

# PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

## Agenda

Friday, December 3, 2021 ♦ 9:00 AM

*Putnam County Administration Building – Room 203*

### Opening

1. Welcome - Call to Order
2. Approval of Agenda
3. Invocation - Rev. Dr. Ford G'Segner
4. Pledge of Allegiance (DB)
5. Special Presentations
  - a. John Harper Retirement
  - b. Commissioner Certifications

### Zoning Public Hearing

6. Request by Rick McAllister, agent for Jacqueline Trinkle, to rezone 33.31 acres at 842 Harmony Road from AG to C-2 [Map 097, Part of Parcel 060, District 3]
7. Request by Rick McAllister, agent for BTC Commercial, LLC, to rezone 9.32 acres on Scott Road from C-PUD to C-2 [Map 102, Part of Parcel 002001, District 3] (staff-P&D)

### Code of Ordinances Public Hearing

8. Proposed adoption of changes to the Putnam County Code of Ordinances - Chapter 66 (Zoning), Chapter 18 (Buildings and Building Regulations), Chapter 28 (Development Regulations), Chapter 32 (Fire Protection and Prevention), Chapter 50 (Solid Waste and Scrap Tires), and Appendix B (Special Events) (staff-CA, CC, P&D)

### Commission District Map Public Hearing

9. Proposed adoption of changes to the County Commission District Map (BOC)

### Regular Business Meeting

10. Public Comments
11. Consent Agenda
  - a. Approval of Minutes - November 5, 2021 Regular Meeting (staff-CC)
  - b. Approval of Minutes - November 5, 2021 Executive Session (staff-CC)
  - c. Ratification of the Revised IGA between Putnam County Hospital Authority and Putnam County (staff-CM)
12. Request for Final Plat Subdivision Approval by The Verde Corporation/James Jenkins (staff-P&D)

The Board of Commissioners reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the Board of Commissioners, staff, and members of the public exceeds the legal limits. The meeting cannot be closed to the public except by a majority vote of a quorum present for the meeting. The board can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

- [13.](#) Authorization for Chairman to sign the Revised Drug and Alcohol Testing Policy for Putnam County Transit (staff-Transit)
- [14.](#) Authorization for Chairman to sign the Restated ACCG 401(a) Defined Contribution Plan Adoption Agreement and Resolution to Adopt Restated Defined Contribution Plan (staff-CM)
- [15.](#) Authorization for Chairman to sign Seventh Amendment to the Exclusive Contract for Solid Waste and Recycling Collection Service (staff-CM)
- [16.](#) Discussion and possible action regarding the LMIG projects for 2022 (staff-CM)
- [17.](#) Request for Road Acceptance from Jimmy Anderson for Harmony Farms Drive (staff-CC)
- [18.](#) Approval of 2022 BOC Meeting Schedule (staff-CC)

### **Reports/Announcements**

19. County Manager Report
20. County Attorney Report
21. Commissioner Announcements

### **Executive Session**

22. Enter Executive Session as allowed by O.C.G.A. 50-14-4 for Personnel, Litigation, or Real Estate
23. Reopen meeting and execute Affidavit concerning the subject matter of the closed portion of the meeting
24. Action, if any, resulting from the Executive Session

### **Closing**

25. Adjournment

The Board of Commissioners reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the Board of Commissioners, staff, and members of the public exceeds the legal limits. The meeting cannot be closed to the public except by a majority vote of a quorum present for the meeting. The board can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

**File Attachments for Item:**

6. Request by Rick McAllister, agent for Jacqueline Trinkle, to rezone 33.31 acres at 842 Harmony Road from AG to C-2 [Map 097, Part of Parcel 060, District 3]



# PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ [www.putnamcountyga.us](http://www.putnamcountyga.us)

## Staff Recommendations

Thursday, November 04, 2021, ♦ 6:30 PM

Putnam County Administration Building – Room 203

TO: Board of Commissioners

FROM: Lisa Jackson

RE: Staff Recommendation for Public Hearing Agenda on 11/4/2021

### Requests

6. Request by **Rick McAllister, agent for Jacqueline Trinkle** to rezone 33.31 acres at 842 Harmony Road from AG to C-2. [**Map 097, Part of Parcel 060, District 3**]. \* The applicant is requesting to rezone 33.31 acres to develop a new mini-warehouse and outdoor parking storage, along with several commercial retail shops. The proposed development will focus heavily on mini-warehouses and storage. A proposed 5-acre tract will be left AG zoning as a buffer between the proposed site and existing R-1R Single Family Lots.

As stated in the traffic study, Harmony Road is a two-lane road with multiple driveways between the project and Hwy 44. A 24-hour bi-directional traffic volume count collected September 30, 2021, indicated that most of the left-turn traffic into the development would be from the westbound traffic, off Harmony Road. The supplied two-way traffic counts east of the site near Hwy 44 intersection is 3,278 average daily traffic. Based on this information Harmony Road with its multiple access points, may currently be operating near its capacity at peak hours. The total projected traffic for the Harmony 40, LLC development is 1,319 average trips per day, with 33 entering 24 exiting during AM peak hour and 47 enter, with 45 exiting during the PM hours. The study found that adding 47 left turns during peak hours without a left-turn lane would significantly impact the traffic on Harmony Road.

The study shows that Harmony 40, LLC, project would be considered primarily as a destination use and likely will have no passer by consideration. However, the commercial tracts on the front would not be a primary destination and would have a higher percentage of passer by traffic utilization, and the estimated passer by traffic will be at 5% of the total traffic impact on the outside of the roadway. Therefore, the study recommends that the development incorporates a deceleration lane and left turn lanes into the development at all entrances to minimize the impact on the operation of Harmony Road.

As stated in Sec. 66-106(a) of the Putnam County Code of Ordinances, the C-2 zoning allows mini-warehouses, outdoor parking storage, and general commercial parcels. The surrounding parcels include undeveloped AG, R-1R Single Family Lots, C-1, and C-2 Commercial use. However, the proposed development is consistent with the existing commercial 1 & 2 developments located on Harmony Road. The comprehensive plan matches the proposed use for future commercial development. This property is directly adjacent to a dwelling unit and if approved, the staff recommends that a 50-foot undisturbed vegetated buffer be established along the property line adjacent to map 097



parcel 061. The developer should also install a deceleration lane and left-turn lane at all entrances of the development as recommended in their traffic study. By implementing the recommended conditions, the proposed project should have minimal impact on the adjacent properties, roads, and nearby intersections. **The applicant is requesting to withdraw without prejudice.**




**GEOGRAPHIC FEATURE LEGEND**

Station Limits	Agriculture/Forestry	Mixed Use	Residential
County Boundary	Commercial	Park/Recreation/Conservation	Transportation/Communication/Utilities
Roads	Industrial	Public/Institutional	Undeveloped/Vacant
Parcels			
Parcel Hooks			

  
**Middle Georgia Regional Commission**  
 175 Emory Hwy  
 Suite C  
 Macon, Georgia 31217  
 (478) 751-0100  
 Web  
[www.middlegeorgia.org](http://www.middlegeorgia.org)

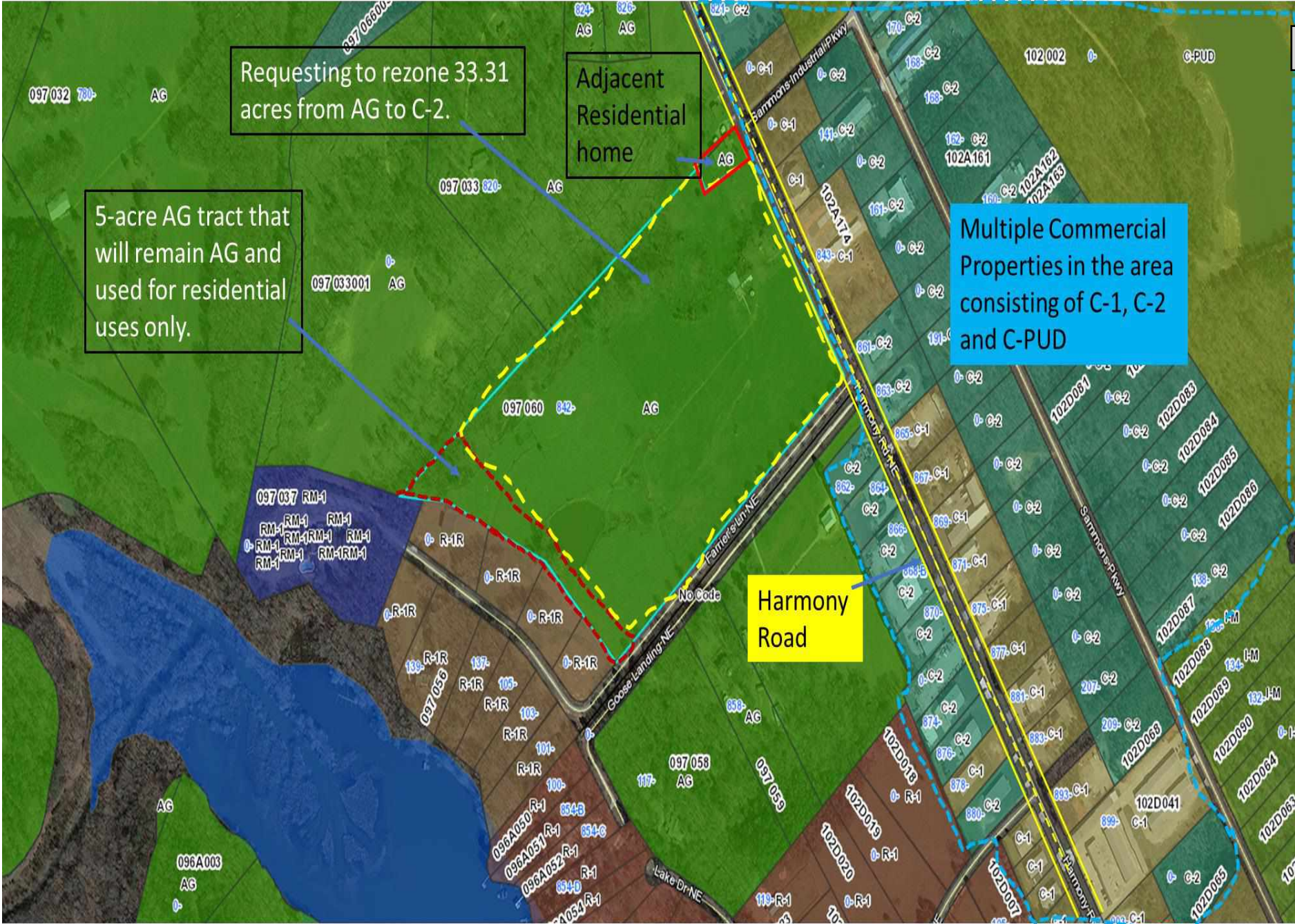
**PUTNAM COUNTY, GEORGIA**  
**FUTURE LAND USE MAPS**



# MAP 097

MAP SCALE: 1" = 200'    SCALAR RATIO: 1:5000    DATE: OCTOBER 2021





Staff recommendations is for approval to withdraw without prejudice at 842 Harmony Road [Map 097, Part of Parcel 060, District 3].



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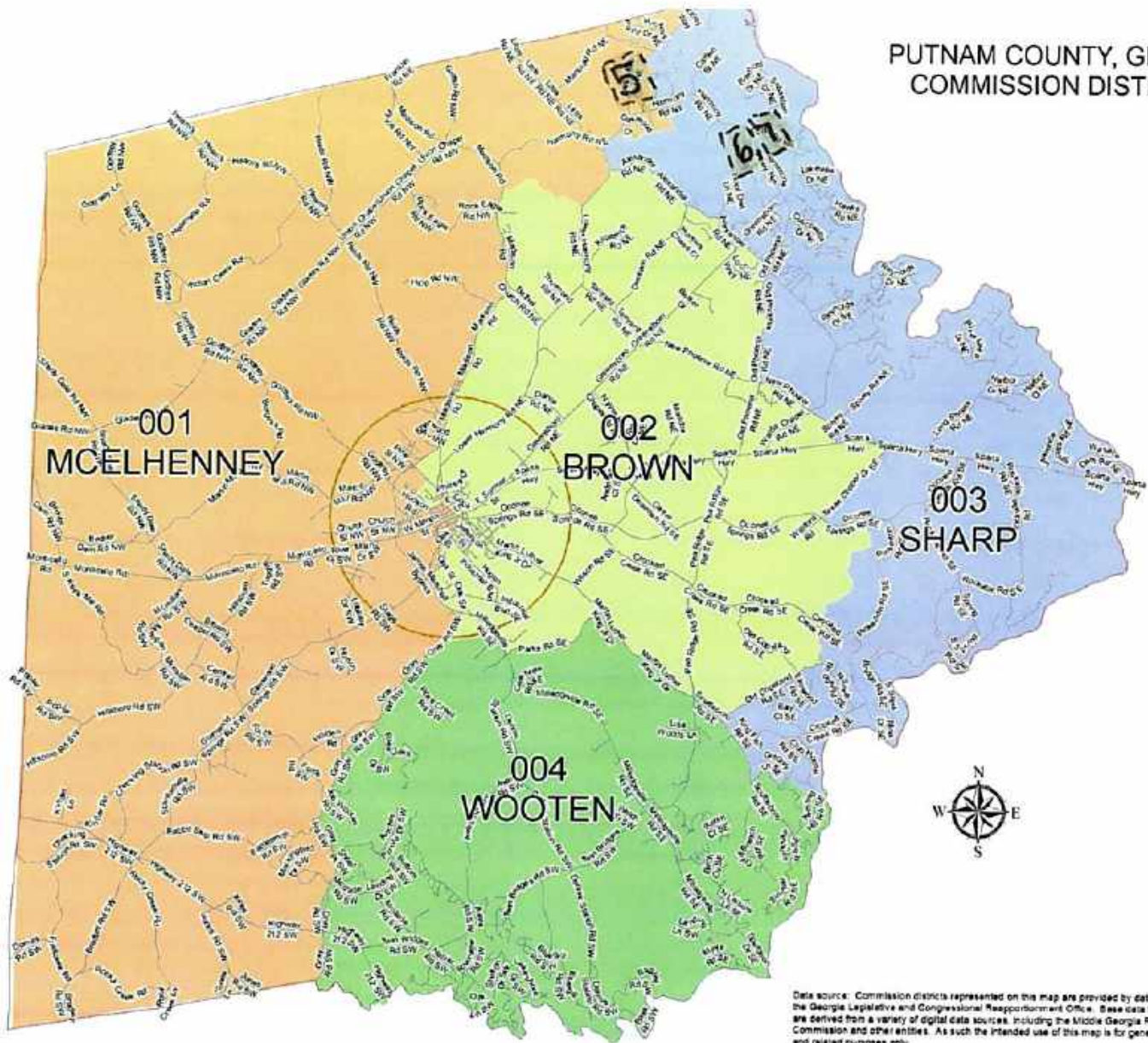
## *Board of Commissioners Notice*

*November 4, 2021 Planning & Zoning Commission Meeting*

6. Request by **Rick McAllister, agent for Jacqueline Trinkle** to rezone 33.31 acres at 842 Harmony Road from AG to C-2. [Map 097, Part of Parcel 060, District 3]. \*

***The Planning & Zoning Commission's recommendation is for approval to withdraw without prejudice at 842 Harmony Road. [Map 097, Part of Parcel 060, District 3]. \****





Data source: Commission districts represented on this map are provided by data from the Georgia Legislative and Congressional Reapportionment Office. Base data features are derived from a variety of digital data sources, including the Middle Georgia Regional Commission and other entities. As such the intended use of this map is for general planning and related purposes only.

