurred by Grantee to perform such repairs, the Grantor shall pay the remaining amount. Should the Grantor complete necessary maintenance repairs, it shall request in writing to the Grantee for inspection of the maintenance repairs. The Grantee shall make inspection and notify the Developer of the inspection results. If the maintenance repairs meet City specifications, the Grantee will provide written approval of the Water and Sewer Facilities and shall assume responsibility for the future maintenance of improvements within the road right-of-way, water and sanitary sewer utilities and all other facilities as provided by law; provided, however, this responsibility shall not commence in any instance where repairs or corrections have not been completed on any claim for which written notice was given to the Grantor during the Maintenance Period until such repairs or corrections are complete.

Grantor further covenants that all conveyances of title subsequent hereto shall be subject to the warranties and agreements set forth herein and that subsequent conveyance of title shall not constitute a release of Grantor from the obligations herein assumed.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has affixed its hand and seal the day and year set forth above.

Signed, sealed and delivered in the presence of:

Witness Matthew Fisher

Notary Public Kimberley Clark

My Commission Expires: Dec 3, 2023

[SEAL]

KIMBERLEY CLARK
Notary Public - State of New York
No. 01CL6178510
Qualified in Richmond County
My Comm. Expires Dec. 3, 2023

SOUTHEAST-CENTER ROAD ACQUISITION LLC,
a Delaware limited liability company

By: Southeast Acquisition LLC, a Delaware limited liability company, its sole member

By: JPMorgan Chase Bank, N.A., its manager

By: Christopher Castellini
Name: Christopher Castellini
Title: Vice President

ACCEPTANCE BY CITY OF CARTERSVILLE

I hereby certify that the foregoing Certificate of Dedication and Maintenance Agreement for Satterfield Commons Townhomes, was approved and accepted by the City of Cartersville in a regularly called meeting on _____, 20__ by a vote of AYE ____ NAY ____, ABSTAIN ____, and ABSENT ____.

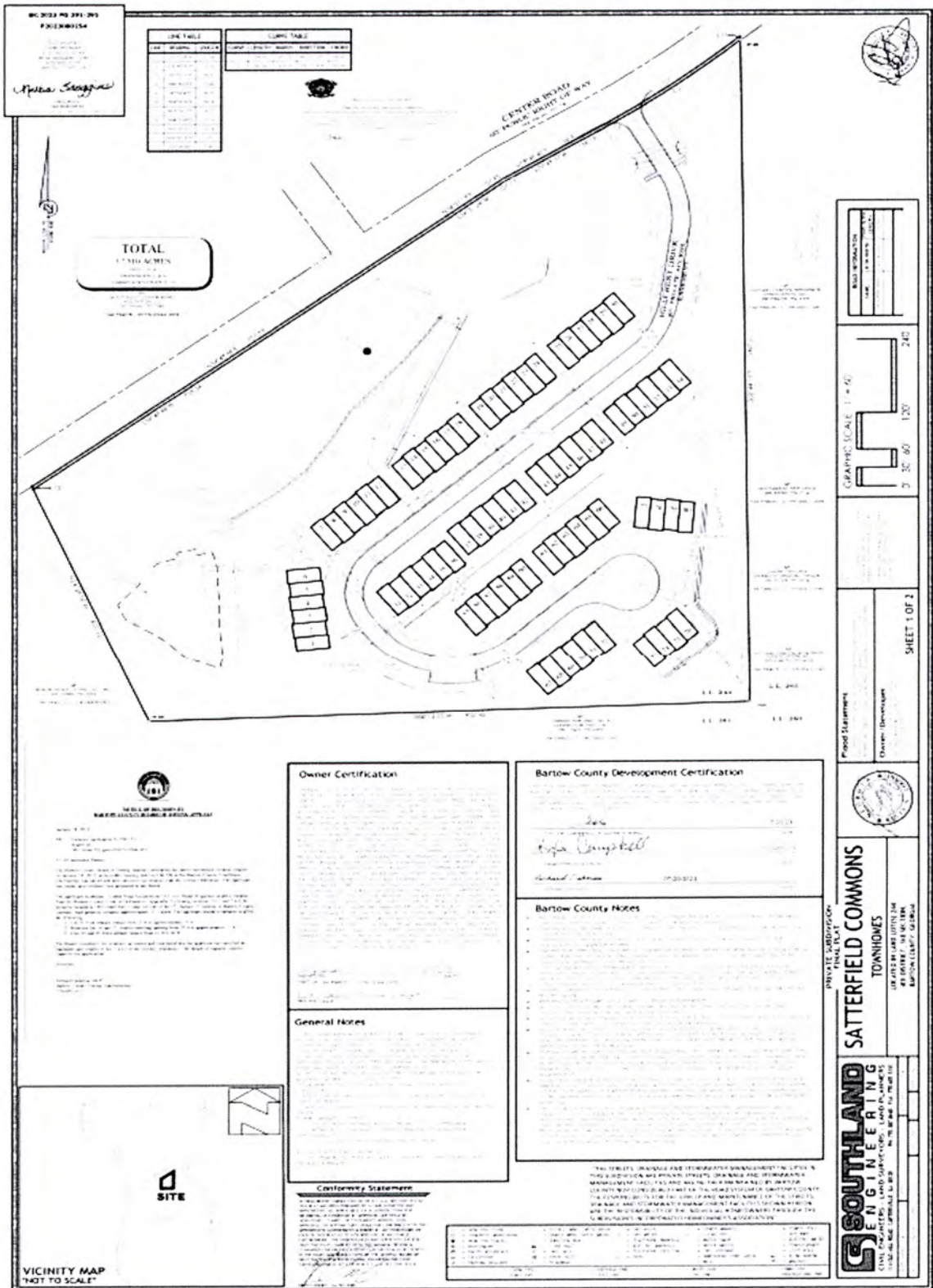
Matthew J. Santini, Mayor

ATTEST:

Julia Drake, City Clerk

EXHIBIT A

Development Plans



Satterfield Commons Townhomes

NY 79658637v3



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Dedication and Maintenance Agreement – The Bend at Pettit Creek Townhomes
DEPARTMENT SUMMARY RECOMMENDATION:	This is the Certificate of Dedication and Maintenance Agreement of water and sewer lines for the Bend at Pettit Creek Townhomes Project. It is recommended for approval.
LEGAL:	Reviewed by Archer & Lovell

After recording return to:
Archer & Lovell PC
PO Box 1024
Cartersville, GA 30120

STATE OF GEORGIA
COUNTY OF BARTOW

CERTIFICATE OF DEDICATION AND MAINTENANCE AGREEMENT
(Water & Sewer – The Bend at Pettit Creek - Townhomes)

THIS AGREEMENT, made and entered the _____ day of August, 2023, by and between, **LIPSCOMB CIRCLE OWNER, LLC** (hereinafter referred to as “Grantor”), and the **CITY OF CARTERSVILLE, GEORGIA**, a municipal corporation, (hereinafter referred to “Grantee”), provides as follows:

For and in consideration of the approval of a final plat of development in Bartow County, Georgia, approved by the City of Cartersville Water Department, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Grantor, being the owner of fee simple title to all lands shown and depicted upon said Development Plans for The Bend at Pettitt Creek Townhomes – Lipscomb Circle, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A,” does hereby dedicate and convey in fee simple to Grantee for the use and benefit of the public forever all water and sewer lines, any water and sewer easements, manholes, fire hydrant assembly, and other facilities and infrastructure and other public purposes in accordance with the construction plans as approved for the The Bend at Pettit Creek Townhomes, Cartersville, Georgia. Grantor hereby warrants that this conveyance is

free and clear of any liens and encumbrances, except those specifically made known to and accepted by the City in writing.

A Performance and Maintenance Bond has been provided by the Developer or Owner of the Project, **LIPSCOMB CIRCLE OWNER, LLC**, to the City of Cartersville, in the amount of \$477,370.00 consisting of 25% of the total cost of water and sewer lines, any water and sewer easements, manholes, fire hydrant assembly, and other facilities and infrastructure and other public purposes improvements. The Performance and Maintenance Bond shall expire pursuant to the conditions stated therein.

Grantor does hereby agree to hold the Grantee harmless for a period of eighteen (18) months from the date of written acceptance by the Grantee and installation by Grantor, of all the water and sewer lines, any water and sewer easements, manholes, fire hydrant assembly, and related facilities and infrastructure, installed in accordance with the construction plans as approved and agrees that the City of Cartersville shall not be liable for claims of damages resulting from negligence in the design, construction installation, maintenance and/or permitting of said improvements, including without reservation any claims for flooding or diversion of surface water caused or created by said development and activities performed on private property by the Grantor, its heirs, successors and assigns. Should any such claim be made against Grantee during the period of this Agreement, Grantor agrees and warrants that upon written notice thereof it will, as its sole cost and expense, defend and indemnify the Grantee fully from any such action. Utilities owned and operated by a governmental body or public utility company not constructed by the Grantor or his contractor shall be the responsibility of the utility and not the Grantor.

At the end of the twelve (12) month maintenance period, the Grantee shall perform an inspection of the development. The Grantor shall be notified of the inspection results in writing within thirty (30) days from the date of expiration of the twelve (12) month maintenance period. If repairs are needed for the improvements to meet City specifications, the Grantor shall be required to make such repairs within sixty (60) days after written notification by the Grantee. If the repairs are not completed, the Maintenance Bond/Letter of Credit shall be called in to pay for the repairs. Should the amount of the Maintenance Bond/Letter of Credit be inadequate to pay for the repairs, the developer shall pay the remaining amount. Should the Grantor complete necessary maintenance repairs, he shall request in writing to the Grantee for inspection of the maintenance repairs. The Grantee shall make inspection and notify the developer of the inspection results. If the maintenance repairs meet City standards, the Grantee will provide written approval of the improvements and shall assume responsibility for the future maintenance of improvements within the road right-of-way, water and sanitary sewer utilities and all other facilities as provided by law; provided, however, this responsibility shall not commence in any instance where repairs or corrections have not been completed on any claim for which written notice was given to the Grantor during the eighteen (18) month period until such repairs or corrections are complete.

Grantor further covenants that all conveyances of title subsequent hereto shall be subject to the warranties and agreements set forth herein and that subsequent conveyance of title shall not constitute a release of Grantor from the obligations herein assumed.

[SIGNATURE ON NEXT PAGE]

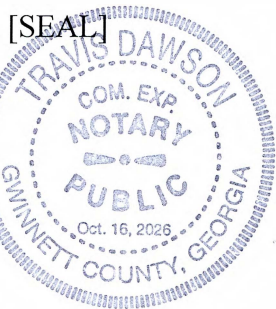
IN WITNESS WHEREOF, the undersigned has affixed its hand and seal the day and year set forth above.

Signed, sealed and delivered in the presence of

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: 10.16.2026



LIPSCOMB CIRCLE OWNER, LLC
(owner) By: Lipscomb Circle JV LLC, its sole member
By: PGC Lipscomb Circle, LLC, its Managing Member
By: PGC Investors, LLC, its manager
By: Pine Grove Communities, LLC, its sole member

By: [Signature]

Print Name: Scott Debow

Title: Manager

ACCEPTANCE BY CITY OF CARTERSVILLE

I hereby certify that the foregoing Certificate of Dedication and Maintenance Agreement for The Bend at Pettit Creek Townhomes, was approved and accepted by the City of Cartersville in a regularly called meeting on _____, 2023 by a vote of:

AYE _____

NAY _____

ABSTAIN _____

ABSENT _____

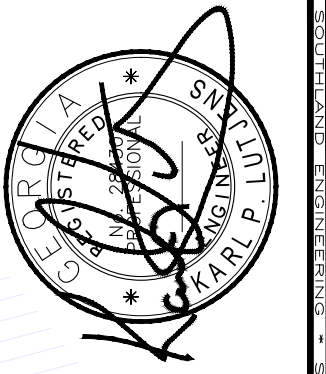
Matthew J. Santini, Mayor

ATTEST:

Julia Drake, City Clerk

[AFFIX SEAL]

EXHIBIT "A"



Bartow County Notes

- RECORDING OF THIS PLAT CONSTITUTES APPROVAL FROM THE BARTOW COUNTY ZONING DEPARTMENT ONLY AND DOES NOT CONSTITUTE ACCEPTABILITY FOR BUILDING PERMITS.
- OWNER/DEVELOPER SHALL ACCEPT FULL LIABILITY FOR THE SAFETY OF ALL PERSONS IN OR AROUND THE DETENTION POND AT ALL TIMES.
- OWNER/DEVELOPER SHALL INDEMNIFY THE COUNTY AGAINST ALL SUITS BROUGHT ABOUT BY THE NEGLIGENCE OF OWNER/DEVELOPER.
- OWNER/DEVELOPER SHALL TAKE PRECAUTIONARY MEASURES TO DETER CHILDREN AND INDIVIDUALS FROM GOING NEAR THE DETENTION POND. PARENTS SHALL BE WARNED TO KEEP CHILDREN AWAY FROM THE FACILITY AND WARNING SIGNS SHOULD BE POSTED.
- IT IS THE OWNER/DEVELOPER/BUILDER'S RESPONSIBILITY TO ENSURE THAT RESIDENTIAL LOTS HAVE SUFFICIENT GRADE TO PREVENT FLOODING OF PROPOSED STRUCTURES AND PERTINENT IMPROVEMENTS SUCH AS ONSITE SEPTIC SYSTEMS. OWNER/DEVELOPER SHALL NOTIFY BUILDER OF ANY SPECIAL CONDITIONS RELATING TO LOT DRAINAGE AND FLOODING POTENTIAL.
- DITCHES / DRAINAGE EASEMENTS (D.E.) WITHIN THE SUBDIVISION SHALL BE MAINTAINED AND PROTECTED BY THE OWNER.
- RESIDENTIAL FENCES ARE NOT ALLOWED IN DRAINAGE EASEMENTS.
- ACCESS TO DETENTION PONDS SHALL REMAIN IN-PLACE AT ALL TIMES. RESIDENTIAL FENCING AND LANDSCAPING SHALL NOT BE ALLOWED WITHIN THIS AREA.
- DETENTION AREA SHALL REMAIN AS A DETENTION POND PER APPROVED DESIGN AND CERTIFIED AS-BUILT IN PERPETUITY AND SHALL NOT BE ENCLOSED UPON FOR ANY REASON.
- BUILDER SHALL PROVIDE COUNTY ZONING/BUILDING INSPECTIONS DEPARTMENT, AS-BUILT MINIMUM FINISHED FLOOR ELEVATIONS FOR ALL RESIDENTIAL LOTS AFFECTED BY FLOOD HAZARDS. ELEVATIONS SHALL BE CERTIFIED BY DESIGN ENGINEER, FOR DESIGN COMPLIANCE PRIOR TO THE FRAMING/ROUGH INSPECTION OF INDIVIDUAL BUILDING.
- SIDEWALKS ARE REQUIRED AS SHOWN ON PLAT AND SHALL BE CONSTRUCTED IN CONFORMITY WITH THE DETAILS FOUND IN THE BARTOW COUNTY SITE AND UTILITY DETAILS FOR DEVELOPMENT. SIDEWALKS SHALL BE INSTALLED BY THE DEVELOPER AND/OR BUILDER AND PRIOR TO REQUEST OF A FINAL INSPECTION AND/OR CERTIFICATE OF OCCUPANCY. DEVELOPER IS RESPONSIBLE FOR INFORMING BUILDER OF SAID REQUIREMENT.
- ACCEPTANCE AND/OR SUBSEQUENT ACCEPTANCE OF THESE PLANS DOES NOT CONSTITUTE APPROVAL BY BARTOW COUNTY OF ANY LAND DISTURBING ACTIVITIES WITHIN WETLAND AREAS, JURISDICTIONAL WATERS OF THE STATE, AREAS OF THREATENED/ENDANGERED SPECIES, OR AREAS OF HISTORICAL SIGNIFICANCE. IT IS THE OWNER'S RESPONSIBILITY TO CONTACT THE APPROPRIATE REGULATORY AGENCY FOR ANY REQUIRED APPROVALS.
- THE DETENTION POND(S) SHALL REMAIN AS PRIVATE PROPERTY. OWNERSHIP, MAINTENANCE AND ALL LIABILITIES ASSOCIATED WITH THE DETENTION POND(S) SHALL REMAIN WITH THE OWNERS AND SUCCESSORS. OWNER/DEVELOPER SHALL PROVIDE THAT OBLIGATIONS ASSOCIATED WITH THE DETENTION POND BE TRANSFERRED TO ALL SUCCESSORS AND ASSIGNS OF PROPERTY, AND SHALL ACCEPT RESPONSIBILITY FOR INFORMING SUCH SUCCESSORS AND ASSIGNS OF SAID OBLIGATIONS. STORM WATER DETENTION FACILITY SHALL REMAIN IN PLACE AS APPROVED AND AS-BUILT CERTIFIED IN PERPETUITY AND SHALL NOT BE ENCLOSED UPON FOR ANY REASON.