MAP SCALE: 1" = 5,697.28' SCALE RATIO: 1:68,367.34 DATE: JANUARY 2021

5. Request by **Kent Campbell** for a rear yard setback variance at 287 Parks Mill Road. Presently zoned C-1 [Map 070A, Parcel 065, District 1].
6. Request by **Rick McAllister, agent for Jacqueline Trinkle** to rezone 33.31 acres at 842 Harmony Road from AG to C-2. [Map 097, Part of Parcel 060, District 3].\*
7. Request by **Rick McAllister, agent for BTC Commercial, LLC** to rezone 9.32 acres on Scott Road from C-PUD to C-2. [Map 102, Part of Parcel 002001, District 3]. \*



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## APPLICATION FOR REZONING

REZONING

PERMIT# PLAN 2021-02101

APPLICATION NO. \_\_\_\_\_

DATE: \_\_\_\_\_

MAP 097 PARCEL 060

ZONING DISTRICT AG

1. Owner Name: Jacqueline Trinkle

2. Applicant Name (If different from above): Rick McAllister

3. Mailing Address: 1341 Beverly Drive Athens GA 30606

4. Email Address: [REDACTED]

5. Phone: (home) \_\_\_\_\_ (office) \_\_\_\_\_ (cell) [REDACTED]

6. The location of the subject property, including street number, if any: 842 Harmony Road Eatonton, GA

7. The area of land proposed to be rezoned (stated in square feet if less than one acre): 35,311 +/- Acres

8. The proposed zoning district desired: C2

9. The purpose of this rezoning is (Attach Letter of Intent)  
See attached letter of Intent

10. Present use of property: AG- Undeveloped Desired use of property: Commercial - 2

11. Existing zoning district classification of the property and adjacent properties:  
Existing: AG  
North: AG South: AG / C2 East: C1 West: R1R

12. Copy of warranty deed for proof of ownership and if not owned by applicant, please attach a signed and notarized letter of agency from each property owner for all property sought to be rezoned.

13. Legal description and recorded plat of the property to be rezoned.

14. The Comprehensive Plan Future Land Use Map category in which the property is located. (If more than one category applies, the areas in each category are to be illustrated on the concept plan. See concept plan insert.): Commercial

15. A detailed description of existing land uses: AG- Undeveloped Site, north and South West - Residential SF Lots, East- General Commercial

16. Source of domestic water supply: well \_\_\_\_\_, community water \_\_\_\_\_, or private provider\* \_\_\_\_\_.  
If source is not an existing system, please provide a letter from provider.

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- 17. Provision for sanitary sewage disposal: septic system \_\_\_\_\_, or sewer x. If sewer, please provide name of company providing same, or, if new development, provide a letter from sewer provider.
- 18. Complete attachment of Disclosure of Campaign Contributions Form by the applicant and/or the applicant's attorney as required by the Georgia Conflict of Interest in Zoning Act (O.C.G.A. 36-67A).
- 19. The application designation, date of application and action taken on all prior applications filed for rezoning for all or part of the subject property. (Please attach on separate sheet.)
- 20. Proof that property taxes for the parcel(s) in question have been paid.
- 21. Concept plan.
  - If the application is for less than 25 single-family residential lots, a concept plan need not be submitted. (See attachment.)
  - A concept plan may be required for commercial development at director's discretion
- 22. Impact analysis.
  - If the application is for less than 25 single-family residential lots, an impact analysis need not be submitted. (See attachment.)
  - An Impact analysis (including a traffic study) is required when rezoning from residential zoned or used property to commercial or industrial districts.

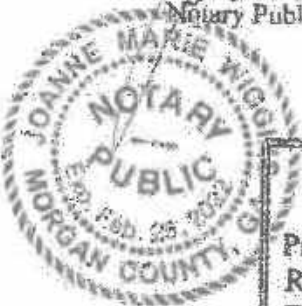
THE ABOVE STATEMENTS AND ACCOMPANYING MATERIALS ARE COMPLETE AND ACCURATE. APPLICANT HEREBY GRANTS PERMISSION FOR PLANNING AND DEVELOPMENT PERSONNEL OR ANY LEGAL REPRESENTATIVE OF PUTNAM COUNTY TO ENTER UPON AND INSPECT THE PROPERTY FOR ALL PURPOSES ALLOWED AND REQUIRED BY THE PUTNAM COUNTY CODE OF ORDINANCES.

Jackie Ann Smith 9/20/14  
Signature (Property Owner) (Date)

Robert M. Smith 9/21/14  
Signature (Applicant) (Date)

[Signature]  
Notary Public

[Signature]  
Notary Public



Office Use		
Paid: \$ <u>550.00</u>	(cash) _____	(check) _____ (credit card) _____
Receipt No. _____	Date Paid: _____	
Date Application Received: _____		
Reviewed for completeness by: _____		
Date of BOC hearing: _____	Date submitted to newspaper: _____	
Date sign posted on property: _____	Picture attached: yes _____ no _____	



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LETTER OF AGENCY- Re-Zone of property

WE, THE UNDERSIGNED OWNERS OF REAL PROPERTY LOCATED IN THE CITY OF EATONTON/PUTNAM COUNTY, GEORGIA, HEREBY APPOINT Rick McAlister TO BE MY/OUR AGENT FOR THE PURPOSE OF APPLYING FOR Re-Zone OF PROPERTY DESCRIBED AS MAP 097 PARCEL 090, CONSISTING OF 41.464 ACRES, WHICH HAS THE FOLLOWING ADDRESS: 842 Harmony Road EATONTON, GEORGIA 31024. ATTACHED HERETO IS A COPY OF A DEED AND OR PLAT OF SURVEY DESCRIBING THE PROPERTY OWNED BY THE PROPERTY OWNER(S) TO WHICH THIS LETTER OF AGENCY APPLIES.

THE ABOVE-NAMED AGENT HEREBY IS AUTHORIZED TO COMPLETE AND SIGN THE CITY OF EATONTON/PUTNAM COUNTY APPLICATION FOR Re-Zone ON OUR BEHALF. WE UNDERSTAND THAT THIS LETTER OF AGENCY WILL BE ATTACHED TO AND MADE PART OF SAID FORM AND WILL BE RELIED UPON BY THE CITY OF EATONTON/PUTNAM COUNTY. FOR AND IN CONSIDERATION OF THE CITY OF EATONTON/PUTNAM COUNTY ACCEPTING THIS LETTER OF AGENCY, WE HEREBY INDEMNIFY AND HOLD HARMLESS THE CITY OF EATONTON/PUTNAM COUNTY AND ITS AGENTS AND/OR EMPLOYEES IN THE EVENT THAT THE ABOVE-NAMED AGENT SHOULD MISUSE THIS LETTER OF AGENCY AND WE SUFFER DAMAGES AS A RESULT.

THIS 30th DAY OF September, 2021

PROPERTY OWNER(S): Jacqueline Trinkle

Jacqueline Trinkle NAME (Neatly PRINTED)

ADDRESS: 0139 Ferriss Lane Eatonton GA 31024 PHONE: [REDACTED] SIGNATURE

ALL SIGNATURES WERE HEREBY SWORN TO AND SUBSCRIBED BEFORE ME THIS 30th DAY OF September, 2021

NOTARY Joanne Marie Wiggin  
MY COMMISSION EXPIRES: Feb 25th 2022



RECEIVED SEP 30 2021  
*[Signature]*



**LETTER OF INTENT – HARMONY 40, LLC**  
**C2 ZONING REQUEST**

The site is located along 870+/- LF frontage of Harmony Road with an area of approximately 40 acres. Surrounding land uses include Undeveloped AG, RIR Single Family Lots and C1 / C2 Commercial Use.

The intended land use for this property is mini warehouse / outdoor parking storage and general commercial parcels. Attached conceptual plan illustrates the proposed amount of each use including conceptual layout of interior roads including leaving a 5-acre parcel with AG zoning for buffer between proposed site and existing RIR Single Family Lots.

We appreciate the consideration to promote quality development within Putnam County.

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004014

647

PUTNAM COUNTY, GEORGIA  
 CLERK OF SUPERIOR COURT  
 FILED 7-2-2002  
 TIME 9:15AM  
 BOOK 376 PAGE 647-648  
 RECORDED 7-2-2002  
*James A. Young*  
 CLERK/DEPUTY CLERK

Putnam County, Georgia  
 Real Estate Transfer Tax  
 Paid \$ 750.00  
 Date 7-2-2002  
*James A. Young*  
 (Deputy) Clerk of Superior

Return Recorded Document to:  
 Mission & Mastry, LLC  
 1122 Lakeside Corporate Parkway, Suite 112  
 Roswell, Georgia 31024

**WARRANTY DEED**  
 JOINT TENANCY WITH SURVIVORSHIP

STATE OF GEORGIA  
 COUNTY OF PUTNAM

THIS INDENTURE made this 28th day of June, in the year Two Thousand Two, between Billy J. Sharp, of the County of Putnam, State of Georgia, as party or parties of the first part, hereinafter called "Grantor" and Richard O. Trinkle and Jacqueline B. Trinkle, as joint tenants with right of survivorship and not as tenants in common, as parties of the second part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors, and assigns, where the contract requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN and 00/100's (\$10.00) Dollars and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that tract or parcel of land, with all improvement located thereon, lying and being in Land Lot 351 of the 3<sup>rd</sup> Land District of Putnam County, Georgia, containing 41.46 acres, more or less, and having such shape, courses, metes and distances as will more fully appear on that survey prepared by "Billy J. Sharp" by Piedmont Surveying Company, certified by Sherald G. Sharp, RLS # 2044, dated March 15, 1999, filed and recorded April 9, 2002 at Plat Cabinet D, Plat Book 27, Slide 29, Page 175, in the Office of the Clerk of the Superior Court of Putnam County, Georgia, said plat and the record thereof are incorporated herein and made a part hereof by reference.

THIS CONVEYANCE is made subject the following:

- 1) All taxes for the year 2002 and all subsequent years, not yet due and payable.
- 2) All easements, right-of-ways, conditions, covenants and restrictions of record.
- 3) All matters disclosed on the aforementioned survey of record in Plat Book 27, Page 175, Plat Cabinet D, Slide 29, Putnam County, Georgia records.
- 4) Zoning Ordinances and other governmental regulations affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use,

: RECEIVED SEP 3 0 2021

benefit and behoof of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-19, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

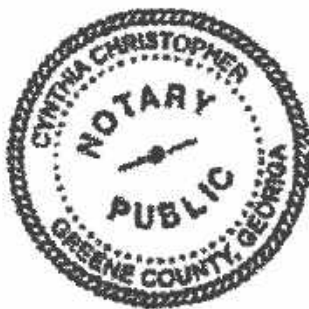
IN WITNESS WHEREOF, the Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

Billy J. Sharp [SEAL]  
Billy J. Sharp

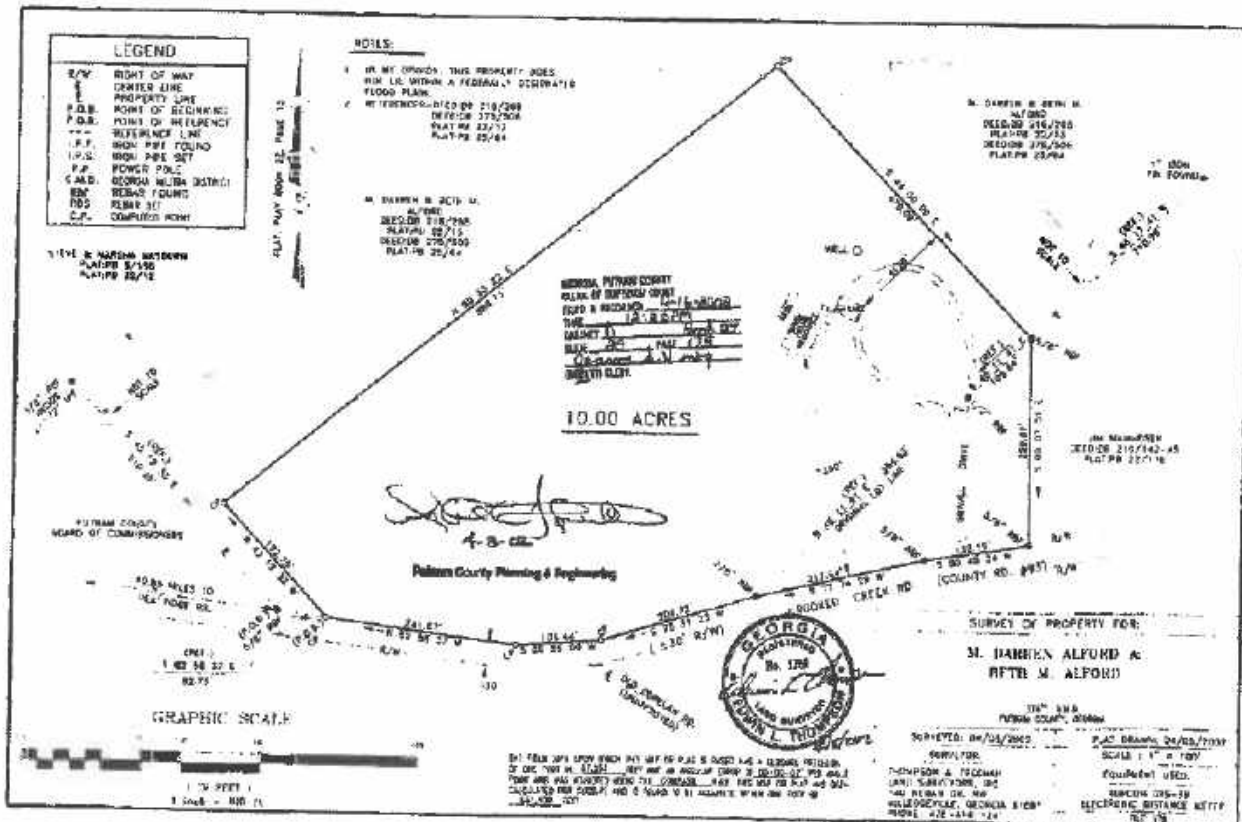
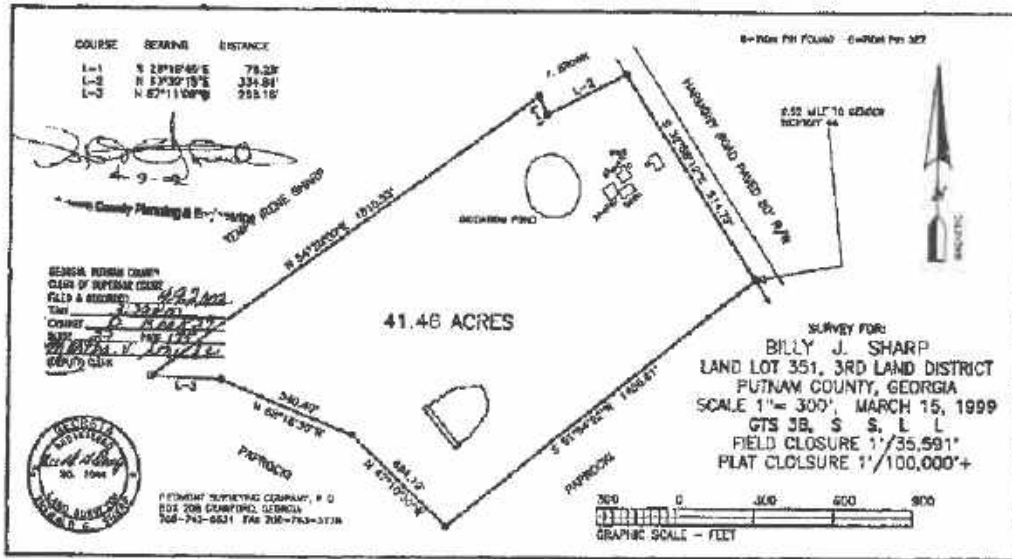
Cynthia Christopher  
Notary Public  
9/13/05



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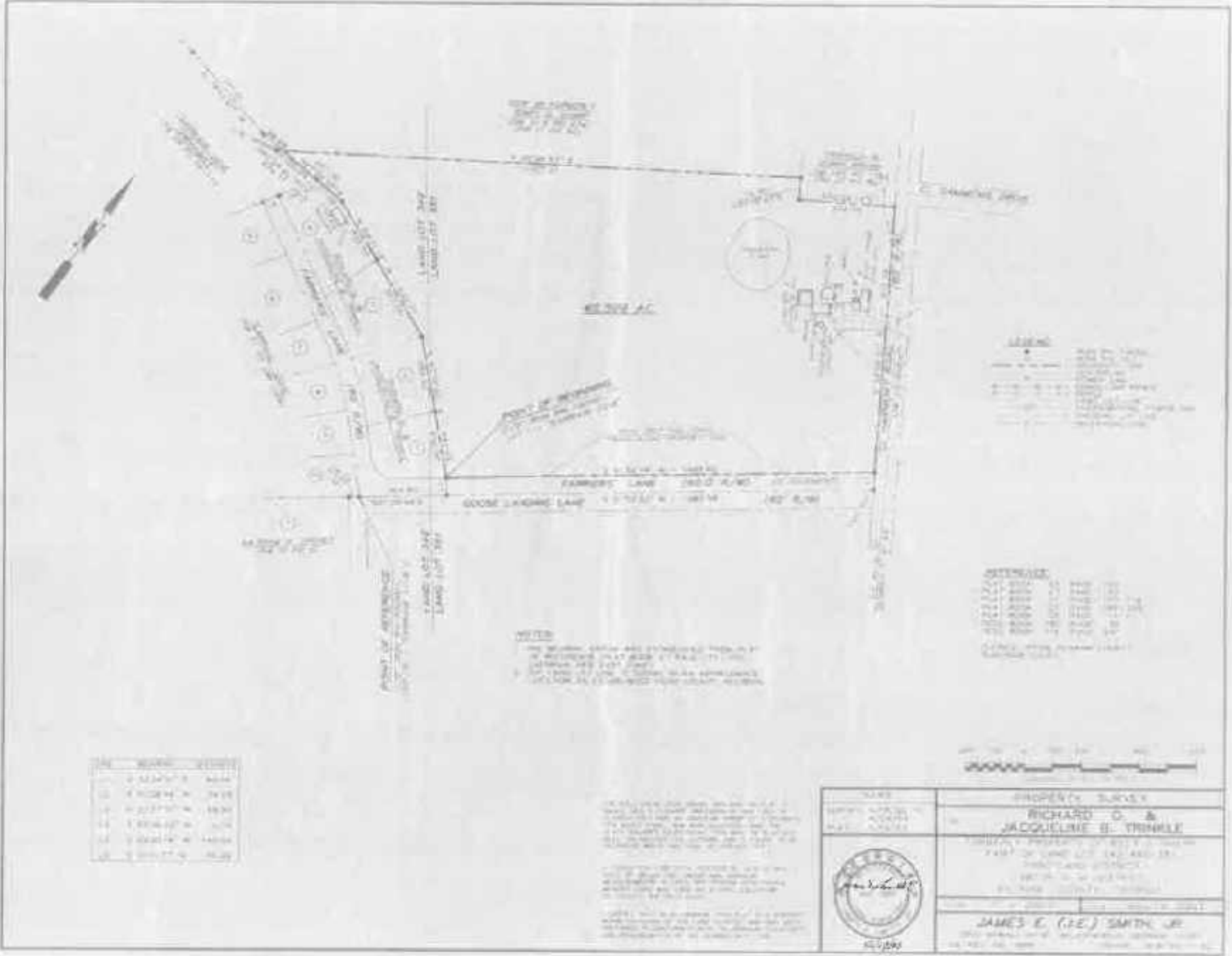
[Signature]





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*[Handwritten signature]*



LINE	BEARING	DISTANCE
1	S 82° 25' 00" E	62.42
2	S 83° 08' 00" W	74.98
3	S 77° 57' 00" W	16.90
4	S 89° 06' 00" W	11.70
5	S 88° 01' 00" W	14.04
6	S 89° 07' 00" W	16.29

**NOTES**

1. This survey was made by the method of double meridian angles.
2. The bearings and distances were measured by the method of double meridian angles.
3. The bearings were measured by the method of double meridian angles.
4. The distances were measured by the method of double meridian angles.
5. The bearings and distances were measured by the method of double meridian angles.

**ADJUSTED**

LINE	BEARING	DISTANCE
1	S 82° 25' 00" E	62.42
2	S 83° 08' 00" W	74.98
3	S 77° 57' 00" W	16.90
4	S 89° 06' 00" W	11.70
5	S 88° 01' 00" W	14.04
6	S 89° 07' 00" W	16.29

**UNADJUSTED**

LINE	BEARING	DISTANCE
1	S 82° 25' 00" E	62.42
2	S 83° 08' 00" W	74.98
3	S 77° 57' 00" W	16.90
4	S 89° 06' 00" W	11.70
5	S 88° 01' 00" W	14.04
6	S 89° 07' 00" W	16.29

	<b>PROPERTY SURVEY</b> RICHARD O. & JACQUELINE B. TRINKLE PART OF LAND LIT. 142, 482, 587, TRACTS AND DISTRICT 1, 1877, T. 24 N., R. 12 E., S.W. 1/4, 20th Twp., 20th Range, 20th Meridian, Missouri.
	JAMES E. (JR.) SMITH, JR. SURVEYOR 1420 S. 10th St., St. Louis, Mo. 63104

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Tel: 706-485-2776 ◊ 706-485-0552 fax ◊ www.putnamcountyga.us

## DISCLOSURE OF APPLICANT'S CAMPAIGN CONTRIBUTION

The *Putnam County Code of Ordinances*, Section 66-167(c) states as follows:

“When any applicant or his attorney for a rezoning action has made, within two years immediately preceding the filing of that applicant’s application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:


a. The name and official position of the local government official to whom the campaign contribution was made; and


b. The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution. The disclosures required by this section shall be filed within ten days after an application for the rezoning action is first filed.”

1. Name: Rick McAllister

2. Address: 1341 Beverly Drive Athens GA 30606

3. Have you given contributions that aggregated \$250.00 or more within two years immediately preceding the filing of the attached application to a candidate that will hear the proposed application?        Yes         No        If yes, who did you make the contributions to?:       

Signature of Applicant:   
Date: 9 / 20 / 2021

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2020 023850  
TRINKLE JACQUELINE B AS

INTERNET TAX RECEIPT  
10MI HARMONY RD  
097 060

DESCRIPTION	TAX AMOUNT	EXEMPTION	MILLAGE
FAIR MARKET VALUE	\$301,141		
COUNTY	\$973.04	\$0.00	8.078
SCHOOL	\$1,899.63	\$0.00	15.772
SPEC SERV	\$45.53	\$0.00	0.378

ORIGINAL TAX DUE	\$2,918.40
INTEREST	
COLLECTION COST	
FIFA CHARGE	
PENALTY	
TOTAL PAID	\$2,918.40
TOTAL DUE	\$0.00

Date Paid: 11/9/2020

TO TRINKLE JACQUELINE B AS  
OF THE CREDIT SHELTER TRUST  
139 FARRIERS LANE  
EATONTON, GA 31024

FROM Putnam County Tax Commissioner  
100 South Jefferson Ave Suite 207  
Eatonton, GA 31024-1061  
(706) 485-5441



Scan this code  
with your mobile  
phone to view this  
bill

INTERNET TAX RECEIPT

RECEIVED SEP 30 2021

**IMPACT ANALYSIS  
PARCEL 097-060  
842 HARMONY ROAD  
PROPOSED C-2 DEVELOPMENT  
REZONING REQUEST .**



**MCALLISTER SITE CONSULTING, LLC  
RICK MCALLISTER  
1341 BEVERLY DRIVE  
ATHENS, GEORGIA 30606  
706-206-5030**



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Traffic Study ..... Attachment

Plat of Property ..... Attachment

Existing Conditions ..... Attachment

Existing Zoning .....See Conceptual Site Plan

Conceptual Site Plan ..... Attachment

**LETTER OF INTENT – HARMONY 40, LLC**  
**C2 ZONING REQUEST**

The site is located along 870+/- LF frontage of Harmony Road with an area of approximately 40 acres. Surrounding land uses include Undeveloped AG, R1R Single Family Lots and C1 / C2 Commercial Use.

The intended land use for this property is mini warehouse / outdoor parking storage and general commercial parcels. Attached conceptual plan illustrates the proposed amount of each use including conceptual layout of interior roads including leaving a 5-acre parcel with AG zoning for buffer between proposed site and existing R1R Single Family Lots.

We appreciate the consideration to promote quality development within Putnam County.

**IMPACT ANALYSIS INFORMATION**

**ITEM #1**

***Is the proposed use consistent with the stated purpose of the zoning district that is being requested?***

The proposed land use of site is consistent and allowed within C2 Zoning.

***Is the proposed use suitable in view of the zoning and development of adjacent or nearby property?***

Per the Future Land Use Plan and existing development activity along the Harmony Road Corridor, the proposed use is following the development trend and Future Land Use of the area.

***Will the proposed use adversely affect the existing use, value or usability of adjacent or nearby property?***

The proposed use will access Harmony Road and include interior roads to access interior parcels except for an additional shared drive on Harmony Road. All buffer and setbacks will adhere to county standards with an additional 5 acres remaining AG to buffer adjacent R1R land use.

***Is the proposed use compatible with the proposed intent of the Comprehensive Plan?***

The Putnam County / City of Eatonton 2007-2030 Comprehensive plan prepared by Middle Georgia RDC indicates the future land use as Commercial Use. The proposed development meets the intended land use of Commercial Use.

***Are there substantial reasons why the property cannot or should not be used as currently zoned?***

The property is currently zoned AG and proposed use is not allowed in AG. Rezone request to C2 is consistent with Future Land Use Plan.

***Will the proposed use cause an excessive or burdensome use of public facilities or services or exceed the present or funded capabilities, including but not limited to streets, water or sewer utilities and police or fire protection?***

The proposed development will incur the cost of constructing streets interior to the project. Given the proposed use, the demand for water and septic are low for this type of project. Final plans will meet emergency vehicle equipment circulation requirements.

*Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property or surrounding properties?*

The proposed use is supported by the Comprehensive Plan and the anticipated existing and future use of commercial.

*Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, and reasonable private use of the subject property?*

The proposed use responds to a need of interior storage for the lake area. By providing interior storage for lake and recreation related vehicles, this will minimize outdoor storage lots seen along the Harmony Road corridor. The proposed use is compatible with other existing development of similar use along Harmony Road therefore reasonable for private use.

**ITEM #2 TRAFFIC ANALYSIS – (SEE ATTACHMENT)**

**ITEM# 3**

**The conceptual plan is based upon development standards for C-2 Zoning are as follows:**

The conceptual plan illustrates commercial use with C2 development Standards (see attached conceptual Plan)

**ITEM #4**

**Effect on environment surrounding the area:**

Natural:

Property is currently mixed open pasture and partially wooded with topography sloped into 1 drainage corridor. The entire parcel comprises of own watershed directed to existing drainage corridors which eventually flow into Lake Oconee. A 25' State Waters buffer will be placed on all qualified pond or stream components. Some wetland areas may exist on site and will be delineated by an Environmental Consultant. Wetlands will be mapped, surveyed and protected per environmental guidelines upon development of project areas(s). Source: Putnam County / City of Eatonton 2007-2030 Comprehensive Plan – Wetlands Map 6 Prepared by Middle Georgia RDC

Erosion:

The property is currently in open pasture and partially wooded state. Development plans will adhere to State and Local Regulations of Erosion Control and Storm water standards. Source: On site Observation

Historic:

The proposed site has no known or listed Cultural or Historical Resources located on site. Source: Putnam County / City of Eatonton 2007-2030 Comprehensive Plan Cultural and Historical Resources Map 13 prepared by Middle Georgia RDC

**ITEM #5**

**Impact on fire protection**

Proposed interior roads will allow emergency vehicle access to all property. Fire protection will be provided as Private Utility water main connections allow.

**ITEM #6 – PHYSICAL CHARACTERISTICS OF SITE (SEE ATTACHMENT)**

**ITEM #7 – ADJACENT AND NEARBY ZONING**



Harmony 40, LLC  
Traffic Impact Analysis  
September 30, 2021

Harmony 40, LLC Development is a planned Commercial Development with a heavy focus on mini-warehouse and storage. All traffic for this development will be off site with a very small passer-by traffic consideration. The project is located on Harmony Road approximately one mile west of its intersection with Hwy 44. This report will utilize the traffic counts supplied by Putnam County taken in 2019, and the proposed development to predict future average daily traffic for Harmony Road. Trip Generation Software by Microtrans will be used to generate average daily traffic for existing as well as future conditions. All average daily traffic included in the report is two-way traffic and have not been adjusted.

The roadway is currently two lanes with multiple driveways along the route between the project and Hwy 44. The supplied two way traffic counts east of the site near the Hwy 44 intersection is 3,278 average daily traffic (ADT). Based on this information Harmony Road with its multiple access points may currently be operating near its capacity at peak hour. The total projected traffic for the Harmony 40, LLC development is 1,319 average trips per day with the following peaks.

AM Peak Hour		PM Peak Hour	
Enter	Exit	Enter	Exit
33	24	47	45

It would generally be considered for this development that most of the left turn traffic into the development would be from west bound traffic, which would be left turns off of Harmony Road. Adding 47 left turns during peak hour without a left turn lane would significantly impact the traffic on Harmony Road.

Passer by traffic which is generally defined as traffic that is already on the road and contained in existing counts, but is also included in traffic projections for the proposed development. The percentage of passer-by traffic varies with the type of development would be very low. In the case of Harmony 40, LLC, the project would be considered primarily as a destination use and likely will have no passer by consideration, however the commercial tracts on the front would not be a primary destinations and would have a higher percentage of passer by traffic utilization. For this development we have estimated the passer by traffic to be 5% so the total traffic impact on the outside roadway. Total two-way traffic impact of the development on adjacent roadways is 1,254 trips per day

When considering the capacity of the roadway the ADT is well within the normal capacity for a typical two-lane roadway. The limiting factor on the capacity of Harmony Road is the turning movements that block through traffic. The impact of the development is minimal to the operation of Harmony Road if the development incorporates deceleration lane and left turn lanes into the development at all entrances. This will remove the turn movements from the through lanes and make the traffic impact of the project to the existing roadway minimal.