Owner Certification

I HEREBY CERTIFY THAT I AM THE OWNER OF THE LAND SHOWN ON THIS PLAT (OR A DULY AUTHORIZED AGENT THEREOF) WHOSE NAME IS SUBSCRIBED HERETO. I ACKNOWLEDGE THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND FOR VALUE RECEIVED THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, I DO HEREBY CONVEY ALL PUBLIC STREETS AND RIGHTS-OF-WAY, DETENTION POND LOTS, WATER MAINS AND SEWER LINES SHOWN HEREON IN FEE SIMPLE TO BARTOW COUNTY AND FURTHER DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES HEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS HEREIN EXPRESSED, IN CONSIDERATION OF THE APPROVAL OF THIS CONSTRUCTION PLAN AND OTHER VALUABLE CONSIDERATIONS, I FURTHER RELEASE AND HOLD HARMLESS BARTOW COUNTY FROM ANY AND ALL CLAIMS, DAMAGES, OR DEMANDS ARISING ON ACCOUNT OF THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE PROPERTY SHOWN HEREON; ON ACCOUNT OF THE ROADS, FILLS, EMBANKMENTS, DITCHES, CROSS DRAINS, CULVERTS, WATER MAINS, SEWER LINES, AND BRIDGES WITHIN THE PROPOSED RIGHTS-OF-WAY AND EASEMENTS SHOWN; AND ON ACCOUNT OF BACKWATER, THE COLLECTION AND DISCHARGE OF SURFACE WATER, OR THE CHANGING OF COURSES OF STREAMS, AND FURTHER, I WARRANT THAT I OWN FEE SIMPLE TITLE TO THE PROPERTY SHOWN HEREON AND AGREE THAT BARTOW COUNTY SHALL NOT BE LIABLE TO ME, MY HEIRS, SUCCESSORS, OR ASSIGNS FOR ANY CLAIMS OR DAMAGES RESULTING FROM THE CONSTRUCTION OR MAINTENANCE OF CROSS DRAIN EXTENSIONS, DRIVES, STRUCTURES, STREETS, CULVERTS, CURBS, OR SIDEWALKS, THE CHANGING OF COURSES OF STREAMS AND RIVERS, FLOODING FROM NATURAL CREEKS AND RIVERS, SURFACE WATERS, AND ANY OTHER MATTER WHATSOEVER. I FURTHER WARRANT THAT I HAVE THE RIGHT TO SELL AND CONVEY THE LAND ACCORDING TO THIS PLAT AND DO HEREBY BIND OWNERS AND MYSELF SUBSEQUENT IN TITLE TO DEFEND BY VIRTUE OF THESE PRESENTS.

SIGNATURE _____ DATE _____
 TAX PARCEL: 0071-0020-001
 PRINTED NAME _____

General Notes

- THIS DEVELOPMENT IS SUBJECT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS AS RECORDED IN THE BARTOW COUNTY SUPERIOR COURT CLERKS OFFICE IN DEED BOOK: _____; PAGE: _____
- ALL PROPERTY CORNERS ARE 1/2" REBAR, EXCEPT AS SHOWN.
- THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS COLLECTED WITH RTK GPS WITH A POSITIONAL ACCURACY OF 0.05M AND 0.07V.
- THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 160,000 FEET.
- EQUIPMENT USED: CHAMPION PRO BASE AND ROVER GPS WITH DATA COLLECTOR.
- RIGHTS OF WAY ARE BASED UPON PINS FOUND AND/OR CENTERLINES OF PATHS OF TRAVEL.
- DRAINAGE EASEMENTS OFF THE RAW SHALL BE MAINTAINED BY THE PROPERTY OWNER.
- PROPOSED TOWNHOMES, DRIVEWAYS, AND SIDEWALK SHOWN IN GREEN/SCALE.
- 100 YEAR FLOOD PONDING LIMITS CONTAINED TO STRUCTURES UNLESS SHOWN OTHERWISE.
- UTILITY EASEMENTS TO BE 20' IN WIDTH, CENTERED ON UTILITIES AS CONSTRUCTED.

Bartow County Development Certification

THIS PLAT, HAVING BEEN SUBMITTED TO BARTOW COUNTY AND HAVING BEEN FOUND TO COMPLY WITH THE BARTOW COUNTY DEVELOPMENT STANDARDS AND THE BARTOW COUNTY ZONING ORDINANCE, IS APPROVED SUBJECT TO THE INSTALLATION AND DEDICATION OF ALL STREETS, UTILITIES, EASEMENTS, AND OTHER IMPROVEMENTS IN ACCORDANCE WITH THE DEVELOPMENT REGULATIONS AND THE POSTING OF A TWO YEAR MAINTENANCE SECURITY.

CITY OF CARTERSVILLE WATER SYSTEM	DATE
ENGINEERING DIVISION	DATE
ZONING DIVISION	DATE

Conformity Statement

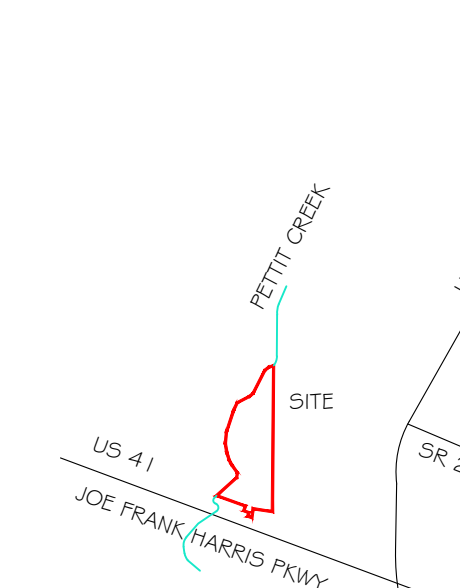
AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR. THIS PLAT HAS BEEN APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS THAT REQUIRE PRIOR APPROVAL FOR RECORDING THIS TYPE OF PLAT OR ONE OR MORE OF THE APPLICABLE LOCAL JURISDICTIONS DO NOT REQUIRE APPROVAL OF THIS TYPE OF PLAT. FOR ANY APPLICABLE LOCAL JURISDICTION THAT REQUIRES APPROVAL OF THIS TYPE OF PLAT, THE NAMES OF THE INDIVIDUALS SIGNING OR APPROVING THIS PLAT, THE AGENCY OR OFFICE OF THAT INDIVIDUAL, AND THE DATE OF APPROVAL ARE LISTED IN THE APPROVAL TABLE SHOWN HEREON. SUCH APPROVALS, AFFIRMATIONS, OR ORDINANCE OR RESOLUTION NUMBERS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

KEVIN COONEY - GA PLS 2980

TOTAL 30.742 ACRES

N/F LIPSCOMB CIRCLE OWNER LLC DB:3466 PG:344
 TAX PARCEL: 0071-0020-001

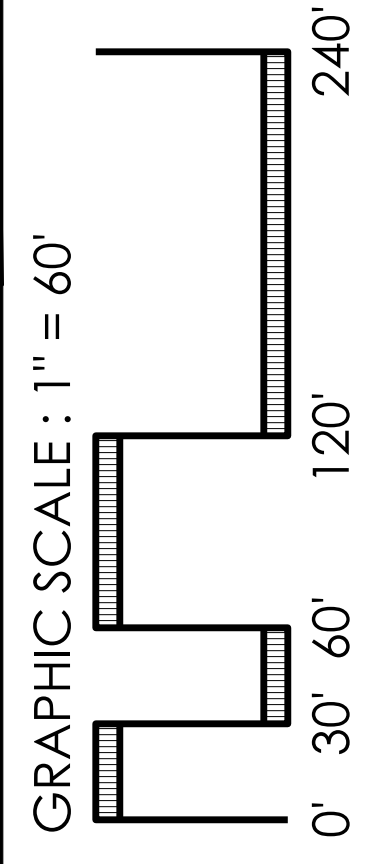
100-YR FLOOD PLAIN (AS SCALED FROM BARTOW COUNTY REGULATOR FEMA ZONE: AE)



IRON PIN FOUND	CONCRETE MON-FOUND	IRON PIN PLACED	BENCHMARK	PHOTO REFERENCE	EXCEPTIONS	PARKING BOLLARD	STORM PIPE	SEWER PIPE	DOUBLE WING CATCH BASIN	SINGLE WING CATCH BASIN	JUNCTION BOX	CURB INLET	YARD INLET	DROP INLET	HEADWALL	GAS VALVE	GAS METER	TELEPHONE MANHOLE	ELECTRIC MANHOLE	TELEPHONE PEDESTAL	SIGN	SEWER MANHOLE	CLEAN OUT	WATER VALVE	WATER METER	FIRE HYDRANT	IRRIGATION CONT. VALVE	WELL	POWER POLE	GUY WIRE	ELECTRIC METER	TRANSFORMER	LIGHT POLE	FLOW ARROW	MAILBOX	WATER LINE	COMM. LINE	GAS LINE	UNDERGROUND PWR.
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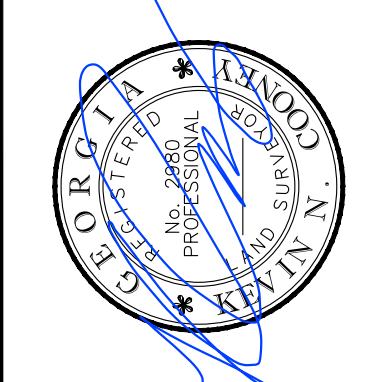
N/F FRANK BISHOP # LOUISE ROGERS DB:436; PG: 113
 TAX PARCEL: CO53-0001-001

ROAD INFORMATION		
NAME	R/W WIDTH	PAVT. B. RW LENGTH



ZONED: R-35
 TOTAL AREA OF SITE: 33.7 ACRES
 TOTAL AREA OF DEVELOPMENT: 20.0 ACRES
 MINIMUM LOT FRONTAGE: 200 FEET
 A. FRONT YARD SETBACK: 25 FEET
 B. SIDE YARD SETBACK: 25 FEET
 C. REAR YARD SETBACK: 25 FEET

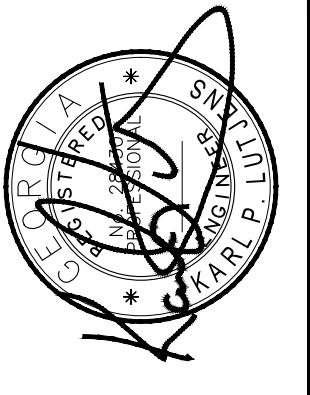
Flood Statement
 ACCORDING TO THE F.P.M. (FLOOD INSURANCE RATE MAP) OF BARTOW COUNTY, PANEL NO. 13015 C 0255 H, DATED OCTOBER 5, 2018 SHOWS THE REFERENCED PARCELS IS IN AN AREA HAVING SPECIAL FLOOD HAZARDS (AE-X).
Owner/Developer
 PINE GROVE PARTNERS LLC
 309 EAST PACES FERRY ROAD, NE, SUITE 400
 ATLANTA, GA 30305
 404-607-7400



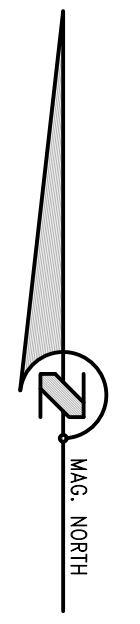
FINAL PLAT
THE BEND AT PETTIT CREEK
A TOWNHOME COMMUNITY
 LOCATED IN LAND LOT(S) 20, 53 & 92
 4th DISTRICT, 3rd SECTION,
 BARTOW COUNTY, GEORGIA

SOUTHLAND ENGINEERING
 CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
 114 OLD MILL ROAD, CARTERSVILLE, GA 30120
 PH: 770-387-0440 FAX: 770-607-5151
 DATE: AUGUST 6, 2023 REV: _____
 JOB NO: 21127
 DATE OF FIELDWORK: JUNE 20, 2023
 DR: KNC CH: KNC APP: KNC
 PK: CFR

VICINITY MAP "NOT TO SCALE"



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.



TOTAL
30.742 ACRES

N/F
LIPSCOMB CIRCLE
OWNER LLC
DB:3466 PG:344

TAX PARCEL:
0071-0020-001

100-YR FLOOD PLAIN
(AS SCALED FROM BARTOW
COUNTY REGULATOR
FEMA ZONE: AE)

FEMA FLOOD-WAY
(AS SCALED FROM
FEMA MAP)

N/F
MASSELL OWNER LLC
DB:3500; PG:82

TAX PARCEL:
0071-0053-001

PETTIT CREEK
(PROPERTY LINE FOLLOWS
CENTERLINE OF CREEK)

N/F
GUNN LARRY WAYNE &
FREDDIE L
DB:3466; PG:355
TAX PARCEL:
0071-0053-003

N/F
WATERMARK 413 LLC
DB:2900; PG:77

TAX PARCEL:
0071H-0002-001

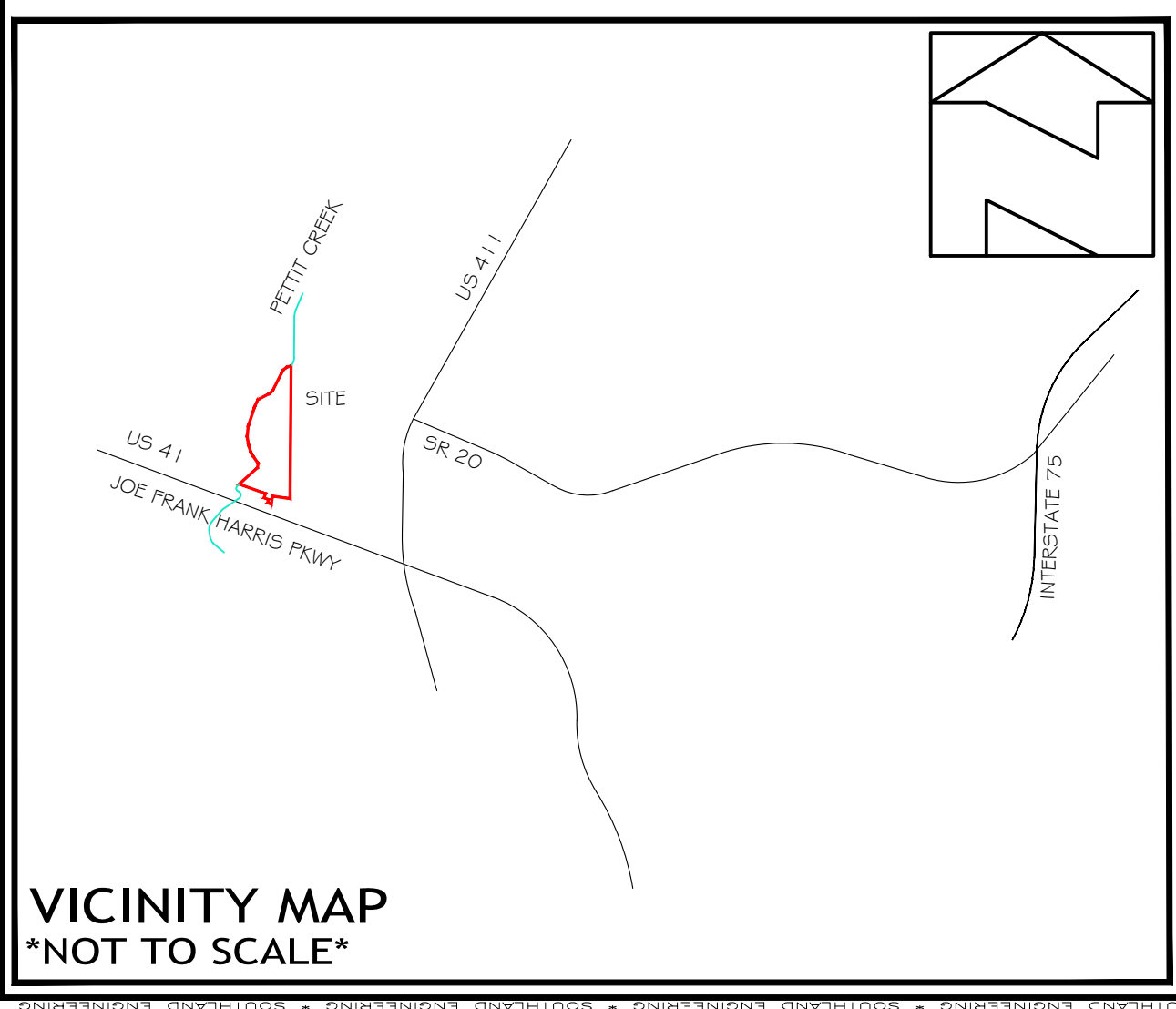
N/F
PAMELA E. POTTER
DB:3359; PG:510

TAX PARCEL:
C053-0001-002

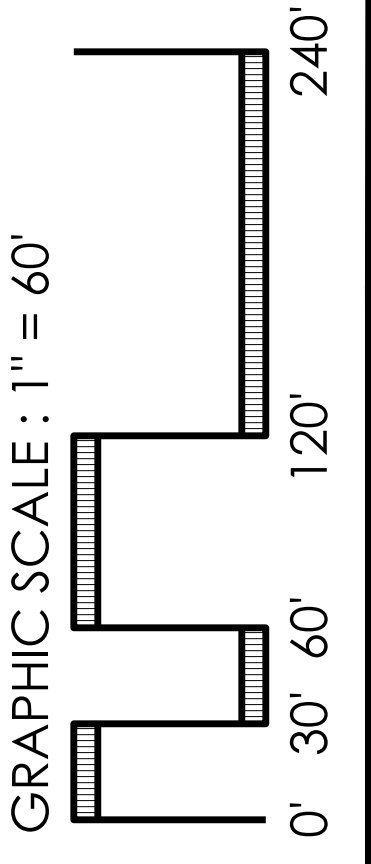
U.S. HWY 41 - S.R. 3 - JOE FRANK HARRIS PKWY
200' PUBLIC RIGHT-OF-WAY
PER PB:23; PG:276

LINE	BEARING	LENGTH
L1	S14°40'07"W	34.97

- = IRON PIN FOUND
- = CONCRETE MON-FOUND
- = IRON PIN PLACED
- ⊕ = BENCHMARK
- ⊙ = PHOTO REFERENCE
- ⊘ = EXCEPTIONS
- ⊚ = PARKING BOLLARD
- = STORM PIPE
- = SEWER PIPE
- = DOUBLE WING CATCH BASIN
- = SINGLE WING CATCH BASIN
- = JUNCTION BOX
- = CURB INLET
- = YARD INLET
- = DROP INLET
- = HEADWALL
- = GAS VALVE
- = GAS METER
- = TELEPHONE MANHOLE
- = ELECTRIC MANHOLE
- = TELEPHONE PEDESTAL
- = SIGN
- = SEWER MANHOLE
- = CLEAN OUT
- = WATER VALVE
- = WATER METER
- = FIRE HYDRANT
- = IRRIGATION CONT. VALVE
- = WELL
- = POWER POLE
- = GUY WIRE
- = ELECTRIC METER
- = TRANSFORMER
- = LIGHT POLE
- = FLOW ARROW
- = MAILBOX
- = WATER LINE
- = GAS LINE
- = COMM. LINE
- = UNDERGROUND PWR.