2021-130 Harmony Road Mini-Warehouse Site  
 Summary of Multi-Use Trip Generation  
 Average Weekday Driveway Volumes  
 September 30, 2021

Land Use	Size	24 Hour Two-Way Volume	AM Pk Hour Enter	Exit	PM Pk Hour Enter	Exit
Mini-Warehouse	10.35 Acres	402	17	12	21	19
Mini-Warehouse	9.32 Acres	362	15	11	19	17
Specialty Retail Center	4 T.G.L.A.	177	0	0	5	6
Furniture Store	11.3 Th.Gr.Sq.Ft.	57	1	1	2	3
Nursery (Garden Center)	3.34 Acres	321	0	0	0	0
<b>Total</b>		<b>1319</b>	<b>33</b>	<b>24</b>	<b>47</b>	<b>45</b>

Note: A zero indicates no data available.

TRIP GENERATION BY MICROTRANS

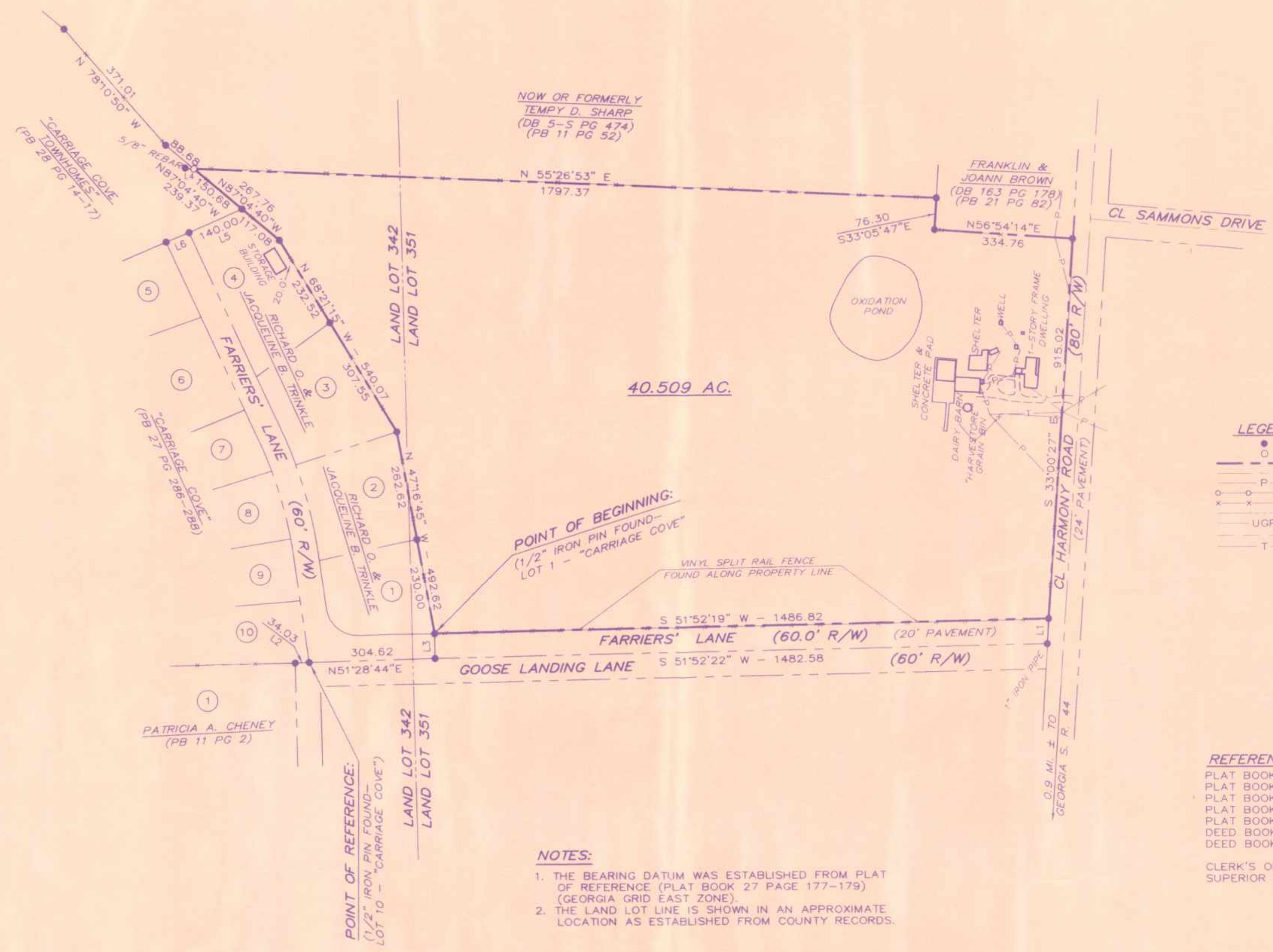


2021-130 Harmony Road Mini-Warehouse Site  
 Summary of Multi-Use Trip Generation  
 Saturday and Sunday Driveway Volumes  
 September 30, 2021

Land Use	Size	Saturday			Sunday		
		24 Hr	Peak Hour	24 Hr	Peak Hour	24 Hr	Peak Hour
		2-Way Vol.	Enter	Exit	2-Way Vol.	Enter	Exit
Mini-Warehouse	10.35 Acres	359	0	0	269	0	0
Mini-Warehouse	9.32 Acres	324	0	0	243	0	0
Specialty Retail Center	4 T.G.L.A.	168	0	0	82	0	0
Furniture Store	11.3 Th.Gr.Sq.Ft.	56	5	4	52	0	0
Nursery (Garden Center)	3.34 Acres	481	0	0	387	0	0
<b>Total</b>		<b>1388</b>	<b>5</b>	<b>4</b>	<b>1033</b>	<b>0</b>	<b>0</b>

Note: A zero indicates no data available.

TRIP GENERATION BY MICROTRANS



40.509 AC.

- LEGEND:**
- - IRON PIN FOUND
  - - IRON PIN SET
  - - PROPERTY LINE
  - - CENTERLINE
  - P - POWER LINE
  - - CHAIN LINK FENCE
  - - FENCE
  - - LAND LOT LINE
  - - UNDERGROUND POWER LINE
  - - ORIGINAL LOT LINE
  - T - TELEPHONE LINE

- REFERENCE:**
- PLAT BOOK 23 PAGE 103
  - PLAT BOOK 27 PAGE 175
  - PLAT BOOK 27 PAGE 177-179
  - PLAT BOOK 27 PAGE 286-288
  - PLAT BOOK 28 PAGE 14-17
  - DEED BOOK 350 PAGE 30
  - DEED BOOK 376 PAGE 647

CLERK'S OFFICE PUTNAM COUNTY SUPERIOR COURT.

- NOTES:**
1. THE BEARING DATUM WAS ESTABLISHED FROM PLAT OF REFERENCE (PLAT BOOK 27 PAGE 177-179) (GEORGIA GRID EAST ZONE).
  2. THE LAND LOT LINE IS SHOWN IN AN APPROXIMATE LOCATION AS ESTABLISHED FROM COUNTY RECORDS.

LINE	BEARING	DISTANCE
L1	S 33°34'51" E	60.14
L2	S 51°28'44" W	34.03
L3	N 37°37'31" W	59.93
L4	S 55°26'53" W	0.79
L5	S 29°30'14" W	140.00
L6	S 31°11'21" W	60.09



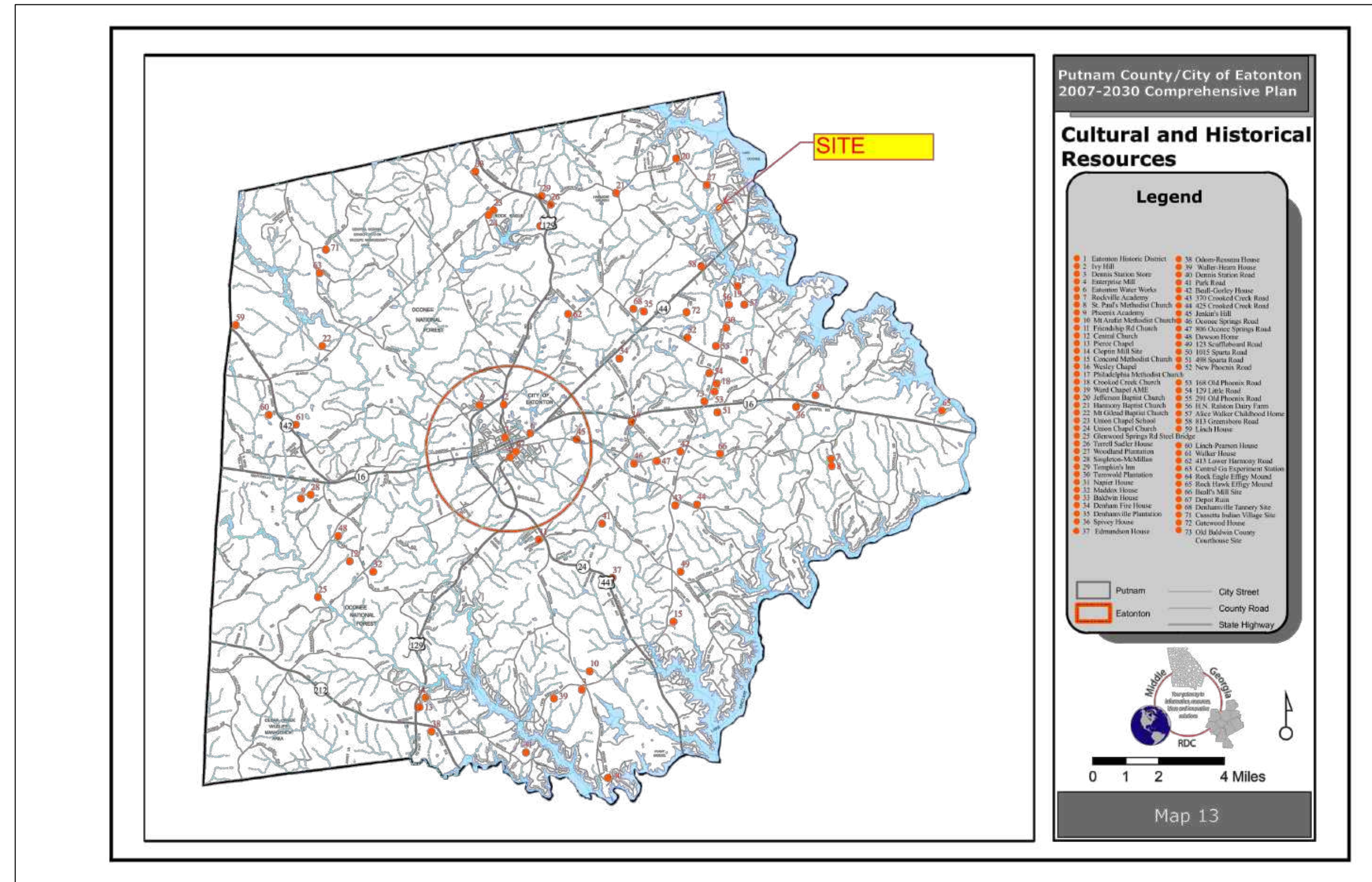
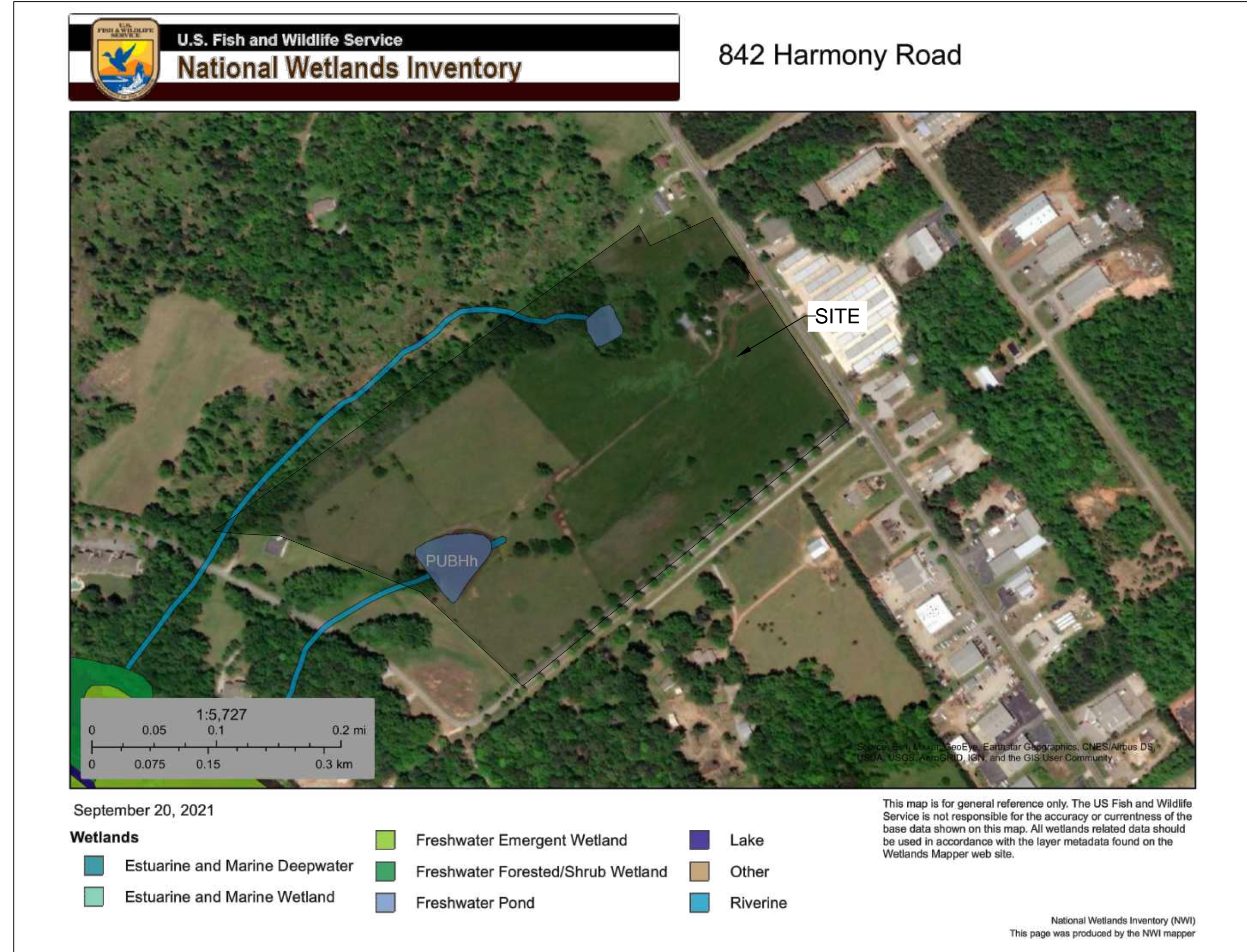
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000+ FEET AND AN ANGULAR ERROR OF 3 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES ADJUSTMENT. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 478,434 FEET.

A "LEICA TCA 1100 TOTAL STATION SN. 418328 WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS. A LEICA TPS-SYSTEM 1000 PCMCIA MEMORY CARD WAS USED AS A DATA COLLECTOR TO COLLECT THE FIELD DATA.

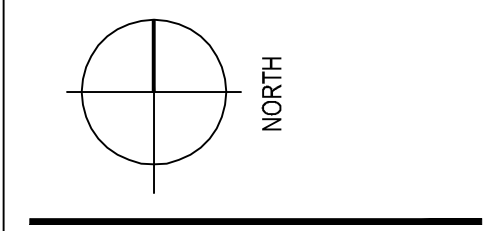
I CERTIFY THAT IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE GEORGIA PLAT LAW.

<p>REGISTERED LAND SURVEYOR                  NO. 1895                  JAMES E. SMITH, JR.                  5/19/03</p>		<p><b>PROPERTY SURVEY</b></p> <p>FOR: <b>RICHARD O. &amp; JACQUELINE B. TRINKLE</b></p> <p>FORMERLY PROPERTY OF BILLY J. SHARP                  PART OF LAND LOT 342 AND 351                  THIRD LAND DISTRICT                  389TH. G. M. DISTRICT                  PUTNAM COUNTY, GEORGIA</p> <p>Scale: 1" = 200.0'      Date: May 19, 2003</p> <p><b>JAMES E. (J.E.) SMITH, JR.</b>                  3015 NEWALL DRIVE MILLEDGEVILLE, GEORGIA 31061                  GA. REG. NO. 1895      PHONE: 478-452-1182</p>
<p>DATES:</p> <p>SURVEY: 4/18/03 TO 4/24/03</p> <p>PLAT: 5/19/03</p>		





CULTURAL RESOURCES MAP  
Scale as noted



EXISTING CONDITIONS MAP  
**HARMONY 40, LLC**  
PUTMAN COUNTY - EATONTON, GA 31024










Overview



Legend

-  City Limit
-  Parcels
-  Parcel Numbers
- Zoning**
-  A-1 CITY
-  A-1 and AG-1
-  AG-1
-  AG-2
-  C-1
-  C-1 CITY
-  C-2
-  C-2 CITY
-  C-2 PUD
-  I-1 CITY
-  I-2 CITY
-  I-M
-  MHP
-  PUBLIC
-  PUBLIC CITY
-  R - 1 CITY
-  R - 2 CITY
-  R - 3 CITY
-  R - 4 CITY
-  R-1
-  R-1R
-  R-2
-  RM-1
-  RM-2
-  RM-3
-  VILLAGE
-  Roads

Parcel ID 097 060  
 Real Key / Acct 1116  
 Class Code Agricultural  
 Taxing District PUTNAM  
 Acres 41.46

Owner TRINKLE JACQUELINE B AS TRUSTEE  
 OF THE CREDIT SHELTER TRUST  
 139 FARRIERS LANE  
 EATONTON, GA 31024  
 Physical Address 842 HARMONY RD  
 Land Value \$173297

Last 2 Sales			
Date	Price	Reason	Qual
6/29/2011	0	DA	U
7/2/2002	\$750000	FM	Q





AG ZONING BUFFER LOT 5 ACRES

PHASE 4 C2 COMMERCIAL 4.42 ACRES COMMERCIAL LOT 11,300 SF BUILDING

EXISTING POND STORM WATER MANAGEMENT AREA 1.07 ACRES

PHASE 5 C2 COMMERCIAL 3.34 ACRES COMMERCIAL LOT 11,300 SF BUILDING

PHASE 4 55,650 SF

10.35 ACRES 126,270 SF OF MINI STORAGE

PHASE 3 (103) 12' x 30' SPACES (49) 12' x 40' SPACES

PHASE 1 (156) 12' x 30' SPACES (49) 12' x 40' SPACES

9.32 ACRES - BOAT/RV STORAGE (259) 12' x 30' SPACES (98) 12' x 40' SPACES

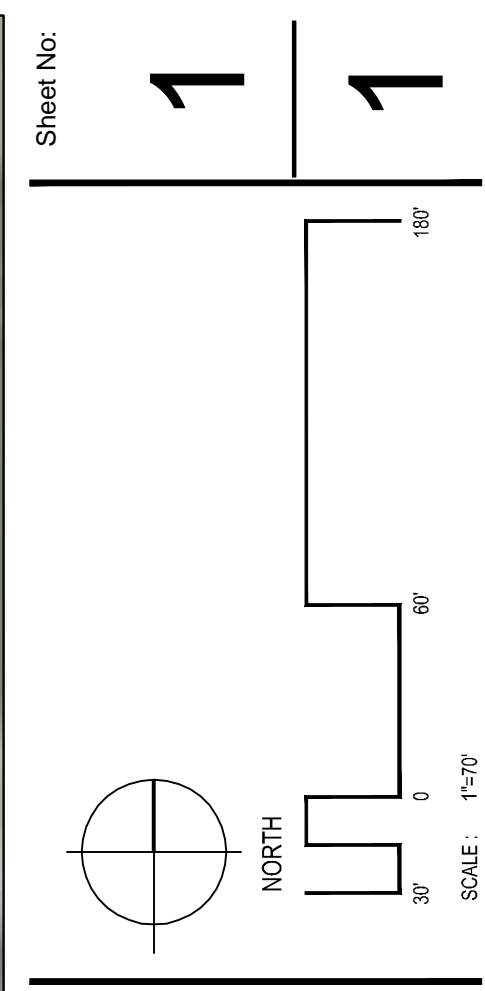
PHASE 2 70,620 SF

(3) 1 ACRE LOTS C2 COMMERCIAL AVG BUILDING SF: 5,000 SF EACH LOT

(2) 1+ ACRE LOTS C2 COMMERCIAL AVG BUILDING SF: 5,000 SF EACH LOT

25' X 40' BUILDING 1,000 SF

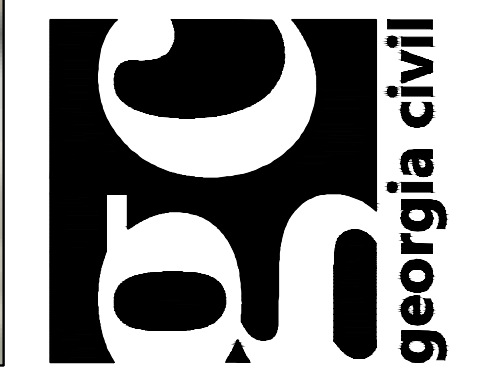
TOTAL SITE ACERAGE: 41 AC +/- PROPOSED BUILDING SF: 174,870 SF



CONCEPTUAL SITE PLAN - PROPOSED REZONING TO C-2  
**HARMONY 40, LLC**  
 PUTMAN COUNTY - EATONTON, GA 31024

**APPLICANT**  
 COMPANY: MCALLISTER SITE CONSULTING, LLC  
 CONTACT: RICK MCALLISTER  
 PHONE: 706-295-9330  
 EMAIL: RMCALLISTER.MSC@GMAIL.COM

**SITE DESIGNER**  
 COMPANY: GEORGIA CIVIL, INC.  
 ADDRESS: P.O. BOX 896  
 MADISON, GA 30650  
 PHONE: 706.342.1104











**File Attachments for Item:**

7. Request by Rick McAllister, agent for BTC Commercial, LLC, to rezone 9.32 acres on Scott Road from C-PUD to C-2 [Map 102, Part of Parcel 002001, District 3] (staff-P&D)





# PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ [www.putnamcountyga.us](http://www.putnamcountyga.us)

## Staff Recommendations

Thursday, November 04, 2021, ♦ 6:30 PM

Putnam County Administration Building – Room 203

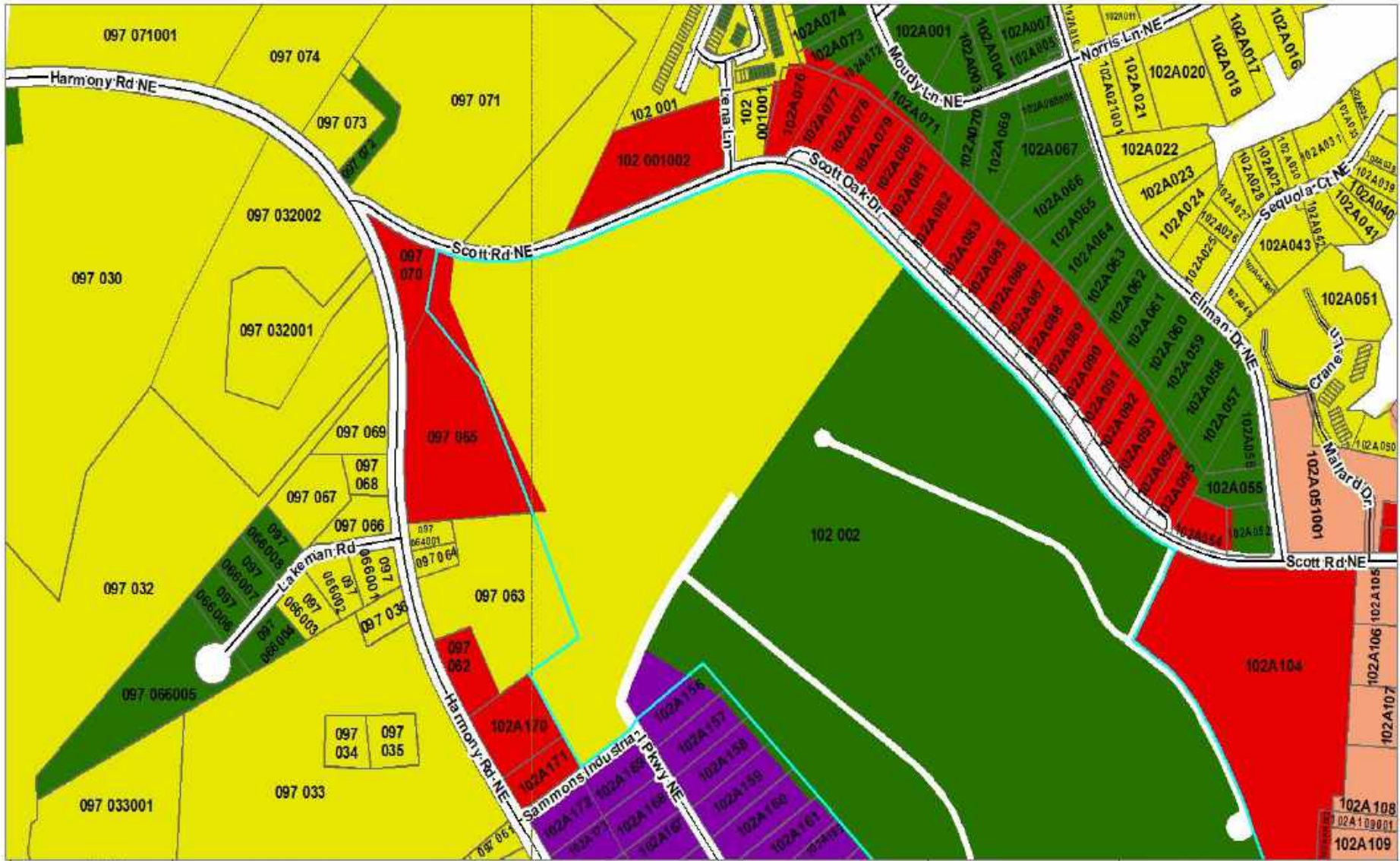
TO: Board of Commissioners

FROM: Lisa Jackson

RE: Staff Recommendation for Public Hearing Agenda on 11/4/2021

### Requests

7. Request by **Rick McAllister, agent for BTC Commercial, LLC** to rezone 9.32 acres on Scott Road from C-PUD to C-2. [**Map 102, Part of Parcel 002001, District 3**]. \*The applicant is requesting to rezone 9.32 acres of their 9.91-acre lot from C-PUD to C-2 to combine it with the adjacent C-2 property, identified as Map 097 Parcel 065. To join the parcels, both tracts must have the same zoning status. The remaining 0.59 acres of Map 102, Parcel 002-001, will remain in the C-PUD district. This rezoning to C-2 will not adversely impact the use of public facilities or services. The Future Land Use Concept Plan shows this property as industrial use. Additionally, the proposed use is consistent with the stated purpose of the C-2 zoning district and will not adversely affect the existing use value or usability of adjacent or nearby properties



**GEOGRAPHIC FEATURE LEGEND**

Estabton Limits	Agriculture/Forestry	Mixed Use	Residential
County Boundary	Commercial	Park/Recreation/Conservation	Transportation/Communication/Utilities
Road	Industrial	Public/Institutional	Undeveloped/Vacant
Parcel			
Parcel Hooks			

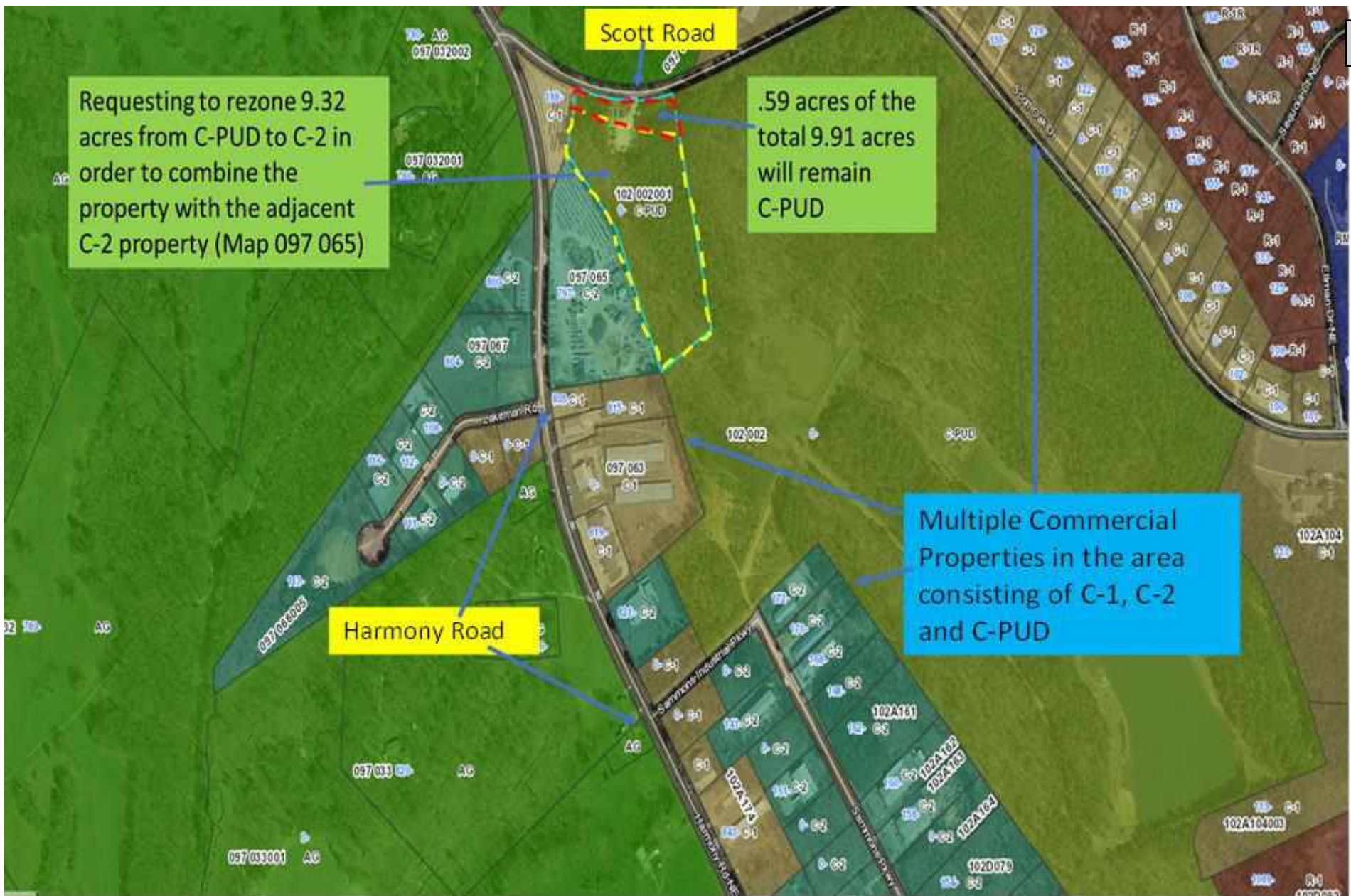
**MGRC**  
Middle Georgia Regional Commission  
175 S. Brainerd Hwy  
Suite C  
Macon, Georgia 31217  
(478) 751-6150  
Web:  
[www.middlegeorgia.org](http://www.middlegeorgia.org)

PUTNAM COUNTY, GEORGIA  
FUTURE LAND USE MAPS

MAP 102

MAP SCALE: 1" = 400'    SCALE RATIO: 1:1600    DATE: OCT 08/2007





Staff recommendations is for approval to rezone 9.32 acres on Scott Road from C-PUD to C-2 [Map 102, Part of Parcel 002001, District 3] with the following conditions:

- 1) The parcel must be combined with the adjacent C-2 property identified as Map 1020 Parcel 065.
- 2) There shall be a 20-foot buffer or berm along the C-PUD property line.