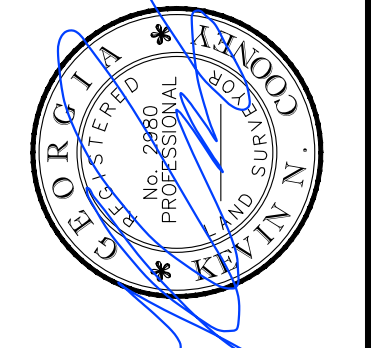
ROAD INFORMATION	
NAME	R/W WIDTH



ZONED: R3S
TOTAL ACREAGE OF SITE: 33.7 ACRES
TOTAL ACREAGE OF FLOOD HAZARD: 200 FEET
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A. FRONT YARD SETBACK: 25 FEET
B. REAR YARD SETBACK: 25 FEET
C. REAR YARD SETBACK: 25 FEET

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Owner/Developer
PINE GROVE PARTNERS LLC
309 EAST PACES FERRY ROAD, NE, SUITE 400
ATLANTA, GA 30305
404-607-7400



FINAL PLAT
THE BEND AT PETTIT CREEK
A TOWNHOME COMMUNITY

LOCATED IN LAND LOT(S) 20, 53 & 92
4th DISTRICT, 3rd SECTION,
BARTOW COUNTY, GEORGIA

SOUTHLAND ENGINEERING
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
114 OLD MILL ROAD, CARTERSVILLE, GA 30120
PH: 770-387-0440 FAX: 770-607-5151
REV: _____
DATE OF FIELDWORK: JUNE 20, 2023
JOB NO: 21127
PK: KNC APP: KNC
CH: KNC



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	Annual Electric System Trimming Contract
DEPARTMENT SUMMARY RECOMMENDATION:	Electric Department requests Council's approval of a contract with Trees Unlimited. This item is budgeted not to exceed \$156,000.
LEGAL:	Reviewed and approved by City Attorney

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF CARTERSVILLE, GEORGIA, hereinafter referred to as "CITY" and W. E. HICKS, INC. d/b/a/ TREES UNLIMITED, a Georgia corporation existing under the laws of the State of Georgia, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the CITY desires to have right of way clearing and maintenance services performed on behalf of its Electric System,

WHEREAS, the Electric Cities of Georgia, of which the CITY is a member, has prepared a request for proposal, Instructions to Contractors, and General Conditions for Right of Way Clearing and Maintenance Services, attached hereto and incorporated herein as Exhibit "A".

WHEREAS, Electric Cities of Georgia, on behalf of its members, has solicited bids and proposals from various contractors on behalf of its members;

WHEREAS, based upon said proposals, the CITY has decided to employ as an independent contractor, the CONTRACTOR to perform the right of way clearing and maintenance outlined herein.

WHEREAS, CONTRACTOR has agreed to accept said work on the terms and conditions outlined herein.

NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the CITY shall and does engage the services of CONTRACTOR to perform certain right of way clearing and maintenance.

I. CONTRACT TERMS

The contractual terms as outlined in the Request for Proposal, Instructions to Contractors and General Conditions of the ECG Contract and Agreement Specification and Proposal Forms, for Electric Right of Way clearing and maintenance services attached hereto as Exhibit "A", is hereby agreed to and adopted by reference, except as specifically stated herein. Specifically, Division I, II, III, IV and V, and addendums related thereto, their terms and conditions contained therein are hereby adopted and included herein. This is hereafter referred to as ECG CONTRACT. Pricing is agreed to be as outlined in Exhibit "C".

II. SPECIFICATIONS

The Addendum to Specifications attached hereto as Exhibit "B" which are to be referred to as part of Division IV of the ECG CONTRACT as outlined therein.

III. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, CONTRACTOR agrees as follows: (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) CONTRACTOR will, in all solicitations or advertisements for employees, qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin; (3) CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

IV. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as CITY may deem necessary, the CONTRACTOR shall make available to CITY and/or representatives of CITY for examination, all of its records with respect to all matters covered by the Agreement. It shall also permit CITY and/or representatives to audit, examine, and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by CITY of any reviewing agencies, and CONTRACTOR agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

V. INDEPENDENT CONTRACTOR

CONTRACTOR shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in the Agreement shall be interpreted or construed to constitute CONTRACTOR or any of its agents or employees to be the agent, employee, or representative of CITY.

VI. MISCELLANEOUS PROVISIONS

A. ASSIGNMENT: This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by CITY or CONTRACTOR without prior written consent of the other.

B. INTEGRATION: This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing and signed by both parties.

C. JURISDICTION: This Agreement shall be construed, administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in Georgia. Venue for any litigation shall be in Bartow County, Georgia. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

D. NOTICES: All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY:

City of Cartersville
P. O. Box 1390
1 North Erwin Street
Cartersville, GA 30120
Attention: Derek Hampton, Electric Director

CONTRACTOR:

Trees Unlimited
P. O. Box 10
Cave Springs, GA 30124

E. CAPTIONS: All captions, headings and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit or otherwise vary the text of the Agreement in any respect.

F. REFERENCES: All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjectives of one gender shall include the other gender, use of this singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Article hereof.

G. LEGAL PROCEEDINGS: In the event of legal proceedings in connection with this Agreement, the party prevailing therein shall be entitled to recover the costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

H. INTERPRETATION: Both parties have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties.

I. IMMIGRATION REFORM COMPLIANCE REQUIREMENT. During the entire duration of this contract, Contractor and all Subcontractors must remain in compliance with the Georgia Security and Immigration Compliance Act of 2007 and Georgia Code §13-10-91 and §50-36-1.

J. EXHIBITS: The exhibits referred to in and attached to this Agreement are incorporated herein in full by reference.


K. AMENDMENT: This Agreement may only be modified or supplemented by written agreement, approved and executed by both parties hereto.

L. TIME OF ESSENCE: Time is of the essence in this Agreement.

M. EXTENT OF AGREEMENT: This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations of agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the _____ day of _____, 2023.

W.E. HICKS, INC. d/b/a TREES UNLIMITED



President



Secretary

CITY OF CARTERSVILLE, GEORGIA

Matthew J. Santini, Mayor

ATTEST: Julia Drake, City Clerk (SEAL)



REQUEST FOR PROPOSAL

FOR AN

ELECTRIC UTILITY RIGHT-OF-WAY CLEARING AND

MAINTENANCE SERVICE

FOR

VARIOUS ECG PARTICIPANTS

IN GEORGIA

ELECTRIC CITIES OF GEORGIA, INC.
1470 Riveredge Pkwy NW
Atlanta, GA 30328
(770) 661-2849 Fax (770) 956-1909

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- Attachment B: Participating Member Notice of Selection Form
- Attachment C: Contractor's Eligibility Verification Affidavit
- Attachment D: Subcontractor's Eligibility Verification Affidavit

DIVISION VI LIST OF ECG PARTICIPANTS/MAP

DIVISION I
REQUEST FOR PROPOSALS

TO: Organizations providing Electric Utility Right-Of-Way Clearing and Maintenance Service
FROM: Electric Cities of Georgia (ECG)
DATE: October 7th, 2021
SUBJECT: Request for Proposals

Electric Cities of Georgia (ECG) is requesting proposals from contractors who regularly engage in Right-of-Way Clearing and Maintenance services for use by the Electric Municipal Members in Georgia. This service for the Members, is to be coordinated by ECG, and ECG will select the most technically qualified and most economically acceptable organization for recommendation to the Members for a contract to provide this service on an annual basis and as assigned by the Member.

As of the date of this Request for Proposals, twenty-one (21) members are interested in participating in the Right-of-Way Clearing and Maintenance program. Any contract for work resulting from this request for proposal will be between the recommended Contractor and each of the participating Members. The Specifications and Contract Documents describe in detail the requirements of the Contractor and participating Members for implementation and completion of the Electric Utility Right-Of-Way Clearing and Maintenance Services.

You are invited to submit your proposal to supply these services to:

Aggregated Services of Electric Cities of Georgia,
1470 Riveredge Parkway, Atlanta, Georgia 30328;
Attention: Shannon Compton

on or before 5:00 PM on November 9th, 2021. If any questions arise, or if additional information is needed for the preparation of your proposal, please call me at (770) 689-8984.

Sincerely,

Shannon Compton
Aggregated Services
Electric Cities of Georgia

**ARTICLE I
SCOPE OF WORK**

The following information is provided to assist service providers (“Contractors”) responding to this request for proposal (“RFP”) Contractor in understanding the scope of the hereinafter defined Services needed by the customers of Electric Cities of Georgia, Inc. (“ECG”) participating in ECG’s program respecting the Services (“Participating Members”), which are listed in Division VI hereto . The Contractor shall provide all labor, material, equipment, supplies, and supervision to complete the Work as assigned by the applicable Participating Member (the “Owner.” This RFP and all Divisions hereof, including the Specifications with all addenda, are made a part of the hereinafter defined Contract. No provision of this Contract shall be interpreted to prevent the Owner from using the Services of other contractors.

**ARTICLE II
QUALIFICATIONS OF CONTRACTORS**

To demonstrate qualifications to perform the Work, each Contractor must be prepared to submit within five (5) days of the request by ECG, written evidence such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Proposal must contain evidence of Contractor’s qualification to do business in the state of Georgia, as applicable, or covenant to obtain such qualification prior to recommendation to a Participating Member for use of the service.

**ARTICLE III
INTERPRETATIONS**

All questions about the meaning or intent of the Contract Documents shall be submitted to ECG in writing. Replies will be issued by Addenda, mailed or delivered, to all parties recorded by ECG as having received the Proposal Documents. Questions received less than five (5) days prior to the date for review of Proposals will not be answered. Only questions by formal written Addenda shall be binding. Oral and other interpretations or clarification shall be without legal effect.

**ARTICLE IV
ECG CONTRACT TERM**

The resulting ECG Contract shall be for a period of three years from the effective date of Award of Contract and shall be in effect until December 31, 2024, unless earlier terminated (the “Term”).

ARTICLE V
SUBMISSION OF PROPOSALS

Proposals shall be submitted at the time and place indicated in the Request for Proposals and shall be included in an opaque sealed envelope, marked with the Project title, and the name and address of the Contractor on the outside of the envelope. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face thereof.

ARTICLE VI
MODIFICATION AND WITHDRAWAL OF PROPOSALS

Section 1.

Proposals may be modified or withdrawn by appropriate document duly executed (in a manner that the Proposal may be executed) and delivered to the place where Proposals are to be submitted at any time prior to the evaluation of Proposals.

Section 2.

If, within twenty-four (24) hours after Proposals are submitted, any Contractor files a duly signed written notice with ECG, and promptly thereafter demonstrates to the satisfaction of ECG that there was a material and substantial mistake in the preparation of his Proposal, that Contractor may withdraw his Proposal. Thereafter, that Contractor shall be disqualified from further Proposals on the Work.

ARTICLE VII
AWARD OF CONTRACT

Section 1.

ECG reserves the right to reject any and all Proposals, to waive any and all informalities and to negotiate contract terms with any potential Contractor, and the right to disregard all nonconforming, non-responsive or conditional Proposals. Discrepancies between words and figures shall be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum.

Section 2.

In evaluating Proposals, ECG shall consider the qualifications of the Contractors, whether or not the Proposals comply with the prescribed requirements, and required alternatives of Division V, and unit prices as requested in the proposal forms. It is the Purchaser's intent to accept alternatives (if any are accepted) in the order in which they are listed in the Cost of System Components but ECG may accept them in any order or combination.

Section 3.

ECG may consider the qualifications and experience of Subcontractors and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations, performance data and guarantees of Work may also be considered by ECG.

Section 4.

ECG may conduct such investigation as deemed necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of the Contractors, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to the satisfaction of ECG within the prescribed time. The Contractor will assist ECG in obtaining information needed by ECG to satisfy the investigation.

Section 5.

ECG reserves the right to reject the Proposal of any Contractor who does not pass any such evaluation to the satisfaction of ECG.

Section 6.

If the ECG Contract is to be awarded, it shall be awarded to the Contractor with the lowest cost whose evaluation by ECG indicated to ECG that the award shall be in the best interest of the Project.

Section 7.

If the ECG Contract is to be awarded, ECG shall give the successful Contractor a Notice of Award within sixty (60) days after the date of the Proposal Date.

Section 8.

Delivery of the Proposal by the Contractor shall constitute an offer and delivery of a Notice of Award shall constitute acceptance effecting a contract between ECG and the Contractor for the Term whereby:

- (a) ECG agrees to notify the Participating Members that the Contractor is recommended by ECG for selection by the Participating Members as their contractors for a three year term for the Services in accordance with all of the terms set forth in this RFP; provided, however, that ECG may recommend any other party and facilitate agreements between any Participating Member and any other party respecting the Services, if such Participating Member has provided written notice to ECG that it refused or otherwise rejects Contractor as its contractor for the Services; and
- (b) Contractor agrees:
 - (i) to negotiate in good faith, execute and deliver an Agreement in accordance with the terms hereof with any Participating Member that notifies ECG or Contractor of its selection of Contractor to perform the Services and desire to enter into such an Agreement, which agreement may be evidenced by execution and delivery of a Notice of Selection With Modifications form by such Participating Member and Contractor in substantially the form attached hereto as Attachment A, and
 - (ii) if a Participating Member desires to select the Contractor to provide Services to it in accordance herewith with no such negotiation, i.e., on the terms set forth herein with no modifications, then such Agreement shall be effective immediately upon delivery of a completed and executed Notice of Selection form by such Participating Member in substantially the form attached hereto as Attachment B.

ARTICLE VIII
NON-COMPETE AND NON-SOLICITATION AGREEMENT

Contractor, its employees, officers, directors and Subcontractors (the “Affected Parties”) understands and agrees that the relationship between ECG and each of its Participating Members constitutes a valuable asset of ECG and may not be converted to Affected Parties’ own use. Affected Parties hereby agrees that during the Term and for the twelve (12) months following the termination of this Agreement, Affected Parties will not, directly or indirectly, on Affected Parties’ own behalf or as a Principal or Representative of any other Person, solicit, divert, take away or attempt to solicit, divert or take away a Participating Member for the

purpose of providing or selling Services to any such Participating Member. Affected Parties hereby agree that during the Term and for the twelve (12) months following the termination of this ECG Contract, Affected Parties will not, directly or indirectly, engage in, sell or otherwise provide Services to Participating Member, except with the written consent of ECG or as permitted by a RFP process through ECG, whether on its own behalf or as a Principal or Representative of any other Person; provided, however, that the provisions of the ECG Contract shall not be deemed to prohibit the ownership by Affected Parties of not more than five percent (5%) of any class of securities of any corporation having a class of securities registered pursuant to the Securities Exchange Act of 1934, as amended. Contractor agrees that this non-compete provision will not adversely affect the livelihood of Contractor or any of its employees, officers, directors or Subcontractors.

No party hereto shall, during the term of this ECG Contract, solicit, persuade or induce any individual who is an employee of the other party (“employing party”) on this date or during the term of this ECG Contract to become an employee of the non-employing party or any affiliate thereof without the employing party’s prior written consent, which consent shall not be unreasonably denied or delayed. The foregoing restriction shall not apply to (i) solicitations for employment made to the general public by any of the parties; or (ii) any Person who is no longer an employee of either party.

“Person” means: any individual or any corporation, partnership, joint venture, limited liability company, association or other entity or enterprise.

“Principal or Representative” means: a principal, owner, partner, shareholder, joint venturer, investor, member, trustee, director, officer, manager, employee, agent, representative or consultant.

ARTICLE IX MOST FAVORED CUSTOMERS

If Contractor offers better pricing to any other local government utility for Similar Services than the pricing offered or provided to Participating Member, Contractor agrees to immediately reduce the pricing paid by such Participating Member for the Services (or such portion thereof) to the prices offered to the local government utility receiving better pricing, effective as of the date that Contractor and such local government utility entered into an agreement for Contractor’s provision of Similar Services. For purposes of this Section, “Similar Services” means that are of a similar type to the Services.

ARTICLE X ALTERNATE AWARDS

It is the intent of this Request for Proposal to select a single Contractor for all locations listed in Division VI. However, notwithstanding this intent, ECG reserves the right to issue alternate awards if deemed in the best interest of Participating Members due to geographical restrictions or otherwise. ECG also reserves the right to issue a backup or secondary award, in which case the Contractor would be notified of work available in locations where the Awarded Contractor is not able to perform for any reason.

ARTICLE XI PROPOSAL EVALUATION CRITERIA

Section 1.

To receive evaluation, a Bid must contain as a minimum the following items:

1. A completed Proposal form valid for all Participating Members;
2. Documentation as required in Division III;
3. Proposal prices supplied for all required alternatives, if any;
4. Other documentation as necessary to clarify assumptions or conditions of the Proposal;
5. Completed Affidavit of Compliance or complete Statement of No Bid.

Section 2.

In evaluating Proposals, it is the intent of ECG to accept alternates only if they are requested by ECG through Addendum to this Specification.

Section 3.

ECG shall consider the qualifications and experience of all Contractors, Subcontractors, and other persons and organizations, including those who are to furnish the principal items of labor, equipment, and service. ECG may conduct such investigation as it deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of the Contractors, proposed Subcontractors and other persons, and organization to do the Work in accordance with the Contract Documents to the satisfaction of ECG within the

prescribed time. Contractor will assist ECG in obtaining information needed by ECG to satisfy the investigation.

Section 4.

Proposal evaluation will be based on the following criteria (not necessarily in the order of importance):

1. Completeness of the Proposal, (i.e. the degree to which it responds to all requirements and requests for information contained herein);
2. Degree to which the Contractor meets the technical specifications;
3. Total cost;
4. Completion schedule;
5. Reliability and service requirements of the completed Work;
6. Maintenance and frequency of inspection required to insure reliable performance of the Work;
7. Demonstration of general understanding of and responsiveness to the needs of ECG.
8. Experience and past performance record of Contractor.

In performing the evaluation, only information contained within the Contractor's Proposal will be considered. Exceptions to Specifications, all of which must be clearly identified, will be evaluated by the same criteria indicated in this Article XII.

**ARTICLE XII
COMPONENT PARTS OF THIS CONTRACT**

This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Request for Proposal (RFP) (Division I, one page total);
2. Instructions to Contractor (Division II);
3. General Conditions of the ECG Contract and Agreement (Division III);

5. The Specifications, including Addenda Number _____, which is specified as Division IV;
6. Contractor's Proposal, including all attachments submitted at the time of Proposal and any other information submitted subsequent to Proposal based upon the investigation as to qualifications, etc. (Division V).

**ARTICLE XIII
RATE ESCALATION**

Prices quoted must be firm for a period of one (1) year from the Effective Date. In the event that there are any adjustments that need to be made to such rates beyond this period, both ECG and Contractor shall make any adjustments on an annual basis in writing. Unless otherwise agreed in writing, all such adjustments shall take effect on the first day of the calendar year. No increase in Fees shall take effect except pursuant to the following process:

- Contractor must notify ECG of any proposed increase in Fees on or before November 1st of the calendar year prior to when such increase is proposed to take effect.
- On or before December 1st of such year, ECG shall notify Contractor if it accepts or rejects such proposed increase and, if accepted, such increase shall take effect on January 1st of the next calendar year; provided that failure to provide such notice by such date shall be a rejection unless the parties hereto otherwise agree in writing.

Contractor may not terminate this Agreement due to ECG's failure to agree to a proposed increase in Fees pursuant to any other process. Notwithstanding anything else herein to the contrary, upon a rejection by ECG of a proposed rate increase pursuant to the process set forth in this Section, Contractor may terminate this Agreement effective on the first day of the next succeeding calendar year by providing written notice to ECG within five (5) business days of such rejection.

DIVISION III
GENERAL CONDITIONS

ARTICLE I DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof;

ADDENDA – Written or graphic instruments issued prior to the receipt of Proposals which clarify, correct or change the Proposal Documents or the Contract Documents.

AGREEMENT – The written agreement between Owner and Contractor covering the Work to be performed. Other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

APPLICATION FOR PAYMENT – The form accepted by Owner which is to be used by Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

CHANGE ORDER – A written order to Contractor signed by Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

CONTRACT DOCUMENTS – The Agreement, contained herein and more specifically identified as ELECTRIC UTILITY RIGHT - OF - WAY CLEARING AND MAINTENANCE SERVICE, Addenda (which pertain to the Contract Documents), Post-Proposal Addenda, Contractor’s Proposal (including documentation accompanying the Proposal) when attached as an exhibit to the Agreement, these General Conditions, the Supplementary Conditions, the Specifications, together with all Modifications issued after the execution of the Agreement.

CONTRACT PRICE – The monies payable by Owner to Contractor under the Contract Documents as stated in the Agreement.

CONTRACTOR - The person, firm, or corporation with whom Owner has entered into an Agreement.

CONTRACT TIME – The number of days stated in the Agreement for the completion of the Work.

CONTRACTOR – Any individual, corporation, or firm demonstrating interest and capability to provide the completion of the functions of the Specifications.

DAY – A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

DEFECTIVE – An adjective which when modifying the word Work refers to the Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.

ECG CONTRACT – the contract between ECG and Contractor by delivery of the Notice of Award as provided herein.

EFFECTIVE DATE OF THE AGREEMENT – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

EFFECTIVE DATE OF NOTICES – The date of delivery or mailing as defined in Division III, Article IX, Section 1.

FIELD ORDER – A written order issued by Owner which orders minor changes in the Work which do not involve a change in the Contract Price or the Contract Time.

GENERAL REQUIREMENTS – Sections of Article II of the Specifications.

MODIFICATION – (a) A written amendment of the Contract Documents signed by both parties, (b) A Change Order, or (c) A Field Order. A modification may only be issued after the effective date of Agreement.

NOTICE OF AWARD – The written notice by Owner to the apparent successful Contractor with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.

NOTICE TO PROCEED – A written notice given by Owner to Contractor fixing the date on which the Contract Time will commence to run on and which Contractor shall start to perform his obligations under the Contract Documents.

OWNER – The applicable Participating Member after an Agreement is effective in accordance herewith.

POST-PROPOSAL ADDENDA – A written amendment of the Proposal Documents, submitted after the receipt of Proposals and prior to the signing of the Agreement, containing the results of negotiations between the Contractor and the Owner.

PROJECT – The total labor, equipment and supervision to be provided under the Contract Documents. The Project may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROPOSAL – The offer of the Contractor submitted on the prescribed form setting forth the price for the Work to be performed.

PURCHASER – The Participating Member, prior to the award of the Contract.

RESIDENT PROJECT REPRESENTATIVE – The authorized representative of the Seller who is assigned to the site or any part thereof.

SELLER – Any individual, corporation or firm proposing to supply a service to perform the functions of the Specifications, who has submitted an executed Proposal Form.

SPECIFICATIONS – Those portions of the Contract Documents consisting of written technical descriptions of labor, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUBCONTRACTOR – An individual, firm, or corporation having a direct contract with Contractor or with any Subcontractor for the performance of a part of the Work.

SUBSTANTIAL COMPLETION – The Work (or specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by his definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or Specified part) can be utilized for the purposes for which it was intended. The terms “substantially complete” and “substantially completed” as applied to any Work refer to Substantial Completion thereof.

WORK – The entire completed Project or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and incorporating materials and equipment into the Project, all as required by the Contract Documents.

ARTICLE II PRELIMINARY MATTERS

Section 1. Copies of Documents.

ECG shall furnish to Contractor up to ten (10) copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of \$50.00 per set.

Section 2. Commencement of Contract Time; Notice to Proceed.

The Contract Time shall commence to run on the thirtieth (30th) day after the effective date of the agreement, or, if Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the ninetieth (90th) day after the day of the Proposal acceptance or the thirtieth (30th) day after the effective date of the Agreement. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement.

Section 3. Starting the Project

The Contractor shall start to perform the Work on the date when the Contract Time commences to run.

Section 4. Before starting Work.

- (a) Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon. Contractor shall promptly report in writing to Owner any conflict, error or discrepancy which Contractor may discover. However, Contractor shall not be liable to Owner for failure to report any conflict, error or discrepancy in the Specifications unless Contractor had actual knowledge thereof or should reasonably have known thereof.
- (b) Within ten (10) days after the effective date of the Agreement, Contractor shall submit to Owner for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a preliminary schedule of values of the Work.
- (c) Before any Work is started, Contractor shall deliver to Owner certificates which Contractor is required to purchase and maintain in accordance with the Proposal Contract.

ARTICLE III

CONTRACT DOCUMENTS: INTENT AND REUSE

Section 1. Intent

- (a) The Contract Documents comprise the entire Agreement between Owner and Contractor concerning the Work. They may be altered only by a written Modification signed by both parties.

- (b) The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall report it to Owner in writing at once and before proceeding with the Work affected thereby. However, Contractor shall not be liable to Owner for failure to report any conflict, error or discrepancy in the Specifications unless Contractor had actual knowledge thereof or should reasonably have known thereof.

- (c) It is the intent of the Specifications to describe a complete project to be performed in accordance with the Contract Documents. Any Work that may be reasonably inferred from the Specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manual or code in effect at the time of receipt of Proposals except as may be otherwise specifically stated.

However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of Owner, Contractor or any of their agents or employees from those set for the in the Contract Documents shall be issued by Owner.

- (d) The Contract Documents shall be governed by the laws of the State of Georgia except to the extent required by law.

Section 2. Reuse of Documents

Neither Contractor nor any Subcontractor, manufacturer, supplier or distributor shall have or acquire any title to or ownership rights in any of the Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of Owner’s consultant and they shall not reuse any of them on extensions of the Project or any

other project without written consent of Owner and specific written verification or adaptation by Owner's consultant.

**ARTICLE IV
CONTRACTOR'S RESPONSIBILITIES**

Section 1. Supervision and Superintendence.

- (a) The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of the Work. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

- (b) The Contractor shall keep available at all times during the Project a competent supervisor and one (1) alternate who shall not be replaced without written notice to Owner except under extraordinary circumstances. The Supervisor will be Contractor's representative and shall have authority to act on behalf of the Contractor. All communications given to the Supervisor shall be binding as if given to Contractor.

Section 2. Continuing the Work

The Contractor shall carry on the Work and maintain the progress schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and Owner may otherwise agree in writing.

ARTICLE V
PARTICIPANT'S RESPONSIBILITIES

Section 1. Communications

The Owner shall issue all communications directly to Contractor.

Section 2. Engineer

The Owner may appoint an engineer against whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of resident Project Representative.

Section 3. Requests for Changes

In connection with Owner's rights to request changes in the Work in accordance with Article VII of this Division III, Owner (especially in certain instances as provided in Section 4) is obligated to execute Change Orders.

Section 4. Test and Approvals

Owner's responsibility on respect of certain inspections, tests and approvals is set forth in Article VIII of this Division III.

ARTICLE VI
WORK BY OTHERS

Section 1. Owner Supplied Additional Work

The Owner may perform additional Work related to the Project by himself, or have additional Work performed by others, or let other direct Contracts therefore which shall contain General Conditions similar to these. The Contractor shall afford the Owner and the other Contractors who are parties to such direct Contracts (or Owner, if Owner is

performing the additional Work with Owner’s employees) ample opportunity for the execution of Work, and shall properly connect and coordinate his Work with their Work.

Section 2. Work of Other Contractors

If any part of the Contractor’s Work depends upon proper execution or results from the Work of any such other Contractor (or Owner), Contractor shall inspect and promptly report to Owner in writing any patent or apparent defects or deficiencies in such Work that render it unsuitable for such proper execution and results.

The Contractor’s failure to so report shall constitute an acceptance of the other Work as fit and proper for integration with Contractor’s Work except for latent or non-apparent defects and deficiencies in the other Work.

Section 3. Additional Contract Work

If the performance of additional Work by other Contractors or Owner was not noted in the Contract Documents, written notice thereof shall be given to Contractor prior to starting any such additional Work. If Contractor believes that the Performance of such additional Work by Owner or others involves additional expenses to Contractor or requires an extension of the Contract Time, Contractor may make a claim therefore as provided in Articles X and XII of this Division III.

**ARTICLE VII
CHANGES IN THE WORK**

Section 1. Change Orders

Without invalidating the Agreement, Owner may at any time or from time to time, order additions, deletions or revision in the Work. These alterations will be authorized by Change Orders. Upon receipt of a Change Order, Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article VIII or Article IX of this Division III on the basis of a claim made by either party.

Section 2. Field Orders

The Owner may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on Owner and also on Contractor who shall perform the change promptly. If Contractor believes that a Field Order justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefore as provided in Article VIII or Article IX of this Division III.

Section 3. Authorization for Change

Additional Work performed without authorization of a Change Order will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time, except as provided in Section 2 of this Article VII.

Section 4. Change Order Execution

The Owner shall execute the appropriate Change Orders prepared by the Engineer covering changes in the Work which are required by Owner, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective, or because of any other claim of Contractor for a change in the Contract Time or the Contract Price which is approved by Owner.

**ARTICLE VIII
CHANGE OF CONTRACT PRICE**

Section 1. Contract Price

- (a) The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.

- (b) The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to Owner within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless Owner allows an additional period of time to ascertain accurate cost data.

- (c) The value of any Work covered by a Change Order or of any claim for an increase in the Contract Price shall be determined in one of the following ways:
 - 1) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;

 - 2) By mutual acceptance of a lump sum.

Section 2. Adjustment of Unit Prices

- (a) Whenever the cost of any Work is to be determined pursuant to Section 1 (b) and (c) of this Article VIII, Contractor will submit in form acceptable to Owner an itemized cost breakdown together with supporting data.

- (b) Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated on the Contract Documents, an appropriate Change Order shall be issued on recommendation of Owner to adjust the unit price.

**ARTICLE IX
CHANGE OF CONTRACT TIME**

Section 1. Contract Time

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based in written notice delivered to Owner within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless Owner allows an additional period of time to ascertain more accurate data.

Section 2. Time is of the Essence

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article IX shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

**ARTICLE X
WARRANTY AND GUARANTEE: TESTS AND INPECTIONS,
CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

Contractor warrants and guarantees to ECG and Owner that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place may be rejected, corrected or accepted as provided in this Article X.

**ARTICLE XI
SUSPENSION OF WORK AND TERMINATION**

Section 1. Owner May Suspend Work

The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor

which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor will be allowed an extension of the Contract Time, directly attributable to any suspension if he makes a claim therefore as provided in Articles VII and VIII of this Division III.

Section 2. Owner May Terminate

- (a) Upon the occurrence of one or more of the following events, Owner without incurring legal liability may terminate this Agreement:
- (1) If Contractor is adjudged bankrupt or insolvent;
 - (2) If Contractor makes a general assignment for the benefit of creditors;
 - (3) If a trustee or receiver is appointed for Contractor or for any of Contractor's property;
 - (4) If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - (5) If Contractor repeatedly fails to make prompt payments to Subcontractors for labor or equipment;
 - (6) If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - (7) If Contractor disregards the authority of Owner, or;
 - (8) If Contractor otherwise violates in any substantial way any provisions of the Contract Documents.
 - (9) Failure of the Contractor to meet agreed schedule to achieve the total annual clearing.

- (b) Where Contractor's services have been so terminated by Owner, the termination shall not affect any rights of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies due Contractor by Owner shall not release Contractor from liability.

- (c) Upon seven (7) days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses.

ARTICLE XII
PAYMENTS TO CONTRACTOR AND COMPLETION

Section 1. Final Payment and Acceptance

If, on the basis of Owner's observance of the Work during the project and final inspection, and Owner's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, and Owner is satisfied that the Work has been completed and Contractor has fulfilled all of his obligations under the Contract Documents, Owner shall, within ten (10) days after receipt of the final Application for Payment, indicate in writing his approval of payment. Otherwise, Owner will return Application to Contractor, indicating in writing the reasons for refusing to approve final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall within thirty (30) days after receipt thereof, pay Contractor.

Section 2. Contractor's Continuing Obligation

The Contractors' obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither approval of any progress nor final payment by Owner, nor any payment by Owner to Contractor under the Contract Documents, nor any use of the Work or any part thereof by Owner, nor any act of

acceptance by Owner nor any failure to do so, nor the issuance of a notice of acceptability by Owner nor any correction of defective Work by Owner shall constitute an acceptance of Work not in Accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

Section 3. Waiver of Claims

The making and acceptance of final payment shall constitute:

- (a) A waiver of all claims by Owner against Contractor, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Section 1 or from failure to comply with the Contract Documents of the terms of any special guarantees specified therein. However, it shall not constitute a waiver by Owner of any rights in respect of Contractor's continuing obligations under the Contract Documents; and
- (b) A waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

**ARTICLE XIII
INSURANCE**

During the Contractor's performance hereunder, the Contractor shall take out and maintain insurance with the following minimum requirements:

1. Workmen's compensation insurance covering all employees in statutory limits who perform any of the obligations assumed by the Contractor under the Proposal.
2. Public liability and property damage liability insurance covering all operations under the Proposal: limits for bodily injury or death not less than \$2,000,000 for one person and \$2,000,000 for each accident and \$2,000,000 aggregate for accidents during the policy period.