**3) This rezoning approval shall be conditioned upon the resurveying and recordation in the Superior Court of Putnam County of an accurate plat within 60 days of approval by the board of commissioners. A copy of the recorded plat shall be filed with the planning and development department director. Failure to file a plat pursuant to this subsection shall have the effect of invalidating the rezoning action as stated in Section 66-165(e)(3) of the Putnam County Code of Ordinances.**



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Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ www.putnamcountyga.us

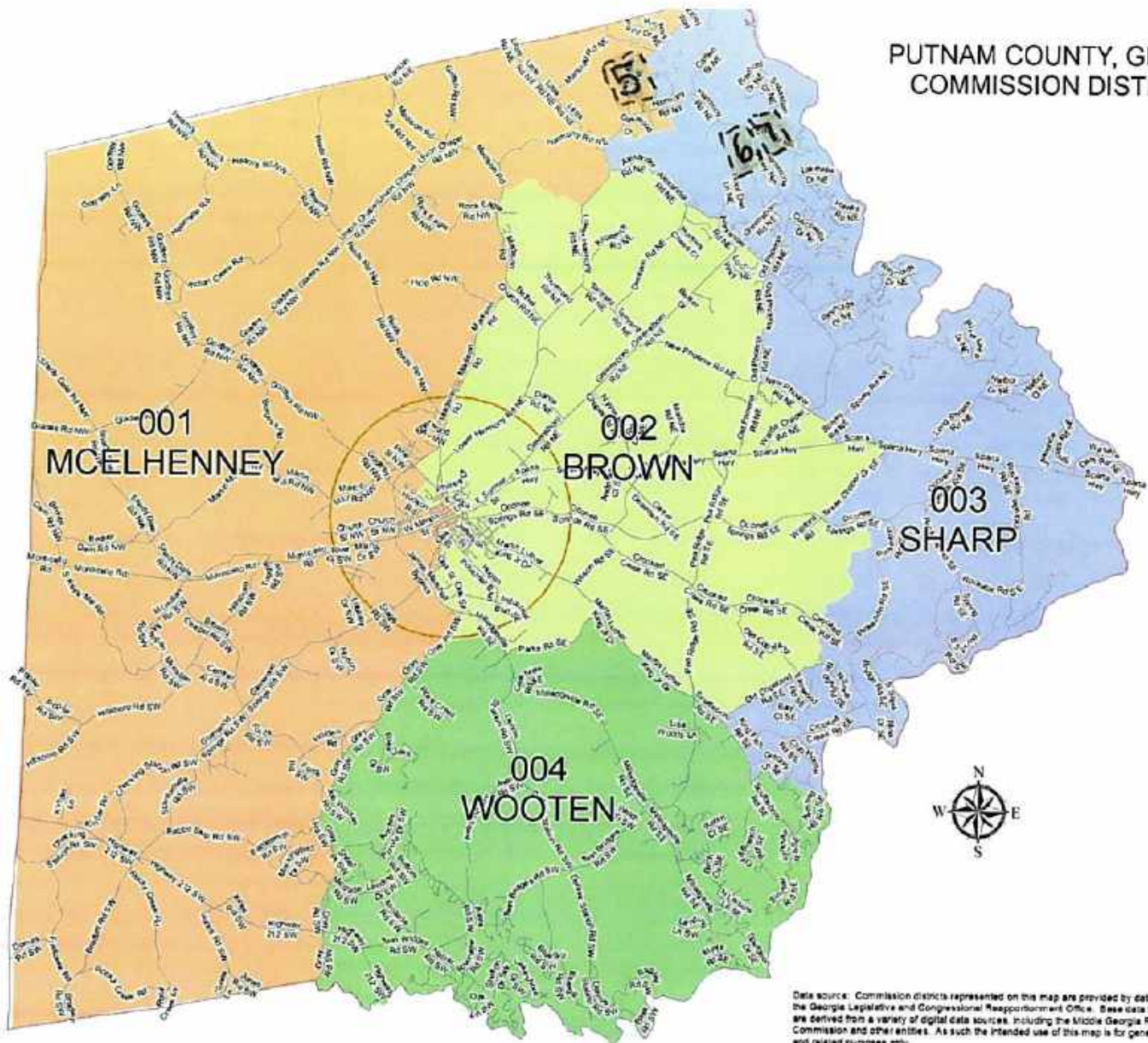
*Board of Commissioners Notice  
November 4, 2021 Planning & Zoning Commission Meeting*

7. Request by **Rick McAllister, agent for BTC Commercial, LLC** to rezone 9.32 acres on Scott Road from C-PUD to C-2 [Map 102, Part of Parcel 002001, District 3]. \*

***The Planning & Zoning Commission's recommendation is for approval to rezone 9.32 acres on Scott Road from C-PUD to C-2 on Scott Road [Map 102, Part of Parcel 002001, District 3] with the following conditions:***

- 1. The parcel must be combined with the adjacent C-2 property identified as Map 1020 Parcel 065.**
- 2. There shall be a 20-foot buffer or berm along the C-PUD property line.**
- 3. This rezoning approval shall be conditioned upon the resurveying and recordation in the Superior Court of Putnam County of an accurate plat within 120 days of approval by the board of commissioners. A copy of the recorded plat shall be filed with the planning and development department director. Failure to file a plat pursuant to this subsection shall have the effect of invalidating the rezoning action as stated in Section 66-165(e)(3) of the Putnam County Code of Ordinances.**





5. Request by **Kent Campbell** for a rear yard setback variance at 287 Parks Mill Road. Presently zoned C-1 [Map 070A, Parcel 065, District 1].
6. Request by **Rick McAllister**, agent for **Jacqueline Trinkle** to rezone 33.31 acres at 842 Harmony Road from AG to C-2. [Map 097, Part of Parcel 060, District 3].\*
7. Request by **Rick McAllister**, agent for **BTC Commercial, LLC** to rezone 9.32 acres on Scott Road from C-PUD to C-2. [Map 102, Part of Parcel 002001, District 3]. \*



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## APPLICATION FOR REZONING

REZONING

PERMIT# PLAN 2021-02105

APPLICATION NO. \_\_\_\_\_ DATE: 9-30-21

MAP 102 PARCEL 002-001 ZONING DISTRICT CPUD

1. Owner Name: BTC COMMERCIAL, LLC

2. Applicant Name (If different from above): Rick McAllister

3. Mailing Address: 1341 Beverly Drive Athens GA 30606

4. Email Address: [REDACTED]

5. Phone: (home) \_\_\_\_\_ (office) \_\_\_\_\_ (cell) [REDACTED]

6. The location of the subject property, including street number, if any: Scott Road

7. The area of land proposed to be rezoned (stated in square feet if less than one acre):  
9.32 acres

8. The proposed zoning district desired: C-2

9. The purpose of this rezoning is (Attach Letter of Intent)  
See attached letter of Intent

10. Present use of property: CPUD- Undeveloped *sk* Desired use of property: C-2 Expansion of current business

11. Existing zoning district classification of the property and adjacent properties:  
Existing: CPUD  
North: C-1 South: C-1 East: CPUD West: C-2

12. Copy of warranty deed for proof of ownership and if not owned by applicant, please attach a signed and notarized letter of agency from each property owner for all property sought to be rezoned.

13. Legal description and recorded plat of the property to be rezoned.

14. The Comprehensive Plan Future Land Use Map category in which the property is located. (If more than one category applies, the areas in each category are to be illustrated on the concept plan. See concept plan insert.): See attached concept plan

15. A detailed description of existing land uses: CPUD- Undeveloped

16. Source of domestic water supply: well \_\_\_\_\_, community water \_\_\_\_\_, or private provider \_\_\_\_\_.  
If source is not an existing system, please provide a letter from provider. See Scott Road Application





# PUTNAM COUNTY PLANNING & DEVELOPMENT

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Tei: 706-485-2776 ◊ 706-485-0552 fax ◊ www.putnamcountyga.us

- 17. Provision for sanitary sewage disposal: septic system \_\_\_\_\_, or sewer \_\_\_\_\_. If sewer, please provide name of company providing same, or, if new development, provide a letter from sewer provider.
- 18. Complete attachment of Disclosure of Campaign Contributions Form by the applicant and/or the applicant's attorney as required by the Georgia Conflict of Interest in Zoning Act (O.C.G.A. 36-67A).
- 19. The application designation, date of application and action taken on all prior applications filed for rezoning for all or part of the subject property. (Please attach on separate sheet.)
- 20. Proof that property taxes for the parcel(s) in question have been paid.
- 21. Concept plan.
  - If the application is for less than 25 single-family residential lots, a concept plan need not be submitted. (See attachment.)
  - A concept plan may be required for commercial development at director's discretion
- 22. Impact analysis.
  - If the application is for less than 25 single-family residential lots, an impact analysis need not be submitted. (See attachment.)
  - An Impact analysis (including a traffic study) is required when rezoning from residential zoned or used property to commercial or industrial districts.

THE ABOVE STATEMENTS AND ACCOMPANYING MATERIALS ARE COMPLETE AND ACCURATE. APPLICANT HEREBY GRANTS PERMISSION FOR PLANNING AND DEVELOPMENT PERSONNEL OR ANY LEGAL REPRESENTATIVE OF PUTNAM COUNTY TO ENTER UPON AND INSPECT THE PROPERTY FOR ALL PURPOSES ALLOWED AND REQUIRED BY THE PUTNAM COUNTY CODE OF ORDINANCES.

[Signature] 09/29/2021  
Signature (Property Owner) (Date)

[Signature] 9-30-21  
Signature (Applicant) (Date)

[Signature]  
Notary Public



\_\_\_\_\_  
Notary Public

Office Use		
Paid: \$ <u>275.00</u>	(cash) _____	(check) _____ (credit card) <input checked="" type="checkbox"/>
Receipt No. _____	Date Paid: _____	
Date Application Received: <u>9/30/21</u>		
Reviewed for completeness by: _____		
Date of BOC hearing: _____	Date submitted to newspaper: _____	
Date sign posted on property: _____	Picture attached: yes _____ no _____	

RECEIVED SEP 30 2021

[Signature]



**LETTER OF INTENT – BTC COMMERCIAL , LLC**  
**C2 ZONING REQUEST**

The site is located along Scott Road with an interior connection to existing C-2 Zoned Parcel with an area of approximately 9.911 acres. The site is currently zoned CPUD, and surrounding land uses include CPUD, C-2 and C-1.

The intended land use for this property is to expand existing outdoor material retail business. Proposed use of site will include showroom / office building and area for landscape material sales and storage.

The proposed re-zone area is approximately 9.32 acres with a portion of the site to remain CPUD. Proposed access to site will be limited to existing entrances along Harmony Road via proposed interior connection to adjacent parcel. Proposed use of re-zone parcel will be similar with existing adjacent C-2 Parcel use. Attached conceptual plan illustrates the proposed amount of each use including conceptual layout of interior roads.

We appreciate the consideration to promote quality development within Putnam County.

After recording return to:  
Blasingame, Burch, Garrard & Ashley, P.C.  
1021 Parkside Commons, Suite 104  
Greensboro, Georgia 30642  
CAM 25057-0002 rws

eFiled & eRecorded  
DATE: 4/2/2021  
TIME: 10:56 AM  
DEED BOOK: 01032  
PAGE: 00419 - 00451  
RECORDING FEES: \$25.00  
TRANSFER TAX: \$0.00  
PARTICIPANT ID: 1281406978  
CLERK: Trevor J. Addison  
Putnam County, GA  
PT61: 117-2021-000605

**Cross Reference:**  
Deed Book 1031, Pages 701-703  
Putnam County, Georgia

**CORRECTIVE  
LIMITED WARRANTY DEED**

**\*\*The purpose of this corrective deed is to reflect the correct square footage of the building area on the property.\*\***

**STATE OF GEORGIA  
GREENE COUNTY**

**THIS INDENTURE**, made this 26th day of March 2021, between **SHAIFER OCONEE, LLC**, as party of the first part (hereinafter called "Grantor") and **B. C. INVESTMENT GROUP, N.A., LLC**, a Georgia limited liability company, as party of the second part (hereinafter called "Grantee").

**WITNESSETH:**

That the said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantee, its successors and assigns, all the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lots, 350, 351, 352, 368, 368 & 370 of the 3rd Land District, located in the 389th G.M.D. of Putnam County, Georgia, being known as the Carroll Tract, containing 9.910 acres, more or less, according to that plat of survey for Shaifer Oconee LLC, dated 2/22/2021, prepared by Georgia Land Surveying Co., certified by Josh H. Lewis, IV, R.L.S. No. 3028, recorded in Plat Book 37, Page 103, in the Office of the Clerk of Superior Court of Putnam County, Georgia, which said plat and the record thereof are incorporated herein for a more complete description.

Prior Deed Reference: Deed Book 738, Pages 739-740, said Clerk's Office.

This conveyance is subject to the following requirements and restrictions:

1. There shall be a 200 foot setback line from the right-of-way of Scott Road existing as of the date hereof;
2. No development of any kind shall take place on the subject property unless and until

either: a) there shall be constructed a permanent earthen berm at a minimum height of 6 feet along the easterly border and southerly border of the property, contiguous with Grantor; or b) There shall be established a permanent natural or planted buffer zone of a minimum of 50 feet along the easterly border and southerly border of the property, contiguous with Grantor;

- 3. Any and all fencing on the property shall be black;
- 4. The maximum enclosed building area on the property shall not exceed 20,000 square feet.

**TO HAVE AND TO HOLD**, the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, its successors and assigns, forever in FEE SIMPLE.

**AND** the said Grantor, for him, his successors and assigns, will warrant and forever defend the right and title to the above described property unto the said Grantee, its successors and assigns, against the claims of all persons claiming by, through or under the undersigned.

[SIGNATURES NEXT PAGE]

RECEIVED SEP 30 2021  
*DE*

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Bernard W. Boyer  
Unofficial Witness  
[Signature]

Notary Public  
My Commission Expires:  
(AFFIX NOTARY SEAL)



GRANTOR

**SHAIFER OCONEE, LLC**  
a Georgia limited liability company  
by its manager  
Shaifer Capital, LLC

By: [Signature] (SEAL)  
Larry Shaifer, Manager

RECEIVED SEP 8 0 2021 [Signature]



**Exhibit "A"**

All that tract or parcel of land lying and being in Land Lots, 350, 351, 352, 368, 368 & 370 of the 3rd Land District, located in the 389th G.M.D. of Putnam County, Georgia, being known as the Carroll Tract, containing 9.910 acres, more or less, according to that plat of survey for Shaifer Oconee LLC, dated 2/22/2021, prepared by Georgia Land Surveying Co., certified by Josh H. Lewis, IV, GA. R.L.S. No. 3028, recorded in Plat Book 37, Page 103, in the Office of the Clerk of Superior Court of Putnam County, Georgia, which said plat and the record thereof are incorporated herein for a more complete description.

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3. Any and all fencing on the property shall be black;
4. The maximum enclosed building area on the property shall not exceed 20,000 square feet.

This is the same property conveyed from Shaifer Oconee, LLC to B.C. Investment Group, N.A., LLC by Limited Warranty Deed recorded at Deed Book 1031, Pages 701 – 703 and corrected by Corrective Limited Warranty Deed recorded at Deed Book \_\_\_\_, Page, \_\_\_\_ Office of the Clerk of Superior Court Putnam County, Georgia

RECEIVED SEP 8 0 2021  
*[Handwritten signature]*





# PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ www.putnamcountyga.us

LETTER OF AGENCY - Re-Zone of property

WE, THE UNDERSIGNED OWNERS OF REAL PROPERTY LOCATED IN THE CITY OF EATONTON/PUTNAM COUNTY, GEORGIA, HEREBY APPOINT Rick McAllister TO BE MY AGENT FOR THE PURPOSE OF APPLYING FOR Re-Zone OF PROPERTY DESCRIBED AS MAP 102 PARCEL 002-001, CONSISTING OF 9.9 ACRES, WHICH HAS THE FOLLOWING ADDRESS: Scott Road EATONTON, GEORGIA 31024. ATTACHED HERETO IS A COPY OF A DEED AND OR PLAT OF SURVEY DESCRIBING THE PROPERTY OWNED BY THE PROPERTY OWNER(S) TO WHICH THIS LETTER OF AGENCY APPLIES.

THE ABOVE NAMED AGENT HEREBY IS AUTHORIZED TO COMPLETE AND SIGN THE CITY OF EATONTON/PUTNAM COUNTY APPLICATION FOR Re-Zone of property ON OUR BEHALF. WE UNDERSTAND THAT THIS LETTER OF AGENCY WILL BE ATTACHED TO AND MADE PART OF SAID FORM AND WILL BE RELIED UPON BY THE CITY OF EATONTON/PUTNAM COUNTY. FOR AND IN CONSIDERATION OF THE CITY OF EATONTON/PUTNAM COUNTY ACCEPTING THIS LETTER OF AGENCY, WE HEREBY INDEMNIFY AND HOLD HARMLESS THE CITY OF EATONTON/PUTNAM COUNTY AND ITS AGENTS AND/OR EMPLOYEES IN THE EVENT THAT THE ABOVE NAMED AGENT SHOULD MISUSE THIS LETTER OF AGENCY AND WE SUFFER DAMAGES AS A RESULT.

THIS 28<sup>th</sup> DAY OF Sept., 2021.

PROPERTY OWNER(S): BTC Commercial LLC, by Bryan Garcia  
NAME (PRINTED)

X [Signature]  
SIGNATURE

ADDRESS: 717 Harmony RD Eatonton, GA 31024  
PHONE: 706-485-1358

ALL SIGNATURES WERE HEREBY SWORN TO AND SUBSCRIBED BEFORE ME THIS 28<sup>th</sup> DAY OF Sept., 2021

[Signature]  
NOTARY

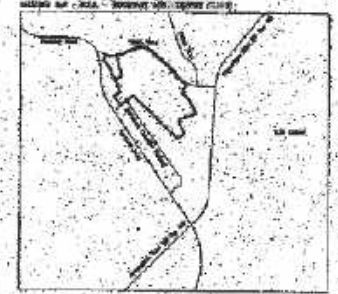
MY COMMISSION EXPIRES: NOV 19, 2025





Offered & Recorded  
 DATE: 9/30/2021  
 TIME: 9:25 AM  
 PLAT BOOK: 00037  
 PAGE: 00103  
 RECORDING FEE: \$10.00  
 PARTICIPANT ID: L281406078  
 CLERK: Trevor J. Addison  
 Putnam County, GA

**TOTAL AREA**  
 7,428,840 SQ FT  
 171,177 ACRES  
**CARRILL TRACT AREA**  
 41,000 SQ FT  
 0.936 ACRES  
**REMAINING TRACT AREA**  
 7,387,840 SQ FT  
 170,241 ACRES



**LEGEND**

- Survey Boundary
- Property Boundary
- Water
- Right of Way
- Other

**NOTICE TO CONTRACTOR**

This plat is a true and correct copy of the original as shown to the Surveyor. It is subject to the provisions of the Georgia Surveying Act of 1977, as amended.

**NOTICE**  
 This plat is a true and correct copy of the original as shown to the Surveyor. It is subject to the provisions of the Georgia Surveying Act of 1977, as amended.

**NOTICE TO CONTRACTOR**  
 This plat is a true and correct copy of the original as shown to the Surveyor. It is subject to the provisions of the Georgia Surveying Act of 1977, as amended.



AREA TABLE

TRACT	AREA (SQ FT)	AREA (ACRES)
1	41,000	0.936
2	7,387,840	170,241
<b>TOTAL</b>	<b>7,428,840</b>	<b>171,177</b>

**SHAFFER O'CONNOR LLC**  
 1000 W. ...  
 ...

**GEORGIA LAND SURVEYING CO.**  
 1000 W. ...  
 ...

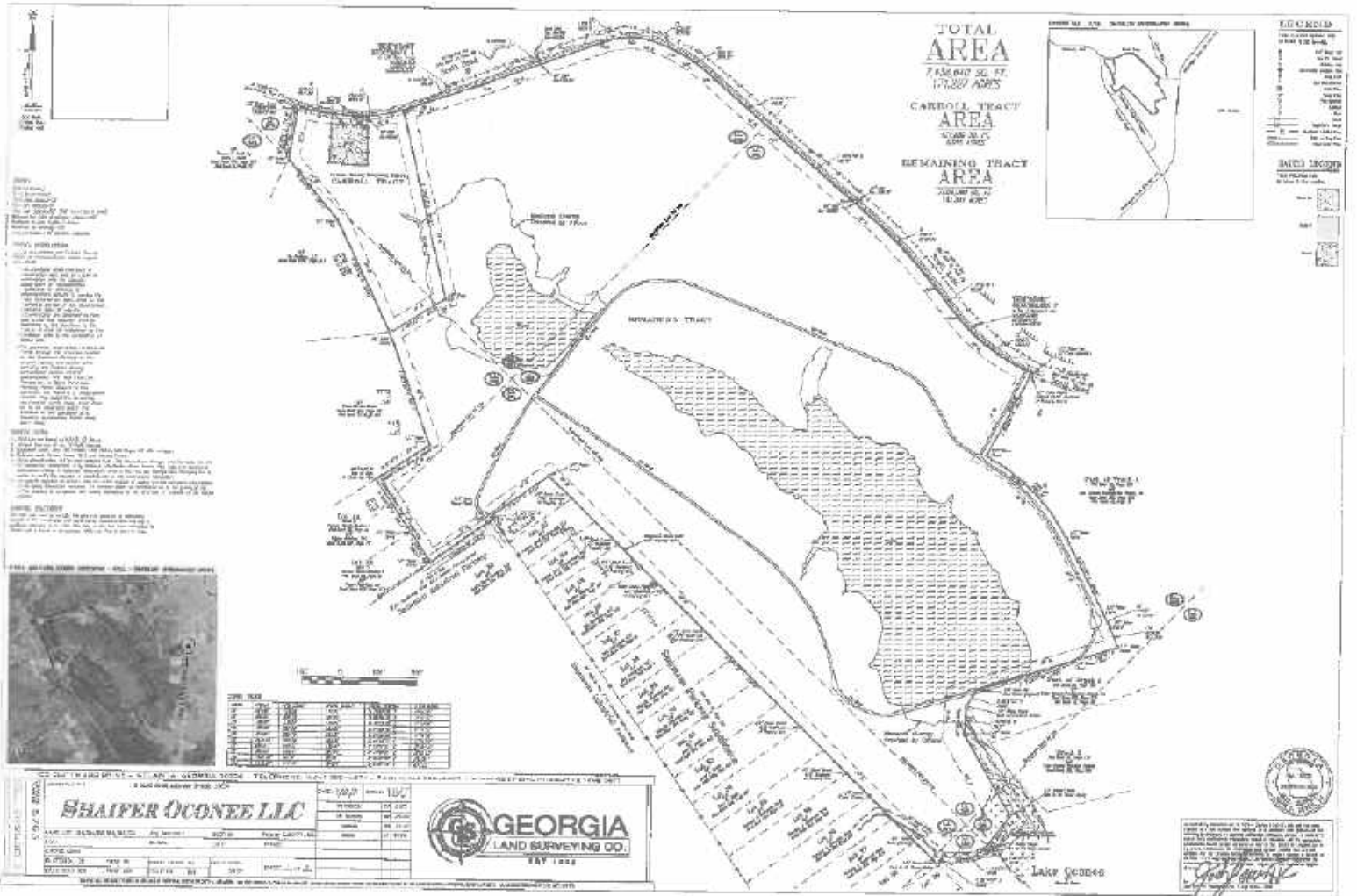
I, the Surveyor, certify that this is a true and correct copy of the original as shown to me.

[Signature]  
 Surveyor

RECEIVED SEP 30 2021

[Handwritten signature]





RECEIVED SEP 30 2021







# PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ♦ Eatonton, GA 31024

Tel: 706-485-2776 ♦ 706-485-0552 fax ♦ www.putnamcountyga.us

## Agenda

Thursday, August 06, 2020 ♦ 6:30 PM

*Putnam County Administration Building – Room 203*

### Opening

1. Call to Order
2. Attendance
3. Rules of Procedures

### Minutes

4. Approval of Minutes - July 2, 2020

### Requests

5. Request by **Garry & Nina Lassiter** for a side yard setback variance at 153 Hoot Owl Lane. Presently zoned R-1R. [Map 096A, Parcel 008, District 3].
6. Request by **Tim Carrington** for a side yard setback variance at 174 West River Bend Drive. Presently zoned R-1R. [Map 119A, Parcel 114, District 3].
7. Request by **Danny Copelan** to rezone 5.00 acres at 931 Pea Ridge Road from AG-2 to C-1. [Map 092, Parcel 017001001, District 2]. \*
8. Request by **Mark Smith** for a rear yard setback variance at 147 Collis Marina Road. Presently zoned RM-2. [Map 104B, Parcel 012, District 3].
9. Request by **Mark Smith** to rezone 0.46 acres at 147 Collis Marina Road from RM-2 to RM-2. [Map 104B, Parcel 012, District 3]. \*
10. Request by **Rick McAllister, agent for Farmers and Merchants Bank** for a front, rear, and side yard setback variance on Scott Road. Presently zoned R-1. [Map 102, Parcel 002, District 3].
11. Request by **Rick McAllister, agent for Farmers and Merchants Bank** to rezone 171.23 acres on Scott Road from R-1 to C-3. [Map 102, Parcel 002, District 3]. \*
12. Request by **Putnam County Board of Commissioners** to rezone .60 acres at 149 Collis Marina Road from RM-2 to R-1. [Map 104B, Parcel 013, District 3].\*
13. Request by **Putnam County Board of Commissioners** to rezone .54 acres at 151 Collis Marina Road from RM-2 to R-1. [Map 104B, Parcel 014, District 3].\*

### New Business

### Adjournment

The Planning & Zoning Commission meeting will be conducted pursuant and in accordance with O.C.G.A. Chapter 36-66.

**Notice:** All opponents to any rezoning request on the Planning & Zoning Commission and the Board of Commissioners agendas must file a disclosure of campaign contributions with the Planning & Development Department within five calendar days prior to public hearings if you have contributed \$250.00 or more to an elected official in Putnam County within the last five years.

\*The Putnam County Board of Commissioners will hear these agenda items on August 18, 2020 at 6:30 P.M., in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, GA 31024.

The full meeting package can be reviewed in the Planning & Development office upon request.

INTERNET TAX RECEIPT  
HARMONY RD  
102 002

2020 007188  
FARMERS & MERCHANTS BANK

DESCRIPTION	TAX AMOUNT	EXEMPTION	MILLAGE
FAIR MARKET VALUE	\$843,162		
COUNTY	\$2,076.19	\$0.00	0.078
SCHOOL	\$4,067.58	\$0.00	16.772
SPEC SERV	\$87.25	\$0.00	0.375

ORIGINAL TAX DUE
\$6,233.02
INTEREST
COLLECTION COST
PIPA CHARGE
PENALTY
TOTAL PAID
\$6,233.02
TOTAL DUE
\$0.00

TO FARMERS & MERCHANTS BANK  
5256 PEACHTREE RD  
STE 120  
CHAMBLEE, GA 30341

FROM Pulaski County Tax Commissioner  
100 South Jefferson Ave Suite 207  
Extention, GA 31024-1081  
(706) 493-5444



Date Paid: 11/6/2020



Scan this code with  
your mobile phone  
to view this bill

INTERNET TAX RECEIPT

RECEIVED SEP 30 2021

**IMPACT ANALYSIS**

**Parcel 102-002-001**

**PROPOSED C-2 DEVELOPMENT**

**REZONING REQUEST .**



**MCALLISTER SITE CONSULTING, LLC**  
**RICK MCALLISTER**  
**1341 BEVERLY DRIVE**  
**ATHENS, GEORGIA 30606**  
**706-206-5030**

**TABLE OF CONTENTS**

Letter of Intent..... Page 3

Impact Study Information ..... Page 4

Traffic Study ..... Attachment

Plat of Property ..... Attachment

Existing Conditions ..... Attachment

Existing Zoning .....See Conceptual Site Plan

Conceptual Site Plan ..... Attachment



**LETTER OF INTENT – BTC COMMERCIAL , LLC**  
**C2 ZONING REQUEST**

The site is located along Scott Road with an interior connection to existing C-2 Zoned Parcel with an area of approximately 9.911 acres. The site is currently zoned CPUD, and surrounding land uses include CPUD, C-2 and C-1.