3. Automobile liability insurance on all self-propelled vehicles used in connection with the Proposal, whether owned, non-owned, or hired; public liability limits of not less than \$2,000,000 for one person and \$2,000,000 for each accident; property damage limit of \$2,000,000 for each accident.

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in (2) and (3) of this Article XIII. In any such event, the additional insurance shall be added to the contract price.

Upon request, the Contractor shall furnish to the Owner a certificate in such form to prescribe compliance with the forgoing requirements.

ARTICLE XIV

NON-ASSIGNMENT OF CONTRACT

The Contractor will not assign the Contract effected by acceptance of this Proposal, or any part thereof, or enter unto any contract with any person, firm, or corporation, for the performance of the Contractor's obligations hereunder or any part hereof, without the approval, in writing, of the Owner and the Surety or Sureties on the Contractor's Bond or Bonds, if any; provided, however, the Contractor may Subcontract the whole or any part of the Right-Of-Way Clearing and Maintenance Services to be performed at the clearing site (as distinguished from furnishing and delivering equipment and material). If the Contractor, with the consent of the Owner and the Surety or Sureties on the Contractor's Bond or Bonds, if any, shall enter into any Subcontract with any Subcontractor for the performance of any part of the Right-Of-Way Clearing and Maintenance Services to be performed at the clearing site, the Contractor shall be as fully responsible to the Owner for the acts and omissions of such Subcontractor and of persons employed by such Subcontractor as the Contractor would be for its own acts and omissions and those of persons directly employed by it.

ARTICLE XV
MISCELLANEOUS CONDITIONS

Section 1. Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Section 2. Computation of Time

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

Section 3. General

- (a) Should Owner or Contractor suffer injury or damage to his person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

- (b) The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by Article X and Article XII of this Division III all of the rights and remedies available to Owner hereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special

warranty or guarantee or by other provisions of the Contract Documents, in connection with each particular duty, obligation, right and remedy to which they apply. All representation, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Section 4. Immigration

Contractor hereby acknowledges that its compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, including but not limited to Contractor’s current and continued participation in the federal work authorization program known as the “Employment Eligibility Verification (EEV)/Basic Pilot Program” (the “Federal Work Authorization Program”), is a condition of this Agreement. Upon execution of this Agreement, Contractor shall promptly attest to its compliance with O.C.G.A. § 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02 by executing the Contractor’s Affidavit attached hereto as Attachment C. The Contractor’s Affidavit shall be attached to and become a part of this Agreement. Contractor further acknowledges that all portions of this Agreement pertaining to its compliance with O.C.G.A. § 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, and any affidavits related thereto, shall be open for public inspection in Georgia at reasonable times during normal business hours.

- (a) Contractor warrants that it is now, and will continue to be, in full compliance with the Immigration Reform and Control Act of 1986 (IRCA), specifically including all of its I-9 employer verification provisions. Contractor warrants that it will continue to properly train its staff regarding the execution and retention of these I-9 employment verification forms. Contractor warrants that it is not now, and has not ever been, subject to an I-9 employer verification audit. Contractor warrants that it has an I-9 and verification policy that it implements throughout the company. Should Contractor ever be made aware of any government audit of its employer verification system, it will notify ECG or any Owner of such an audit.

- (b) Contractor warrants that any Subcontractor who will provide services pursuant to this Agreement shall comply with O.C.G.A. § 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02. Contractor shall secure the attestation of such Subcontractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02 by the Subcontractor's execution of the Subcontractor's Affidavit attached hereto as Attachment D, and any such executed Subcontractor Affidavits shall become a part of the Contractor's agreement with the Subcontractor. Contractor shall maintain records of all such Subcontractor Affidavits for inspection by ECG or any Owner at any time. Contractor shall require all Subcontractors to register and fully participate in the Federal Work Authorization Program to verify work authorization of all new employees and Subcontractors. The failure of a Subcontractor to register and fully participate in the Federal Work Authorization Program will be grounds for immediate termination of this Agreement and any other agreement with Contractor.
- (c) ECG shall or each Owner be entitled, without prior notice, to immediately terminate this Agreement and any other agreement with Contractor if, at any time, Contractor or any Subcontractor employed by Contractor to perform services under this Agreement has failed to register or fully participate in the Federal Work Authorization Verification Program.
- (d) Contractor agrees to indemnify, defend and hold harmless ECG and each Owner for any costs, damages, or expenses, including but not limited to attorneys' fees, related to the employment of unauthorized workers by Contractor or any Subcontractor employed by Contractor to perform services under this Agreement.

Section 5. Indemnification

Contractor and Subcontractors agree to indemnify, defend and hold harmless ECG, the Participating Members and their respective officers, employees and agents against any and all liability, cost, loss, damages, indebtedness, obligation, expense, causes of action, demands, claims or judgments, including, but not limited to, attorney's fees and litigation expenses, arising out of the performance of, or failure to perform, their respective duties in accordance with the ECG Contract and the applicable Agreement or

otherwise related to the ECG Contract or an Agreement. The term "hold harmless" means to hold harmless from, indemnify and defend against, and pay promptly on demand thereof any and all liability, cost, loss, damages, indebtedness, obligation, expense (including, without limitation, attorney's fees and court costs), causes of action, demands, claims or judgments, arising out of or incurred in connection with an identified circumstance, incident, condition, relationship, time period or other matter.

Section 6. Supplemental Form(s)

The following form will be used in the ECG Contract or applicable Agreement for the indicated purposes as necessary.

CONSTRUCTION CHANGE ORDER		DATE
PROJECT	LINE	SHEET #
ORDER #		REFER TO ITEM#
CHANGE		
REASON FOR CHANGE		
CHANGE AUTHORIZED BY:		

OWNER		
ITEMIZED COST OF ABOVE ORDER		

CONTRACTOR		

DIVISION IV
SPECIFICATIONS

ARTICLE I SCOPE OF PROJECT

Electric Cities of Georgia (ECG) is a support service to Participating Members in Georgia who have elected to participate in use of common services. One of the defined services is the procurement of a qualified Contractor to complete overhead line right-of-way clearing and maintenance as needed and desired by the Participating Members. To provide consistency among the practices of these Participating Members, and to provide a simplified method of procuring qualified right-of-way clearing and maintenance services, ECG will define the requirements of these services and establish a contract form for use by the Participating Members. As of the date of the Request for Proposals, a total of twenty-two (22) Participating Members in Georgia have become participants in the right-of-way clearing and maintenance program and will require routine annual tree trimming (the “Services”). Please refer to the Participant List and Participating Member Maps for information on all Participating Members. Any contract resulting from this Request for Proposals will be between the supplier of services and the Participating Member.

ARTICLE II CONTRACTOR REQUIREMENTS

GENERAL

The Contractor will provide to the Participating Member all labor, equipment, supplies, tools, and supervision to accomplish the right-of-way clearing and maintenance for the proposed fee. Each Participating Member will have the total Contractor-Utility relationship, and will provide Work assignments, invoice review and payment directly to the Contractor.

All Work will be completed in a professional and workmanlike manner with a high degree of importance placed on successful contact with the citizens of the city and the landowners. The Contractor personnel will obtain their own permission to trim, with support as needed by Participating Member’s personnel.

Each Work site must be left clean and free of debris at the end of each Work day. No limbs that have been cut or broken in the trimming effort may be left hanging at the end of any day. All chips are to be dumped at a location as determined by the Participating Member, unless otherwise directed by the Property Owner.

PROPERTY DAMAGE

The Contractor shall be responsible for all property damage associated with gaining access to the Work by the Contractor, as well as all damage resulting to property or other facilities from the Contractor’s Work. All damage claims shall result in contact with the person making the claim by the Contractor within 72 hours. The Contractor’s responsibility for damage shall include return to original condition of the site as found, and notification to the Participating Member.

ARBORIST REQUIREMENT

Qualified Contractors shall have a minimum of one certified arborist on staff available to oversee their crew’s work as required at the request of the cities.

REQUIREMENTS FOR WORKING IN PROXIMITY OF ENERGIZED LINE

The Contractor shall obey all national, state, and local rules for working in the proximity of energized lines during the conduct of this project. This includes all OSHA, NESC, IEEE, ANSI, ECG, and the individual Participating Member operating requirements.

REPORTING OF WORK SCHEDULED AND COMPLETED

Contractor must report work scheduled with individual Participating Members to the primary contact person(s) at ECG along with a summary of work completed.

Copies of invoices may be sent in lieu of a summary of work completed.

ARTICLE III ECG REQUIREMENTS

ECG will provide the coordination to the point of contract between the Contractor and the Participating Member by developing a schedule, along with Contractor, of Participating Members desiring the right-of-way Work. This schedule will include:

1. Participating Member's name and address, name of contact, and telephone number;
2. Estimated amount of time required to complete the Work;
3. Initial method of billing to be used.

ARTICLE IV PARTICIPATING MEMBER REQUIREMENTS

Each Participating Member has expressed an intent to have significant amounts of right-of-way clearing and maintenance Work completed under this arrangement. The Participating Members will be responsible for the following requirements:

1. Accept the start time scheduling call from the Contractor;
2. Make work assignments to the Contractor as needed to assure an even flow of work and compliance with the Participating Member's trimming methods selected (Methods may be changed for each work assignment);
3. Have personnel present at agreed time for defining and starting the Work;
4. Provide access to the assigned clearing and maintenance sites as needed by the Contractor;
5. Provide a location for the Contractor to dump the chips;
6. Monitor the Work and progress by the Contractor;
7. Receive **monthly** billing invoices and make payments to the Contractor;
8. Participating Member may negotiate, on an individual basis, the term of an Emergency Response Plan agreeable to both the Participating Member and the Contractor;

ARTICLE V
ACCEPTANCE AND PAYMENT FOR WORK COMPLETED

Weekly time and charge sheets must be submitted to the Participating Member once per week during the Work period. The weekly charge sheets must be for a complete work week, and shall be submitted no later than two working days after the end of the work week. These weekly time and charge sheets will be used for comparison of all invoices. Invoices for completed Work will be accepted by the Participating Member once per month.

ARTICLE VI
METHODS OF TRIMMING UNITS TO BE USED

The proposals shall offer billing units and pricing to allow selection of any of the following methods for determination of billing amounts due. One of the methods will be selected by each Participating Member prior to the beginning of any contract work assignment. Each Participating Member may independently select any method as mutually agreed to be applicable for the Work assignment. However, before any project work is initiated, the specific method of billing will be agreed upon between the parties. The Participating Members have varying requirements for the clearance from the power line, generally defined as follows:

- A. Five feet from nearest conductor, ground to sky.

Under this specification, all vegetation except grass will be removed from ground to sky on each side of the power line for a distance measured horizontally five feet from the power line conductor closest to the edge of the resulting right-of-way. All tree stumps will be removed to a height no greater than two inches above ground level.

- B. Five feet from all conductors, starting with the lowest electric system conductor and continuing upward to include all overhanging limbs.

Under this specification, all vegetation will be removed to produce five feet of clearance from all primary and secondary lines, and leave the lower material cut flat at a horizontal distance of five feet below the lowest power line conductor.

- C. Five feet measured horizontally from the nearest power line conductor, ground to sky, except that overhanging limbs more than fifteen feet above the highest power line conductor are not removed.

Under this specification, all vegetation is removed from ground to a height of approximately fifty-five feet above ground.

- D. Ten feet from nearest conductor, ground to sky.

Under this specification, all vegetation except grass will be removed from ground to sky on each side of the power line for a distance measured horizontally ten feet from the power line conductor closest to the edge of the resulting right-of-way. All tree stumps will be removed to a height no greater than two inches above ground level.

- E. Ten feet from all conductors, starting with the lowest electric system conductor and continuing upward to include all overhanging limbs.

Under this specification, all vegetation will be removed to produce ten feet of clearance from all primary and secondary lines, and leave the lower material cut flat at a horizontal distance of ten feet below the lowest power line conductor.

- F. Ten feet measured horizontally from the nearest power line conductor, ground to sky, except that overhanging limbs more than fifteen feet above the highest power line conductor are not removed.

Under this specification, all vegetation is removed from ground to a height of approximately fifty-five feet above ground, and ten feet measure horizontally from the closest power line conductor.

- G. Fifteen feet from the centerline of the power line, ground to sky.

Under this specification, all vegetation except grass will be removed from ground to sky on each side of the power line for a distance measured horizontally fifteen feet from the center line of the power line to the edge of the resulting right-of-way. All tree stumps will be removed to a height no greater than two inches above ground level.

- H. Fifteen feet from the center line measured above and to each side of the line, five feet below with the lowest electric system conductor and continuing upward to include all overhanging limbs.

Under this specification, all vegetation will be removed to produce fifteen feet of clearance from all primary and secondary lines, and leave the lower material cut flat at a horizontal distance of five feet below the lowest power line conductor.

- I. Fifteen feet measured horizontally from the nearest power line conductor, ground to sky, except that overhanging limbs more than fifteen feet above the highest power line conductor are not removed.

Under this specification, all vegetation is removed from ground to a height of approximately fifty-five feet above ground.

The following methods will be available for application as billing units as mutually agreed between the Participating Member and the Contractor:

- 1. Billing per pound of material removed.

Under this method and pricing, the Contractor must submit weight tickets with each invoice, showing date, time, location, and weight of material removed. The weight units must be from Participating Member's scales at the dump center or other approved and accepted scales;

- 2. Per hour charges for personnel and all equipment subject to separate hourly charges.

Any item of equipment or classification of person for which an invoice will be issued must be itemized in the hourly charge schedule of the Contact;

3. Per mile of line cleared.

This option must be quoted by the Contractor and accepted by the Participating Member before any project work begins. This price is expected to be quoted as a result of visual inspection by the Contractor.

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DIVISION V
PROPOSAL FORMS

PROPOSAL TO PROVIDE ELECTRIC UTILITY RIGHT-OF-WAY CLEARING AND MAINTENANCE FOR VARIOUS PARTICIPATING MEMBERS OF ECG

I have carefully examined the Invitation to Bid, Instructions to Contractors, General Conditions, Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to provide the service specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached COST OF SYSTEM COMPONENTS sheets.

I certify that I am duly authorized to submit this bid on behalf of the Contractor and that the Contractor is ready, willing and able to perform if awarded the bid.

Prices quoted shall remain firm and irrevocable for a period of 365 days.

ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number _____ Dated _____
Number _____ Dated _____

Respectfully submitted:

Company Name: _____

Signature: _____
(Authorized Representative)

(Type or Print Name of Signer)

Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

STATEMENT OF NO BID

Electric Cities of Georgia

Aggregated Services

Attn: Shannon Compton

1470 Riveredge Pkwy NW

Atlanta, GA 30328

We, the undersigned, have declined to bid on your Invitation to Bid ELECTRIC UTILITY RIGHT-OF-WAY CLEARING AND MAINTENANCE SERVICE- for the following reason(s):

- We do not offer this service
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet bond requirements.
- Other

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of qualified bidders of the Electric Cities of Georgia Member Solutions.

Company Name: _____

By: _____
(Authorized Representative)

(Type or Print Name of Signer)

Company Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

AFFIDAVIT OF COMPLIANCE

ELECTRIC UTILITY RIGHT-OF-WAY CLEARING AND MAINTENANCE SERVICE

_____ We DO NOT take exception to the Specifications.

_____ We TAKE exception to the Specifications as follows:

Company Name: _____

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

COST OF SYSTEM COMPONENTS

The total cost shall equal the Proposal Price and is the Contract Proposal for the Right-Of-Way Clearing and Maintenance Project. Prices should include all labor and material. Pricing may also be given per mile or per foot of line cleared and is to be priced at time of request and based per project. If Proposal Price varies by location, please note locations for which the proposed price(s) apply. Refer to the maps at the end of this section for locations of work required.

- 1. Below hourly rate is for a three man crew consisting of: One Working Foreman, One Tree Trimmer, and One Helper together with 55' Bucket Truck, Chipper, and Chipper Truck and all other necessary Tools and Equipment.**

3 Man Crew, Labor and Materials	
Location(s)/Region(s)	Price (per hour)

COST OF SYSTEM COMPONENTS

2. Below hourly rate is for spraying of hand cut underbrush, fencerows, treatment of stumps, etc., with appropriate herbicide(s).

Herbicide Application	
Location(s)/Region(s)	Price (per hour)

3. Any other items, services, equipment not included in the above offerings.

Additional Items	
Location(s)/Region(s)	Price (indicate Unit)

Attachment A
Participating Member
Notice of Selection Form with Special Provisions

Description of Applicable Service RFP:

Electric Cities of Georgia, Inc. Request for Proposal dated _____ for
_____ Services

Legal Name of Participating Member: _____

Legal Name of Contractor: _____

By executing this form, Participating Member hereby offers to select Contractor to provide it Services for the Term pursuant to the terms set forth in the applicable RFP with the following modification and Contractor, by executing this form accepts such offer:

Participating Member	Contractor
By: Name: Title:	By: Name: Title:

Attachment B
Participating Member
Notice of Selection Form

Description of Applicable Service RFP:

Electric Cities of Georgia, Inc. Request for Proposal dated _____ for
_____ Services

Legal Name of Participating Member: _____

Legal Name of Contractor: _____

By executing this form, Participating Member hereby selects Contractor to provide it Services for the Term pursuant to the terms set forth in the applicable RFP.

Participating Member	Contractor
By: Name: Title:	By: Name: Title:

Attachment C

CONTRACTOR’S ELIGIBILITY VERIFICATION AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, stating affirmatively that the individual, firm, or corporation which is contracting with ECG or Participating member has registered with and is participating in the federal work authorization program known as the “Employment Eligibility Verification (EEV)/Basic Pilot Program” (the “Federal Work Authorization Program”), in accordance with the requirements of O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02.

The undersigned further agrees that, should it employ or contract with any subcontractor in connection with the physical performance of services pursuant to the ECG Contract or any Agreement with a Participating Members, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02 on the Subcontractor Affidavit provided to contractor. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to ECG at the time the subcontractor is retained to perform such service.

EEV/Basic Pilot Program User Identification Number

(Contractor Name)

(Date)

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Agent or Officer

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20____

Notary Public

My Commission Expires

Attachment D

SUBCONTRACTOR’S ELIGIBILITY VERIFICATION AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, stating affirmatively that the individual, firm, or corporation which is contracting with _____ on behalf of ECG or a Participating Member has registered with and is participating in the federal work authorization program known as the “Employment Eligibility Verification (EEV)/Basic Pilot Program” (the “Federal Work Authorization Program”), in accordance with the requirements of O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02.

EEV/Basic Pilot Program User Identification Number

(Contractor Name)

(Date)

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Agent or Officer

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20____

Notary Public

My Commission Expires

DIVISION VI

LIST OF PARTICIPATING MEMBERS AND MAPS

LIST OF PARTICIPANTS

RIGHT-OF-WAY CLEARING AND MAINTENANCE

City of Albany
City of Calhoun
City of Cartersville
City of College Park
City of Commerce
City of Douglas
City of East Point
City of Fairburn
City of Fitzgerald
City of Fort Valley
City of Grantville
City of Griffin
City of LaFayette
City of Mansfield
City of Monroe
City of Norcross
City of Quitman
City of Sandersville
City of Sylvester
City of Thomaston
City of West Point

EXHIBIT “B”

- Contractor to notify Cartersville Electric System, (CES) each morning as to their work location.
- Contractor to notify CES prior to changing work locations.
- In the event contractor is unable to report for his scheduled work day he will notify the CES supervisor or dispatch center prior to the scheduled work day.
- Contractor will not be allowed to work on a holiday that is observed by the CES.
- Contractor to submit time sheets on a weekly basis. The time sheets can either be turned in to our dispatch center or can be mailed to:

City of Cartersville Electric System
320 South Erwin Street
P.O. Box 1390
Cartersville, GA 30120
Attn: Derek Hampton

- Contractor to report customer complaints or customer issues in a timely manner to the CES supervisor or the dispatcher.
- CES will issue the contractor a portable radio with charger for communications purposes. The contractor is responsible for any damages to the radio or theft of the radio while in contractor’s possession. Contractor will turn in the radio to the dispatch center at the end of each work week, and at the time he completes the annual trim cycle in Cartersville.

**2022-2024 Recommendation
Electric Right of Way Clearing
and Maintenance Service**

Meeting: August 17, 2023 Item23.

EXHIBIT 'C'

Recommendation	Primary Award	Alternate Award
	Trees Unlimited	W.A. Kendall
Albany	\$135.00	\$161.01
Calhoun	\$135.00	\$161.01
Cartersville	\$135.00	\$161.01
College Park	\$135.00	\$161.01
Commerce	\$135.00	\$161.01
Douglas	\$135.00	\$161.01
East Point	\$135.00	\$161.01
Fairburn	\$135.00	\$161.01
Fitzgerald	\$135.00	\$161.01
Fort Valley	\$135.00	\$161.01
Grantville	\$135.00	\$161.01
Griffin	\$135.00	\$161.01
Lafayette	\$135.00	\$161.01
Lawrenceville	\$135.00	\$161.01
Mansfield	\$135.00	\$161.01
Monroe	\$135.00	\$161.01
Norcross	\$135.00	\$161.01
Quitman	\$135.00	\$161.01
Sandersville	\$135.00	\$161.01
Sylvester	\$135.00	\$161.01
Thomaston	\$135.00	\$161.01
West Point	\$135.00	\$161.01

***Hourly rate, 3 Man Crew as specified**

Contact Info:

Trees Unlimited	Sawyer Hicks	(706) 512-7222
W. A. Kindall	Craig Faulk	(770) 235-6344
ECG	Shannon Compton	(770) 689-8984



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	500kVA/208V Transformer Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Electric Department is requesting authorization to purchase (1) 500kVA/208V transformer for stock. We received five bids and deemed the bid from Solomon Transformer to be the best bid based on price and delivery time.</p> <p>We recommend your approval to purchase the unit from Solomon Transformer for \$34,711.00. This is a budgeted expense.</p>
LEGAL:	N/A

Transformer Total Ownership Cost Evaluation

500kVA 120/208V

Jul-23

<u>VENDOR</u>	<u>BRAND</u>	<u>LEAD TIME</u>	<u>UNIT PRICE</u>	<u>NL</u>	<u>LL</u>	<u>TOTAL OWNERSHIP COST</u>	<u>COND</u>
Gresco	Ermco	48-50 weeks	\$ 30,130.00	560	4729	\$ 37,379.00	new
Solomon	Solomon	42-44 weeks	\$ 34,711.00	1075	4852	\$ 44,400.50	reman
Emerald	Emerald	78-80 weeks	\$ 18,704.75			\$ 18,704.75	reman
TNI	TNI	56-60 weeks	\$ 31,316.00			\$ 31,316.00	reman
UTB	Daelim	30-36 weeks	\$ 49,750.00	550	5000	\$ 57,225.00	new
						\$ -	
						\$ -	
						\$ -	
						\$ -	
						\$ -	

Irby (GE-Prolec) has no order slots available for 3-phase until 4th quarter 2024



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	500kVA/480V Transformer Purchases
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Electric Department is requesting authorization to purchase (2) 500kVA/480V transformers for stock and a new customer. We received six bids and deemed the bid from UTB Transformers to be the best bid based on the lowest price and delivery time.</p> <p>We recommend your approval to purchase the two units from UTB for \$72,000.00. This is a budgeted expense.</p>
LEGAL:	N/A

Transformer Total Ownership Cost Evaluation

500kVA 277/480V

Month/Year

<u>VENDOR</u>	<u>BRAND</u>	<u>LEAD TIME</u>	<u>UNIT PRICE</u>	<u>NL</u>	<u>LL</u>	<u>TOTAL OWNERSHIP COST</u>	<u>COND</u>
UTB	UTB	3-4 weeks	\$ 36,000.00			\$ 36,000.00	12kv reman.
UTB	Daelim	30-36 weeks	\$ 49,350.00	550	5000	\$ 56,825.00	new
Gresco	Ermco	48-50 weeks	\$ 27,140.00	575	4635	\$ 34,362.50	new
Solomon	Solomon	42-44 weeks	\$ 34,711.00	1075	4852	\$ 44,400.50	reman
Emerald	Emerald	78-80 weeks	\$ 18,704.75				---- reman
TNI	TNI	28-30 weeks	\$ 18,912.00				---- recon
						\$ -	
						\$ -	
						\$ -	
						\$ -	

Irby (GE-Prolec) has no order slots available for 3-phase until 4th quarter 2024



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Electric
AGENDA ITEM TITLE:	1000kVA/480V Transformer Purchase
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Electric Department is requesting authorization to purchase (1) 1000kVA/480V transformer for stock. We received three bids and deemed the lowest bid from Transformer Network Inc. (TNI) to be the best bid.</p> <p>We recommend approval to purchase the unit from TNI for a cost of \$27,421.00. This is a budgeted expense.</p>
LEGAL:	N/A

Transformer Total Ownership Cost Evaluation

1000kVA 277/480V

Jul-23

<u>VENDOR</u>	<u>BRAND</u>	<u>LEAD TIME</u>	<u>UNIT PRICE</u>	<u>NL</u>	<u>LL</u>	<u>TOTAL OWNERSHIP COST</u>	<u>COND</u>
UTB	Daelim/UTB	30-36 weeks	\$ 57,520.00	550	5000	\$ 64,995.00	new
TNI	TNI	28-30 weeks	\$ 27,421.00			\$ 27,421.00	recon
Solomon	Solomon	42-44 weeks	\$ 48,434.00	1718	10229	\$ 66,394.00	reman
Emerald	No Bid		\$ -			\$ -	
STC	No Bid		\$ -			\$ -	
Irby	No Bid		\$ -			\$ -	
Wesco	No Bid		\$ -			\$ -	
						\$ -	
						\$ -	
						\$ -	

Irby (GE-Prolec) has no order slots available for 3-phase until 4th quarter 2024



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Water System PLC Upgrade
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The programmable logic controller (PLC) processors for all four water storage reservoirs and booster pump stations are obsolete, and repair parts are very difficult to obtain.</p> <p>MR Systems, our SCADA system Contractor has provided a quote to replace and program all new processors, including one spare processor. The cost for material and labor is \$10,937.00.</p> <p>This is a budgeted maintenance expense, and I recommend approval of this purchase. Expenses will be paid from account #505.3310.52.2361.</p>
LEGAL:	N/A

Customer: Cartersville, GA
 Project: Remote Site PLC Processor Upgrade
 MR Quote #: Q23-11607, Rev. 0



July 27, 2023

Quote Expiration
 September 25, 2023

Bill of Materials and Labor

Qty	Tag/Loop	Description
5		Remote Site PLC Processor Upgrade MR Systems will upgrade Morningside Tank, Tank Hill Tank, Fairview Tank, Center Road Tank and the Pump Station PLC processor from the old Momentum processor to the new Unity Momentum processor. MR Systems will program the new Unity processor in Unity and come onsite and replace them with the old ones. Each station will be tested when they are changed out.
1		Note: One spare processor has been included in this quote. It can be removed if it is not wanted

Project Labor

One Lot		Project Engineering, Electrical Design, Mechanical Design, Drafting & Administrative Labor (including Travel & Living expenses) to perform final system design and to prepare Submittals and Record Drawings as required by the Contract Documents.
N/A		HMI Software Applications Development & Graphics Design Labor (including Travel & Living expenses) as required by the Contract Documents.
One Lot		PLC Control Strategy Design & Programming Labor (including Travel & Living expenses) to be performed as required by the Contract Documents.
N/A		Field Service (including Travel & Living expenses) to provide installation supervision calibrations, startup, training, etc. as required by the Contract Documents.
N/A		Electrical Installation or Terminations (including Travel & Living expenses) to provide installation of conduit, wire, etc. as required by the Contract Documents.
1 Year		Onsite Comprehensive Warranty (including Travel & Living expenses)
One Lot		Freight

Subtotal of Labor and Materials: \$10,937

State Sales Tax - NOT INCLUDED: \$

Total Project Cost: \$10,937

General Notes:

Customer: Cartersville, GA
 Project: Remote Site PLC Processor Upgrade
 MR Quote #: Q23-11607, Rev. 0



July 27, 2023

Quote Expiration
 September 25, 2023

Bill of Materials and Labor

Qty	Tag/Loop	Description
A	* Sales Representation *	Mr. Scott Cockrell of Eco-Tech, Inc. in Canton, GA, is our local Sales Representative and will contact you prior to the bid with pricing. Scott may be reached at 678-880-1203 (Office) or 678-251-6178 (Cell).
B	* Technical Questions *	For technical or scope of supply questions contact Jay Simile of MR Systems. Jay may be reached at 678-325-2809 (Office) or 678-350-1852 (Cell).
C	* Installation of Conduit and Wire *	This quotation DOES NOT INCLUDE the supply or physical installation of conduit or wire unless specifically noted above.
D	* Equipment Installation *	This quotation DOES NOT INCLUDE physical installation of field instruments, pipe, tubing, fittings, isolation valves, instrument stands, instrument mounts, control panels, antennas, masts, wooden poles, or other devices or other equipment unless specifically noted above.
E	* Wiring Terminations *	This quotation DOES NOT INCLUDE field or panel terminations of signal or power wires
F	* Fiber Optics Cable *	This quotation DOES NOT INCLUDE the supply or physical installation of Fiber Optic Cable.
G	* Fiber Optic Cable Termination *	This quotation DOES NOT INCLUDE termination or testing of fiber optics cable.
H	* Coaxial Cable Installation *	This quotation DOES NOT INCLUDE the physical installation of coaxial cable or other related components.
I	* Installation of Communications Towers or Poles *	This quotation DOES NOT INCLUDE the supply or physical installation of Communication Towers or Poles.
J	* Contractor License Information *	MR Systems' Georgia Electrical Contractors License Numbers are EN214384 and EN214554 (Non-Restricted). MR Systems' Georgia General Low Voltage License Number is LVG104769 and Non Restricted Low Voltage License Number is LVU406402.
K	* This Line Is Intentionally Left Blank *	

Customer: Cartersville, GA
Project: Remote Site PLC Processor Upgrade
MR Quote #: Q23-11607, Rev. 0



July 27, 2023

Quote Expiration

September 25, 2023

Bill of Materials and Labor

Qty	Tag/Loop	Description
L		* Terms and Conditions * MR Systems General Terms & Conditions of Sale apply to any order resulting from this quotation. Please refer to the link provided below for a copy of our General Terms and Conditions of Sale. https://www.mrsystems.com/sellersterms/
M.		* Performance & Payment Bonds * If you desire MR Systems to provide Performance and Payment Bonds for this project, please let our local sales representative know and we will provide you with an adder for the cost of these bonds.

Revision Notes:

Rev. 0 First Issue - 2023-07-27 - JTS



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Land Permitting Technical Assistance
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Due to the loss of several acres of private farmland, currently permitted for biosolids land application, and the need for additional disposal options for current and anticipated future biosolids, the Water Department needs to evaluate the availability of additional land, as well as permitting land already owned by the City for additional loading.</p> <p>Synagro has submitted a proposal for technical assistance with land permitting for a cost of \$17,095.00.</p> <p>We have previously used this assistance from Synagro to successfully permit WTP sludge lagoon residuals as a soil amendment, which has been beneficial to the dredging and disposal process. I recommend approval of this budgeted expense from account #505.3330.52.2362.</p>
LEGAL:	N/A

435 Williams Court, Suite 100
Baltimore, MD 21220
www.synagro.com



July 28, 2023

City of Cartersville, GA
Water Department Office
148 Walnut Grove Road
Cartersville, GA 30120

RE: PROPOSAL FOR LAND PERMITTING SERVICES

Dear Mr. Moody,

Synagro is pleased to submit the following proposal to provide the additional land permitting services to the City of Cartersville, GA.

Project Overview

The City of Cartersville, GA is in need of permitting additional land base to accommodate an increased volume of 1000 dry tons of biosolids each year. To facilitate this process, Synagro proposes the deployment of a dedicated Technical Service Representative who will work closely with the city and regulatory authorities throughout the land permitting process.

Acreage and Permitting Experience

Synagro's Technical Services Team has been applying for and maintaining all necessary permits for our land application programs for over 40 years. They have permitted over 1,000,000 acres of farmland throughout the United States during that time.

Scope of Services

The Technical Service Representative provided by Synagro will offer comprehensive support and expertise to ensure a smooth and timely permitting process. The services included in this proposal are as follows:

- **Selection of Land Application Sites:** Soil types and drainage characteristics are evaluated in the site selection process to provide land which can support operations under a variety of weather conditions. Slope, proximity to surface and groundwater, travel distances, haul routes, accessibility from roadways and proximity to housing developments are several of the factors which must be considered in determining the suitability of a site to receive biosolids. The Technical Service Representative will identify and seek out the required acreage and contact farmers to see if they are interested. The approximate acreage needed for the land application project is 500 acres.



- **Permitting Coordination:** The TSR will be dedicated to the project with responsibilities of permitting, regulatory compliance, land base acquisition and public relations management needs.
- **Sample Collection and Testing:** The TSR will collect all required soil samples and sludge samples for testing.
- **Newspaper Advertisement:** Synagro will handle the publication of the necessary legal notice in local newspapers as required for the permitting process.
- **Meetings and Consultations:** We will actively participate in meetings with the city and regulatory authorities to address any concerns, provide clarifications, and facilitate open communication throughout the permitting process.

Total Proposal Cost:

The total cost for Synagro's Technical Service Representative to assist with the land permitting process is \$17,095. This comprehensive price covers all the services mentioned above.

We believe that this partnership will be mutually beneficial and that our Technical Service Representative will contribute significantly to the success of the project. We are enthusiastic about the opportunity to support the City of Cartersville in its growth and development.

Synagro appreciates this opportunity. Should you have any questions regarding our submittal, please contact me at (334) 703-2455 or cporter@synagro.com.

By signing below, you authorize Synagro to proceed and invoice as indicated above.

Sign and Date: _____

Warm regards,

Cindy Porter

Cindy Porter
Area Sales Manager





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Engineering Services
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Engineering Services for Galvanized Water Line Replacement
DEPARTMENT SUMMARY RECOMMENDATION:	<p>As part of the planned replacement of small, galvanized water mains in the City, the Water Department has solicited Goodwyn Mills Caywood (GMC) Engineering for a renewed Engineering Services Agreement and proposal for design services for the replacement of approximately 3,850 linear feet of water mains in the Chestnut Street area.</p> <p>We request approval of the new Engineering Services Agreement and approval of the proposal by GMC for engineering services for this project through construction phase of \$90,850.00. This is a budgeted expense to be paid from account #505.3320.54.3396</p>
LEGAL:	N/A

STATE OF GEORGIA
COUNTY OF BARTOW
CITY OF CARTERSVILLE

AGREEMENT FOR GENERAL ENGINEERING AND CONSULTING SERVICES

THIS AGREEMENT, made and entered into by and between **CITY OF CARTERSVILLE**, Georgia, hereinafter called the “OWNER” and **GOODWYN, MILLS CAWOOD, LLC.**, hereinafter called the “ENGINEER.”

WITNESSETH:

WHEREAS, the OWNER has periodic need of professional advice and engineering services;

NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the OWNER shall and does hereby employ said ENGINEER to perform certain consulting engineering services as follows:

ITEM A - TERM

The Agreement for General Engineering and Consulting services entered into between OWNER and ENGINEER shall begin on _____, 20____ and end on _____, 20____. However, upon the election of a new City Council and their assumption of office in January 1, 20____, and January 1, 20____, the City Council shall by February 1 of said years, have the right to terminate this Agreement, and in the event of said termination, shall as of the date of termination, settle all accounts and pay all outstanding invoices from ENGINEER.

ITEM B - ENGINEER'S SERVICES

The specific services which the ENGINEER agrees to furnish and the terms the ENGINEER agrees to follow are set forth herein:

1. For each major project or task, the OWNER shall provide to the ENGINEER a detailed description of the services to be performed. The ENGINEER shall respond describing its proposed work procedure, schedule and estimated fee to complete the described services. If this response is acceptable, the OWNER shall issue a written Task Order to the ENGINEER containing the agreed upon description of the work and engineering services fee estimate. Each Task Order shall be assigned a project number, shall reference this Agreement, and shall be deemed an authorization for the ENGINEER to proceed with the work when signed by the OWNER, unless otherwise stated. The provisions of this Agreement shall control with respect to each Task Order. Each Task Order, after execution by both parties to this Agreement, shall be incorporated into and become a part to this Agreement.

2. Signature by a representative of the OWNER on each Task Order shall constitute authorization to proceed by the ENGINEER for services defined by that Task Order.

ITEM C - COMPENSATION

1. The OWNER shall compensate the ENGINEER for providing the services enumerated in Item C in accordance with the Compensation Method identified in each Task Order. The compensation method shall be one of the following:

- a. Lump Sum

The OWNER agrees to pay and the ENGINEER agrees to accept a lump sum amount, which constitutes compensation for all of the ENGINEER'S salary costs, general and administrative overhead, direct project expenses, and profit. The OWNER agrees to pay the ENGINEER monthly based on the estimated percentage of total work completed through the billing period as certified by the ENGINEER.

- b. Standard Billing Rates

The OWNER agrees to pay the ENGINEER monthly, for work completed, on the basis of the standard billing rates of those principals and employees engaged directly on the work. ENGINEER's current billing rate schedule is listed in Exhibit A. Billing rate schedule may be adjusted on an annual basis.

Direct project expenses including, but not limited to, travel, subsistence, printing, toll telephone calls, specialized equipment rental, and professional services are also reimbursable at actual cost. Outside professional services shall have prior approval of the OWNER.

2. If the OWNER does not make monthly payments in full to the ENGINEER, the ENGINEER may suspend services on the basis of non-performance on the part of the OWNER, except when payment is withheld by terms of Federal or State contracts. When such progress payments are restored, the ENGINEER will continue services.

ITEM D - GENERAL TERMS AND CONDITIONS

1. *Commencement of Work.* The performance of engineering services described in Item B shall be commenced upon receipt by the ENGINEER of written authorization from the OWNER.
2. *Professional Standards; Warranty.* ENGINEER shall be responsible, to the level of care and skill ordinarily used by practicing professional engineers in the same type of work, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other services and materials furnished under this AUTHORIZATION. ENGINEER will comply with Federal and State laws, regulations, codes and standards that

apply to the project at the time the services are provided. ENGINEER makes no other warranty, express or implied, with regard to its capacity, the work performed under this Agreement, or the ultimate performance or compliance of the Project.

3. *Project Progress.* ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
4. *Project Time.* Should completion of the services be delayed for cause(s) beyond ENGINEER's responsible control, including force majeure, the time for performance shall be extended for a period at least equal to the delay and the parties will mutually agree on the terms and conditions upon which the services may be continued.
5. *Project Delays.* The ENGINEER will prepare drawings, specifications and/or reports in a timely manner, but it is agreed between the parties to this Agreement that the ENGINEER cannot be responsible for delays occasioned by factors beyond ENGINEER's control, nor by factors which could not reasonably have been foreseen at the time this Agreement was prepared and executed.
6. *Confidentiality.* The ENGINEER shall not disclose nor permit disclosure of any information designated by the OWNER as confidential, except to its employees and other consultants who need such information in order to properly execute the services of this Agreement.
7. *Assignments.* The OWNER and ENGINEER each bind himself and his partners, administrators and assigns to the other party of this Agreement, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the OWNER nor the ENGINEER shall assign his interest in this Agreement without the written consent of the other. ENGINEER may enter into subcontracts with respect to the services required by this Agreement but shall remain fully responsible to the OWNER in connection therewith. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.
8. *Personnel.* The ENGINEER, an Equal Opportunity Employer, now has or will secure at his own expense, personnel required to perform the services under this contract. Such personnel are not employees of, nor have any contractual relationship with the OWNER.
9. *Insurance.* The ENGINEER shall, during the performance of the Agreement, keep in force insurance with the following minimum coverage: Workmen's Compensation Insurance, including Employer's Liability Insurance for its employees; Commercial General Liability Insurance covering bodily injury and property damage with a combined single limit of \$1,000,000 per accident; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, covering bodily injury and property damage limits to \$1,000,000; Professional Liability Insurance with limits to \$1,000,000.

10. *Indemnification.* The ENGINEER agrees to indemnify and hold harmless the OWNER from claims, losses, costs and expenses arising out of, and to the extent caused by, the ENGINEER's negligent performance of services.
11. *Termination.* The OWNER may terminate this agreement at any time by giving thirty days' notice to the ENGINEER. If this Agreement is terminated, the ENGINEER shall be compensated for work actually performed and expense incurred up to date of termination. Notice of termination shall be given by the terminating party by hand delivery or mailing certified mail, return receipt requested, to the principal office of the other. The effective date of termination shall be 33 days after the postmark, if mailed, or 30 days after date of receipt of notice, if hand delivered.
12. *Cost Estimates.* Since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over competitive bidding or market conditions, ENGINEER's opinions of probable cost, are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as a qualified professional engineer familiar with the construction industry; but the ENGINEER cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by ENGINEER.
13. *Limitation of Professional Services.* Unless expressly stated to the contrary, the professional services to be provided by the ENGINEER do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing or arbitration. If requested, these services will be provided at the normal rates in effect at the time of service.
14. *Precedence.* These GENERAL TERMS AND CONDITIONS shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding ENGINEER'S services absent ENGINEER'S express written agreement.
15. *Ownership of Documents.* Original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs and survey notes developed in connection with the services performed hereunder belong to and remain the property of OWNER. ENGINEER may retain reproducible copies of such documents. OWNER hereby releases ENGINEER from all damages, claims, and losses arising out of any use of such original documents by OWNER other than for information and reference in connection with the use, operating and occupancy of the Project by OWNER and others. OWNER further agrees that OWNER will not hereafter disseminate any of such original documents or copies thereof for use by parties in connection with consulting services relating to any facilities not owned by OWNER. Nothing stated herein shall prevent ENGINEER from using its copies of such documents in connection with rendering professional services to other clients provided that in so doing no confidential information of OWNER is disclosed to such other client or any other party.

ENGINEER agrees that any electronic documents provided to ENGINEER by the OWNER for the ENGINEER'S use on the Project belong to and remain the property of the OWNER. The ENGINEER will not disseminate any such documents to third parties without the OWNER'S written approval and will not make use of any such documents in connection with rendering professional services relative to the construction of other facilities for other clients. The OWNER takes no responsibility for the accuracy of such documents and no guarantee of their fitness for any use by the ENGINEER is implied. The ENGINEER acknowledges and agrees to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-71 et. seq. in regards to all documents.

ITEM E - THE OWNER'S RESPONSIBILITIES

The OWNER shall:

1. Assist ENGINEER by placing at his disposal all known information available pertinent to the project including previous reports and any other data relative to design or construction of the project, which may be in possession of the OWNER.
2. Acquire all real estate interests and provide right-of-entry to all property necessary to perform this project.
3. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by the ENGINEER to the OWNER, and promptly render in writing the decisions pertaining thereto, provided however, ENGINEER agrees that OWNER is relying on ENGINEER's expertise for design and specifications and is not rendering an opinion as to the accuracy or efficiency thereof, provided further that the ENGINEER will indemnify and hold harmless the OWNER for any error or omission from said studies, reports, sketches, specifications, drawing or other documents for which a claim for damages arises out of same.
4. Designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the ENGINEER's services and to bind OWNER with respect to these items.
5. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services and any defect in the project or work of contractor(s), provided, however, nothing herein shall relieve the ENGINEER of his responsibilities.
6. Furnish all required approvals and permits from all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for completion of the project.
7. Bear all costs incident to compliance with the requirements of this item.

ITEM F - ENGINEER'S RESPONSIBILITIES

For which a Project or Task Order has been issued, the ENGINEER shall:

1. Upon identification by the ENGINEER and approval by the OWNER of the necessity and scope of information required, obtain the data, reports, surveys, and other materials and information required for this project.
2. Evaluate all proposed projects and prepare conceptual designs.
3. Develop overall master schedule and cost estimate for total program.
4. Assist in the coordination of right-of-way acquisitions.
5. Prepare construction and right-of-way plans and specifications.
6. Represent the OWNER during construction, providing the following, but not necessarily limited to, services:
 - a. Determine and certify percentage completion of projects and determine amount of money owed to Contractor.
 - b. Interpret design and specifications to Contractor, as necessary.
 - c. Reject unacceptable work, require special testing or inspections, and take appropriate action to protect OWNER's interest and assure successful completion of the project.
 - d. Inspect the projects to assess the progress and quality of work being performed and to determine that the work is progressing according to plans and specifications and deficiencies in the work of the Contractor.
 - e. Provide an on-site representative on an on-call basis or as Project Manager if so required by the OWNER.

ITEM G - EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral, for this project.

ITEM H - GOVERNING LAW

The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Georgia. Venue and jurisdiction for any disputes or litigation related thereto shall be the Bartow County Superior Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 20____.

Witness
By: Graham Sizemore
Graham Sizemore, PE

GOODWYN, MILLS CAWOOD, LLC.
By: Charles A. Welch
Charles A. Welch

Print Name _____

Print Name _____

Title Project Engineer

Title Sr. Client Mgr.

Attest:

Julia Drake, City Clerk

CITY OF CARTERSVILLE

By: _____
Matthew J. Santini, Mayor

[AFFIX SEAL]

EXHIBIT A

**Billing Rate Schedule
January 1, 2018 to December 31, 2023**

STAFF TYPE	RATE
President	\$300.00
Vice President	\$250.00
Senior Associate (Sr. Project Manager)	\$200.00
Associate (Project Manager)	\$200.00
Senior Principal Engineer (Sr. Project Engineer)	\$185.00
Principal Engineer (Project Engineer)	\$160.00
Assistant Engineer II (Engineer Intern II)	\$135.00
Assistant Engineer I (Engineer Intern I)	\$100.00
Senior Principal Designer (Sr. Designer)	\$160.00
Principal Designer (Cadd Tech I)	\$95.00
Designer (Cadd Tech II)	115.00
Operations Specialist (Contract Specialist)	\$115.00
Senior Resident Project Rep. (Field Tech)	\$105.00
Resident Project Representative (Field Tech)	\$180.00
Office Support	\$95.00

Above hourly rates include normal and customary expenses including computer, telephone, miscellaneous copying, and postage.

Hourly rates are subject to a yearly escalation factor not to exceed 3%, unless an alternate factor is approved by both parties.

The following expenses are reimbursable work items and will be charged at costs:

- Travel
- Bulk reproduction of reports, drawings and specifications
- Charges for permit fees and reviews by governmental agencies
- Subcontract services

Automobile mileage is reimbursed at \$0.58 per mile without markup.



2023
Standard Rate and Fee Schedule

Standard Hourly Rates

Table listing various job titles and their corresponding hourly rates, such as Executive Vice President at \$300.00 and Professional Land Surveyor at \$180.00.

Reimbursable Expenses

Table listing reimbursable expenses and their rates, including Travel Expenses (Vehicle Transport at \$0.655 per mile), Other Out-of-Pocket Expenses (Cost plus twenty percent), and GPS equipment (\$250.00 per day).



Goodwyn Mills Cawood

August 10, 2023

6120 Powers Ferry Rd NW
Suite 350
Atlanta, GA 30339

Mr. Michael De Leon, P.E.
City of Cartersville
100 Walnut Grove Rd.
Cartersville, GA 30120

T (770) 952-2481
F (770) 955-1064

www.gmcnetwork.com

Re: MIMOSA-CHESTNUT Galvanized Water Replacement Proposal

Dear Mr. De Leon,

We appreciate the opportunity to provide this proposal for engineering services related to the design, bid and construction phase engineering for the water main replacement for the referenced project.

The proposed engineering services will include the following items:

1. Locating streams and wetlands to ensure construction activities do not encroach on regulated buffers.
2. All related surveying including preparation of required easement plats.
3. Preparation of plans related to the water main replacement.
4. Preparation of technical specifications.
5. Preparation of sedimentation and erosion control plans.
6. Preparing bid form and contract documents.
7. Submitting and obtaining the Report of Technical Review for erosion and sedimentation control compliance.
8. Bid phase services including preparing advertisement, answering bidder questions, preparing addendum, opening public bids, preparing bid tabulation and letter of recommendation to award contract.
9. Construction administration services including attending and running pre-construction meeting and monthly construction progress meetings, reviewing Contractor submittals, responding to Contractor RFI's, reviewing Contractor pay applications and preparing change orders, Construction inspection will be billed hourly if requested by CCSS.

GMC can provide the design engineering services for a lump sum fee of **\$65,350.00**. This fee will cover engineering costs and expenses. We estimate the design will take three (3) months from the time we receive the notice to proceed. GMC proposes to perform the bid phase services, beginning at the approval of the design phase plans and continuing thru the preconstruction conference, for a lump sum of **\$7,500.00**. In addition, at the owner's request, GMC proposes to perform construction phase engineering including the rereview of shop drawings, review of monthly pay requests, and periodic project observation at our standard rates as shown on attachment "2023 Engineering Standard Rate and Fee Structure Schedule". We anticipate the cost to be approximately **\$15,000.00**. Finally, GMC can complete the record (as-built) drawings in AutoCAD provided that the City of Cartersville or the Contractor provides the marked-up construction drawings. GMC can complete the record drawings in AutoCAD for a lump sum fee of **\$3,000.00**.

The total proposed fee for the services outlined herein is:

Survey and Design Phae Engineering	\$65,350.00
Bid Phae Engineering	\$7,500.00
*Construction Phase Engineering	\$15,000.00
As Built Preparation	<u>\$3,000.00</u>
	\$90,850.00

*Hourly estimate including periodic site visits as requested

This proposal does not include construction inspection services or any other work not listed in this proposal. GMC can bill for construction inspection services using hourly rates including expense reimbursement.

Thanks for your consideration of this proposal and please do not hesitate to give me a call with any questions. We look forward to working with the City of Cartersville on this project. If the terms of this outline are acceptable and you choose GMC to perform the services outlined, please let me know and I will prepare a task order for your review and approval.

Sincerely,
GOODWYN MILLS AND CAWOOD, INC.



Charles A. Welch



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Change Order
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Douthit Ferry Road Widening Engineering Change Order
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Public Works has received an additional change order request from Southland Engineering to complete the Right of Way estimate for the Douthit Ferry Road Widening Project. These estimates are required each year.</p> <p>The service proposal will be subcontracted through THC, Inc. and will cover estimates for this year and next. THC, Inc is GDOT prequalified to perform Right of Way estimates and has performed previous work for the city on GDOT-related projects.</p> <p>Fees are more than the estimated amount awarded to the City to pay for preliminary engineering, therefore, SPLOST Funds will be used to cover the fee of \$6,445.26.</p> <p>The change order is recommended for approval if the intent is to move forward with this project.</p>
LEGAL:	N/A

July 18, 2023
Mr. Wade Wilson
Director of Public Works
City of Cartersville

Dear Mr. Wilson,

We thank you for taking time to discuss the GDOT Project 0007494 Bartow – Douthit Ferry Road Widening with Southland Engineering.

The project is designed by the City through a Project Framework Agreement through GDOT using Local funds for Preliminary Engineering and Federal and State funds for construction.

As a part of the plan process a Right of Way estimate is required each year. T.H.C. is the firm we have on our team to provide those services. T.H.C. is prequalified with GDOT to provide these services.

A. Project Additional Scope Southland Engineering Inc

A Right of Way Estimate is required once each year. This requested additional services includes the ROW cost estimate for 2023 and an update for 2024. This also includes coordination with GDOT and administrative Costs.

Preliminary Cost Estimate Report (T.H.C.) ----- \$4,845.26

Update within 12 Months (T.H.C.) -----\$1,000.00 (Flat Fee)

Southland Engineering Fee (10% +--of Total) ---\$600.00

TOTAL FEE = \$6,445.26



April 14, 2023

Mr. David Moore
Southland Engineering, Inc
114 Old Mill Road
Cartersville, GA 30120

RE: Fee Proposal to provide Preliminary Cost Estimating Services for PI #0007494 Bartow Douthit Ferry Road - City of Cartersville, GA

Dear Mr. Moore,

THC, Inc. (THC) is pleased to submit a fee proposal to provide Preliminary Cost Estimating Services on **PI #0007494** Douthit Ferry Road project on behalf of Southland Engineering, Inc. for the City of Cartersville. A brief review of the previous Preliminary Cost Estimate revealed 66 parcels made up of both Commercial and Residential property.

THC understands the Scope of Work to include the following:

1. Plan review, parcel review (tax assessor/property cards) and pull comparable sales.
2. Inspection of Project Corridor.
3. Analyze project comparable sales.
4. Establish framework of cost estimate results.
5. Cost estimate review and submission.
6. Provide updates, as requested.

Proposed schedule for completion – 15 to 25 days from Notice-to-Proceed. NTP must include receipt of ROW Plans (PDF format), Data Table (Excel spreadsheet) with data required for each parcel, and GDOT Checklist.

THC proposes to provide the Preliminary Right of Way Cost Estimate Report (CE) for a fee of **\$4,845.26**. If the report needs to be updated within 12 months of the original report, THC can provide the updated CE for a flat fee of \$1,000.00. Updates after 12 months will result in a flat fee of \$4,800.00.

Additional services beyond the Scope of Work in this fee proposal must be agreed upon with compensation approved by THC and Southland Engineering.

We sincerely appreciate the opportunity to provide cost estimates for this project. Please contact us if you have questions about this proposal.

Sincerely,

Wesley K. Brock
Program Manager
THC, Inc.
Direct: 678.735.5203 / wbrock@thcinc.net

Joe A. Carroll
President
THC, Inc.
jcarroll@thcinc.net



April 14, 2023

RE: Fee Proposal to provide Preliminary Cost Estimating Services for PI #0007494 Bartow Douthit Ferry Road - City of Cartersville, GA

A signed copy of this proposal, mailed or emailed to our office, shall serve as acceptance of this proposal and our notice to proceed. The accepted **Budget is \$4,845.26.**

Preliminary Cost Estimate Report	@ \$4,845.26
Update within 12 months	@ \$1,000.00 (flat fee)
Update after 12 months	@ \$4,800.00 (flat fee)

Fees are subject to increase after May 1, 2024.

ACCEPTANCE/NOTICE TO PROCEED

A signed copy of this proposal, mailed or emailed to our office, shall serve as acceptance of this proposal and our notice to proceed.

APPROVED: *Karl Lutjens*
(signature)

Name: Karl Lutjens, P.E.

Title: President, Southland Engineering Inc.

Date: 5-11-2023

If this signed proposal serves as the THC, Inc. NTP/Contract, please provide billing and invoicing instructions. THC will send an invoice upon completion and delivery of requested Cost Estimate Report(s). Our THC, Inc. W-9 will be submitted with the invoice or can be requested to format another contract document.

INVOICING INSTRUCTIONS:

Email Address(s) to send Invoices to: Dsimonson@southlandengineers.com

Invoice Contact Name and Phone Number: Danielle Simonson - (770) 387-0440

Additional Invoice Requirements: Send Copies to David Moore - dmoore@southlandengineers.com



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Public Works
AGENDA ITEM TITLE:	Asbestos Abatement on City Property
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Asbestos Abatement on City Property - The City of Cartersville purchased the property at 115 Woodland Drive to remove the home to install a detention pond. An asbestos assessment revealed the presence of asbestos.</p> <p>Public Works received three estimates:</p> <ul style="list-style-type: none"> • A&M Contracting for \$18,000.00 • A1A Environmental for \$27,775.33 • Azalea Environmental of NW Ga for \$29,702.09 <p>Public Works recommends the selection of A&M Contracting to perform the asbestos removal and requests approval to authorize A&M Contracting to conduct the proposed work contingent on proper insurance and certification.</p> <p>The proposed work will be part of the Terrell Heights Drainage Project and will be paid out of the ARPA (American Rescue Plan Act) funds. To qualify for these funds, our staff feels that this project would help our stormwater division “manage, reduce, and recapture stormwater” drainage resulting in reduced flooding at this location.</p>
LEGAL:	N/A



Demolition * Asbestos Abatement * Lead Remediation

1458 Grist Mill Drive
Acworth, GA. 30101
Fax: (770) 529-5279
Cell: (770) 318-5858
Email: amdemo2003@yahoo.com

August 03, 2023

TO: City of Cartersville
EMAIL: delrod@cityofcartersville.org

RE: Asbestos Abatement proposal for 115 Woodland Drive, Cartersville, GA. 30120.

- 1) Remove and dispose of asbestos sheetrock mud/sheetrock from interior of house for \$18,000.00.

All work will be done in accordance with applicable federal, state and local regulations including but not limited to OSHA, DOT, EPA and Georgia. Thank you for the opportunity to bid this project. Please call me with any questions.

* Terms are net 30 days. If payment is not received in 30 days, 1.5% per month interest charge will be imposed on the outstanding balance. Customer will be assessed any collection fee(s) incurred. This contract is valid for 60 days.

Sincerely,

Robert McCaughtry
Mr. Robert McCaughtry

Authorized by,

City of Cartersville



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Mauldin & Jenkins 2022 MEAG Invoice
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	Mauldin & Jenkins 2022 MEAG Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	Attached is an invoice from Mauldin & Jenkins for the annual MEAG Questionnaire completion. This is completed annually by the finance staff and then reviewed by Mauldin & Jenkins. The budgeted invoice is \$7,748.00, and I recommend your approval of payment.
LEGAL:	NA

Old Year

MAULDIN & JENKINS

CPAs & ADVISORS

200 Galleria Pkwy, SE, Suite 1700 • Atlanta, Georgia 30339 • (770) 955-8600 • www.mjcpa.com

City of Cartersville Georgia
ATTN Tom Rhinehart
PO Box 1390
Cartersville, GA 30120

Invoice No. 1292453
07/31/2023
Client No. 03013814.000

Online Payments Available www.mjcpa.com

PROFESSIONAL SERVICES RENDERED AS FOLLOWS:

Time and expenses associated with procedures and reporting on the City's 2022 MEAG questionnaire.

Current Amount Due \$ 7,748.00
Prior Balance 0.00
Total Amount Due \$ 7,748.00

APPROVED		DATE APPROVED
FINANCE DEPT		8 19 2023
		DEPT HEAD <i>J Rhinehart</i>
		CITY MANAGER
PROFESSIONAL ACCOUNT(S)		
510	3500	52 - 1200 \$ 7748.00
TOTAL		\$ 7748.00

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
7,748.00	0.00	0.00	0.00	0.00	7,748.00

We Appreciate your Business!



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	August 17, 2023
SUBCATEGORY:	Monthly Financial Report
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	June 2023 Financial Report
DEPARTMENT SUMMARY RECOMMENDATION:	Attached are the financial reports for June 2023.
LEGAL:	None

MONTHLY SUMMARY
As of June 30, 2023

	FY 2021-22	FY 2022-23	FY 2021-22	FY 2022-23	100.00% OF BUDGET (Year to Date)
	MONTH OF June-22	MONTH OF June-23	Year to Date June-22	Year to Date June-23	
GENERAL FUND <i>excluding SPLIT, DDA & School System Property Tax Revenue & Expenditures</i>					
REVENUE	\$1,863,593	\$2,754,090	\$30,799,181	\$39,368,101	116.69%
EXPENDITURE	\$3,137,004	\$3,183,701	\$29,873,769	\$32,153,802	95.31%
Gen. Fund Net Profit (Loss)	(\$1,273,411)	(\$429,611)	\$925,412	\$7,214,299	
WATER & SEWER					
REVENUE	\$2,197,319	\$2,221,545	\$26,269,048	\$31,530,921	84.70%
EXPENDITURE	\$2,001,156	\$2,868,403	\$19,402,577	\$22,433,940	60.26%
Wtr. & Swr. Fund Net Profit (Loss)	\$196,163	(\$646,858)	\$6,866,471	\$9,096,981	
<i>As of June 30, 2023 a total of \$2,403,540 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds</i>					
GAS					
REVENUE	\$3,126,849	\$1,558,883	\$37,529,315	\$43,650,764	127.06%
EXPENDITURES	\$4,317,210	\$1,878,244	\$33,756,350	\$37,053,916	107.86%
Gas Fund Net Profit (Loss)	(\$1,190,361)	(\$319,361)	\$3,772,965	\$6,596,848	
ELECTRIC					
REVENUE	\$5,130,637	\$4,633,227	\$53,932,742	\$56,519,321	103.73%
EXPENDITURES	\$4,860,317	\$5,095,073	\$52,477,406	\$56,512,722	103.72%
Electric Fund Net Profit (Loss)	\$270,320	(\$461,846)	\$1,455,336	\$6,599	
STORMWATER					
REVENUE	\$131,115	\$133,948	\$1,552,460	\$1,606,008	100.25%
EXPENDITURE	\$120,118	\$115,639	\$1,243,289	\$1,274,251	79.54%
Stormwater Fund Net Profit (Loss)	\$10,997	\$18,309	\$309,171	\$331,757	
SOLID WASTE					
REVENUE	\$250,503	\$284,149	\$3,328,419	\$3,808,478	104.68%
EXPENDITURE	\$214,837	\$562,283	\$3,002,306	\$3,386,061	93.07%
Solid Waste Fund Net Profit (Loss)	\$35,666	(\$278,134)	\$326,113	\$422,417	
FIBER OPTICS					
REVENUE	\$218,519	\$214,640	\$2,549,851	\$3,618,789	140.06%
EXPENDITURE	\$306,118	\$171,122	\$2,323,323	\$2,365,270	91.54%
Fiber Fund Net Profit (Loss)	(\$87,599)	\$43,518	\$226,528	\$1,253,519	

	Description	6/30/2023	FY 2023 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$39,368,102	\$33,736,215	116.69%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$5,441,493	\$4,810,565	6253335.00%
	Local Option Sales Tax (LOST)	\$7,628,182	\$5,655,350	134.88%
	Other Taxes	\$10,847,015	\$9,844,265	110.19%
	Building Permit & Inspection Fees	\$1,727,397	\$500,000	345.48%
	Fines and Forfeitures	\$464,660	\$350,000	132.76%
	Operating Transfers In-City Utilities	\$3,556,218	\$3,921,595	90.68%
	Other Revenues	\$7,833,537	\$6,784,840	115.46%
	School Bonds	\$1,869,600	\$1,869,600	100.00%
	Total Expenditures	\$32,153,802	\$33,736,215	95.31%
	Personnel Expenses	\$20,951,990	\$21,154,470	99.04%
	Operating Expenses	\$8,036,131	\$8,231,995	97.62%
	Capital Expenses	\$826,581	\$2,010,650	41.11%
	GO Bond Expense for School	\$1,869,600	\$1,869,600	100.00%
	Library Appropriations	\$469,500	\$469,500	100.00%
	Water & Sewer Fund	Total Revenues	\$31,530,921	\$37,578,785
Water Sales		\$18,019,290	\$14,418,600	124.97%
Sewer Sales		\$10,433,069	\$7,618,465	136.94%
Bond Proceeds		\$0	\$4,750,000	0.00%
Use of Reserves		\$0	\$8,445,720	0.00%
Prior Year Capacity Fees		\$0	\$1,660,000	0.00%
Other Revenues		\$3,078,562	\$686,000	448.77%
Total Expenditures		\$22,433,941	\$37,578,785	59.70%
Personnel Expenses		\$4,432,527	\$4,772,175	92.88%
Operating Expenses		\$4,885,842	\$5,474,765	89.24%
Capital Expenses		\$4,568,311	\$16,360,000	27.92%
Capital Expenses (Bond Funds)	\$2,403,540	\$4,750,000	50.60%	
Transfer To General Fund	\$2,603,621	\$2,603,620	100.00%	
Debt Payments	\$3,540,100	\$3,618,225	97.84%	
Gas Fund	Total Revenues	\$43,650,764	\$34,353,845	127.06%
	Gas Sales	\$37,649,407	\$27,171,365	138.56%
	Gas Commodity Charge	\$1,491,135	\$1,494,210	99.79%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$4,510,222	\$1,627,250	277.17%
	Use of Reserves	\$0	\$4,061,020	0.00%
	Contributions from Other Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$37,053,916	\$34,353,845	107.86%
	Personnel Expenses	\$2,393,931	\$2,575,270	92.96%
	Operating Expenses	\$1,439,510	\$1,738,485	82.80%
Purchase of Natural Gas	\$25,333,467	\$19,372,045	130.77%	
Transfer to General Fund	\$3,436,227	\$3,608,105	95.24%	
Debt Service	\$842,677	\$779,695	108.08%	
Capital Expenses	\$3,608,104	\$6,280,245	57.45%	

	Description	6/30/2023	FY 2023 Budget	% of Monthly Totals to Budget	
Electric Fund	Total Revenues	\$56,519,321	\$54,485,200	103.73%	
	Electric Sales	\$53,327,770	\$49,562,840	107.60%	
	Other Revenues	\$3,191,551	\$2,123,850	150.27%	
	Use of Reserves	\$0	\$2,798,510		
	Total Expenses	\$56,512,722	\$54,485,200	103.72%	
	Personnel Expenses	\$3,090,680	\$2,942,740	105.03%	
	Operating Expenses	\$1,706,498	\$1,798,105	94.91%	
	Purchase of Electricity	\$46,181,890	\$41,921,610	110.16%	
	Capital Expenses	\$2,195,699	\$4,484,790	48.96%	
	Transfer to General Fund	\$3,337,955	\$3,337,955	100.00%	
Stormwater Fund	Total Revenues	\$1,606,008	\$1,602,000	100.25%	
	Stormwater Revenues	\$1,562,508	\$1,538,000	101.59%	
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!	
	Other Revenues	\$43,500	\$14,000	310.71%	
	Proceeds from Capital Leases	\$0	\$50,000	0.00%	
	Use of Reserves	\$0	\$0	#DIV/0!	
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!	
	Total Expenses	\$1,274,251	\$1,602,000	79.54%	
	Personnel Expenses	\$831,422	\$854,200	97.33%	
	Operating Expenses	\$380,829	\$406,145	93.77%	
Capital Expenses	\$62,000	\$341,655	18.15%		
Solid Waste Fund	Total Revenues	\$3,808,478	\$3,638,135	104.68%	
	Refuse Collections Revenues	\$3,379,360	\$3,154,240	107.14%	
	Other Revenues	\$87,979	\$77,000	114.26%	
	Proceeds From Capital Leases	\$341,139	\$406,895	83.84%	
	Total Expenses	\$3,386,061	\$3,638,135	93.07%	
	Personnel Expenses	\$1,397,852	\$1,541,835	90.66%	
	Operating Expenses	\$1,581,315	\$1,689,405	93.60%	
	Capital Expenses	\$406,894	\$406,895	100.00%	
	Fiber Optics Fund	Total Revenues	\$3,618,789	\$2,583,800	140.06%
		Fiber Optics Revenues	\$2,415,393	\$2,399,000	100.68%
GIS Revenues		\$115,575	\$115,500	100.06%	
Proceeds from Capital Leases		\$0	\$0	#DIV/0!	
Other Revenues		\$1,087,821	\$69,300	1569.73%	
Total Expenses		\$2,365,270	\$2,583,800	91.54%	
Personnel Expenses		\$947,323	\$931,440	101.71%	
Operating Expenses		\$1,128,719	\$1,037,985	108.74%	
MEAG Telecom Statewide Pymt		\$1,971	\$7,890	0.00%	
Debt Payment		\$5,543	\$0	0.00%	
Capital Expenses	\$87,228	\$412,000	21.17%		
Transfers to General Fund	\$194,486	\$194,485	100.00%		

Cash Position	6/30/22	7/31/22	8/31/22	9/30/22	10/31/22	11/30/22	12/31/22
Total Unrestricted Cash Balance	\$64,173,865.40	\$65,068,680.73	\$66,636,417.94	\$68,343,258.41	\$74,286,980.83	\$85,524,327.27	\$76,377,948.59
Total Restricted Cash Balance	\$184,799,847.45	\$191,907,281.67	\$191,741,270.95	\$188,897,215.65	\$192,476,089.23	\$199,409,273.98	\$197,166,502.93
Cash Position		1/31/23	2/28/23	3/31/23	4/30/23	5/31/23	6/30/23
Total Unrestricted Cash Balance		\$79,818,867.18	\$82,796,970.41	\$85,082,502.01	\$84,737,184.97	\$85,812,679.11	\$85,459,169.93
Total Restricted Cash Balance		\$199,006,379.81	\$199,181,163.32	\$200,895,264.20	\$202,143,723.18	\$202,030,361.15	\$202,027,884.95

Highlights for the Month of June 2023:
 Unrestricted cash decreased due to increases in the Water, Stormwater, and Fiber Funds, while decreases occurred in the General, Grant, Electric, Gas, Solid Waste, and Garage funds.

Restricted cash decreased due to increases in the SPLOST 2020 and Pension funds, while decrease occurred in the SPLOST 2003, Hotel Motel Tax, Motor Vehicle Tax, ARPA, TPD, and Debt Service funds.

SPLOST Account Balances	
SPLOST 2003	\$0.00
SPLOST 2014	\$231,991.10
SPLOST 2020	\$9,652,785.09