The intended land use for this property is to expand existing outdoor material retail business. Proposed use of site will include showroom / office building and area for landscape material sales and storage.

The proposed re-zone area is approximately 9.32 acres with a portion of the site to remain CPUD. Proposed access to site will be limited to existing entrances along Harmony Road via proposed interior connection to adjacent parcel. Proposed use of re-zone parcel will be similar with existing adjacent C-2 Parcel use. Attached conceptual plan illustrates the proposed amount of each use including conceptual layout of interior roads.

We appreciate the consideration to promote quality development within Putnam County.

**IMPACT ANALYSIS INFORMATION**

**ITEM #1**

***Is the proposed use consistent with the stated purpose of the zoning district that is being requested?***

The proposed use is allowed with in C-2 Zoning. Proposed use defined as Retail Sales or Service (Outdoor).

***Is the proposed use suitable in view of the zoning and development of adjacent or nearby property?***

As noted above, the parcels are already zoned commercial for commercial use. The applicant would like to extend Retail Sales (Outdoor) within proposed parcel which requires a C-2 Zoning.

***Will the proposed use adversely affect the existing use, value or usability of adjacent or nearby property?***

The proposed use is to expand an existing use as retail sales. All buffer and setbacks will adhere to county standards.

***Is the proposed use compatible with the proposed intent of the Comprehensive Plan?***

The Putnam County / City of Eatonton 2007-2030 Comprehensive plan prepared by Middle Georgia RDC indicates the future land use as Commercial Use. The proposed development meets the intended land use of Commercial Use.

***Are there substantial reasons why the property cannot or should not be used as currently zoned?***

The proposed use is not allowed with in CPUD Zoning as an Outdoor retail sales business.

***Will the proposed use cause an excessive or burdensome use of public facilities or services or exceed the present or funded capabilities, including but not limited to streets, water or sewer utilities and police or fire protection?***

The proposed development will incur the cost of constructing streets interior to the project. Given the proposed use, the demand for water and septic are low for this type of project. Final plans will meet emergency vehicle equipment circulation requirements.

*Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property or surrounding properties?*

The proposed use is supported by the Comprehensive Plan and the anticipated existing and future use of commercial.

*Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, and reasonable private use of the subject property?*

The proposed use responds to the expansion of an existing and thriving retail business. By expanding the business internally and utilizing existing access points along Harmony Road, the expansion minimizes the potential of additional curb cuts on County roads. The proposed use is compatible with other existing development of similar use along Harmony Road therefore reasonable for private use.

**ITEM #2 TRAFFIC ANALYSIS – (SEE ATTACHMENT)**

N/A Completed for Scott Road Development

**ITEM# 3**

**The conceptual plan is based upon development standards for C-2 Zoning are as follows:**

Up to 20K Sf showroom / Office space and retail sales (outdoor).

**ITEM #4**

**Effect on environment surrounding the area:**

Natural:

Property is currently wooded with topography sloped into 1 drainage corridors. The entire parcel comprises of own watershed directed to existing drainage corridors which eventually flow into proposed storm pond per county standards. A 25' State Waters buffer will be placed on all qualified pond or stream components. Some wetland areas may exist on site and will be delineated by an Environmental Consultant. Wetlands will be mapped, surveyed and protected per environmental guidelines upon development of project areas(s). Source: Putnam County / City of Eatonton 2007-2030 Comprehensive Plan – Wetlands Map 6 Prepared by Middle Georgia RDC

Erosion:

The property is currently in wooded state. Development plans will adhere to State and Local Regulations of Erosion Control and Storm water standards. Source: On site Observation

Historic:

The proposed site has no known or listed Cultural or Historical Resources located on site. Source: Putnam County / City of Eatonton 2007-2030 Comprehensive Plan Cultural and Historical Resources Map 13 prepared by Middle Georgia RDC

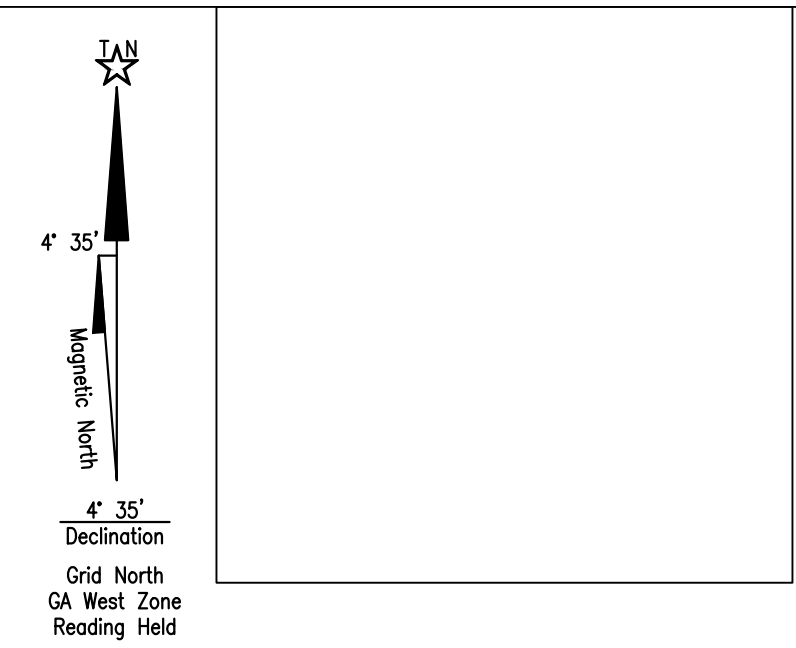
**ITEM #5**

**Impact on fire protection – Expansion of existing Business**

**ITEM #6 – PHYSICAL CHARACTERISTICS OF SITE (SEE ATTACHMENT)**

**ITEM #7 – ADJACENT AND NEARBY ZONING (SEE CONCEPTUAL PLAN)**





**ZONING**  
 (Putnam County)  
 (C-3) (Commercial)  
 Front yard setback-50'  
 Side yard setback-50'  
 Rear yard setback-50' (100' from lake or river)  
 Minimum lot width at building setback-200'  
 Maximum building height-3 stories  
 Maximum lot coverage-35%  
 Minimum buffer-100' abutting residential

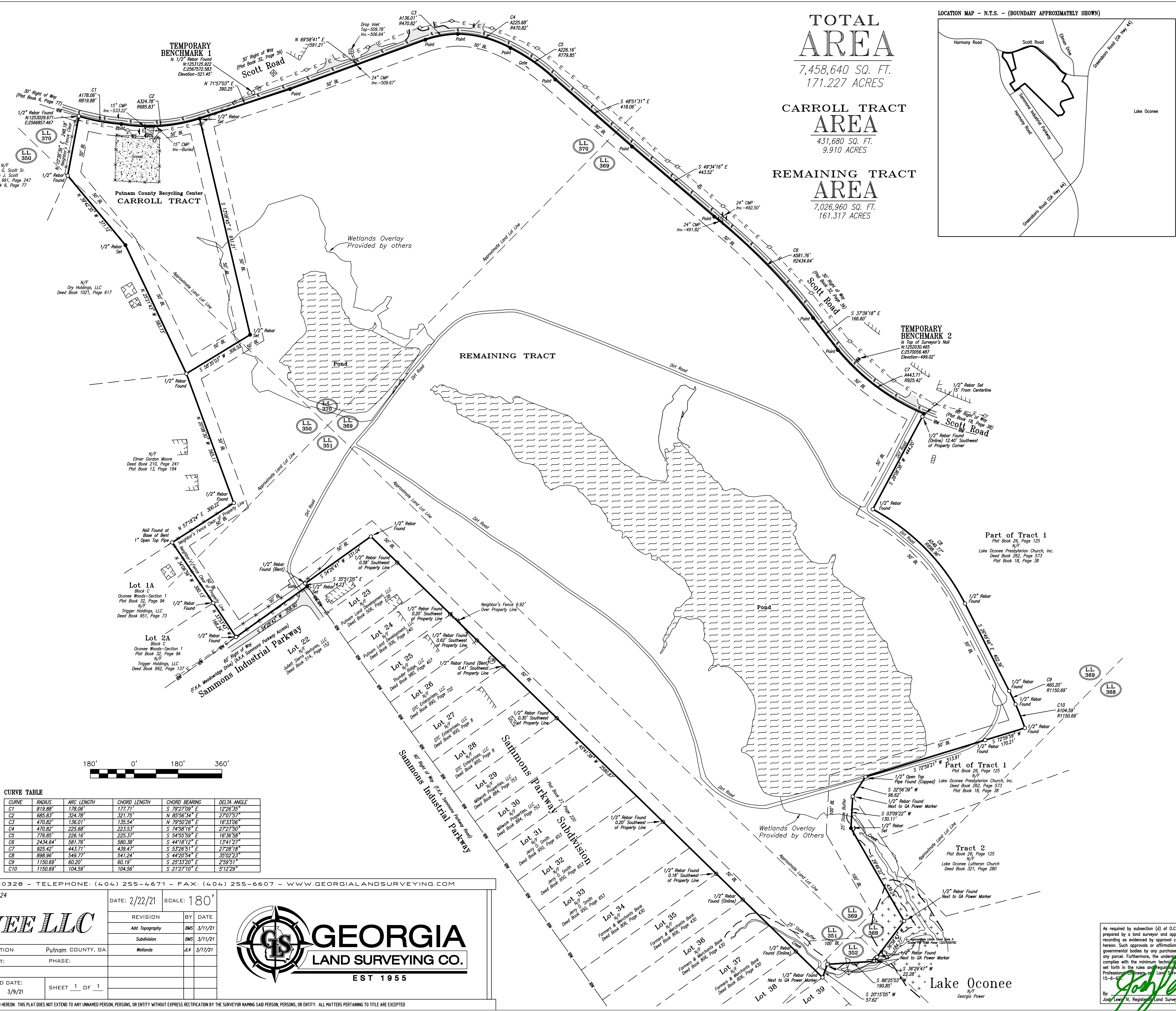
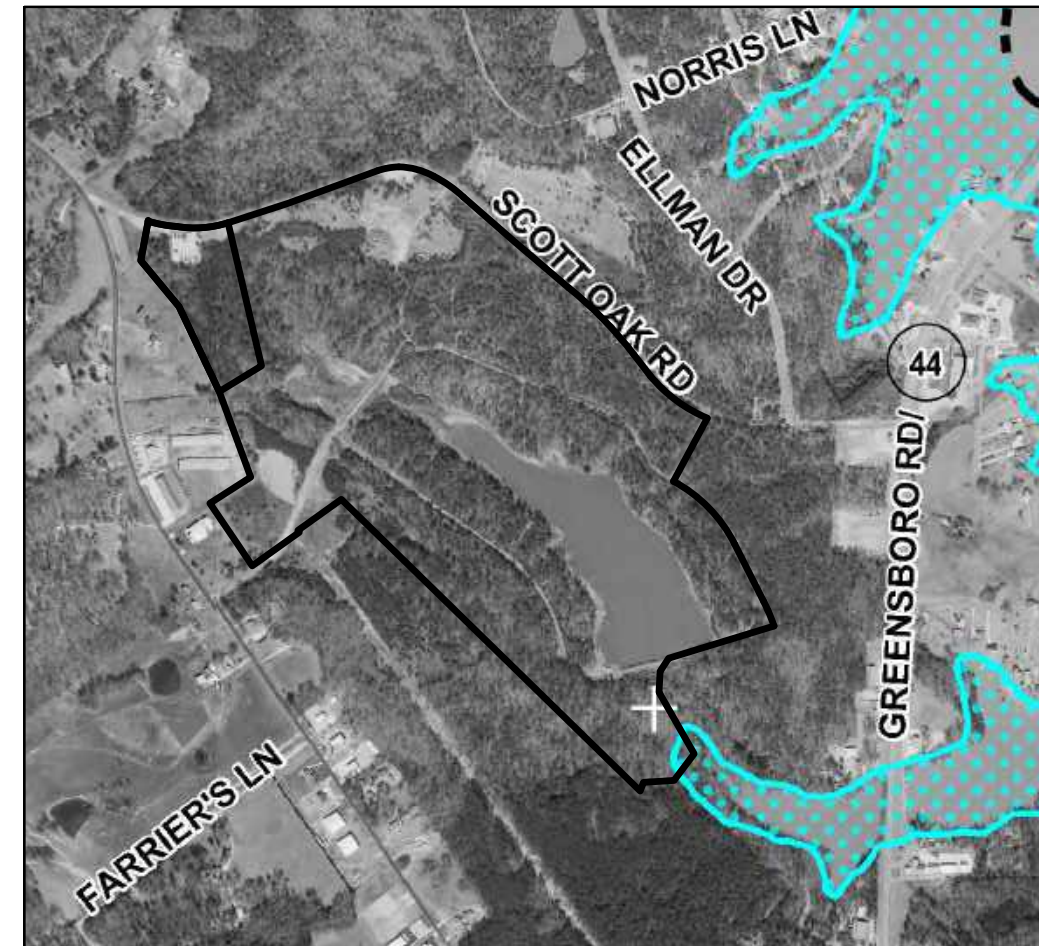
**ZONING STIPULATIONS**  
 Zoning stipulations per Putnam County Board of Commissioners dated August 19th, 2020

- The developer shall construct a deceleration lane and turn lane in accordance with the Georgia Department of Transportation regulations for driveway & encroachment control to service the main entrance on Scott Road to the residential portion of the development. Additional right-of-way to accommodate the deceleration lane and a ten-foot shoulder shall be dedicated by the developer to the county. It shall be completed by the developer prior to the completion of phase one.
- The developer shall direct construction traffic through the entrance located at the Sammons Parkway or the current ingress and egress point servicing the Putnam County Convenience Center, located approximately 672 feet from the intersection of Scott Road and Harmony Road. Subject to the condition, the Planning & Development Director may authorize, in writing, construction traffic along Scott Road on an as necessary basis. The intention of this condition is to minimize construction traffic along Scott Road.

- SURVEY NOTES**
- Elevations are based on N.A.S.D. 88 datum.
  - Contour lines are at one (1) foot intervals.
  - Equipment used: Leica 1200 robotic total station and Allegro MX data collector.
  - Software used: Carlson Survey 2013 and Carlson Surver.
  - Above ground visible utilities were obtained from field observations. Georgia Land Surveying Co. has not researched underground utility locations. Information shown hereon site, type, and location of underground utilities is based on observations while in the field and Georgia Land Surveying Co. is unable to certify the accuracy or completeness of this underground information.
  - Any graphic depiction of setback lines and other matters of zoning are the surveyor's interpretation of the zoning information furnished. The surveyor offers no certification as to the zoning of the subject property or compliance with zoning regulations for the structures or business on the subject property.

**CLOSURE STATEMENT**  
 The field data used to compile this plot was gathered by differential adjusted G.P.S. coordinates and radial survey measurements and has a positional tolerance of 0.1 feet. This map or plot has been calculated for closure and is found to be accurate within one foot in 687,147 feet.

F.R.M.A. MAP PANEL NUMBER 13237C0075C - N.T.S. - (BOUNDARY APPROXIMATELY SHOWN)

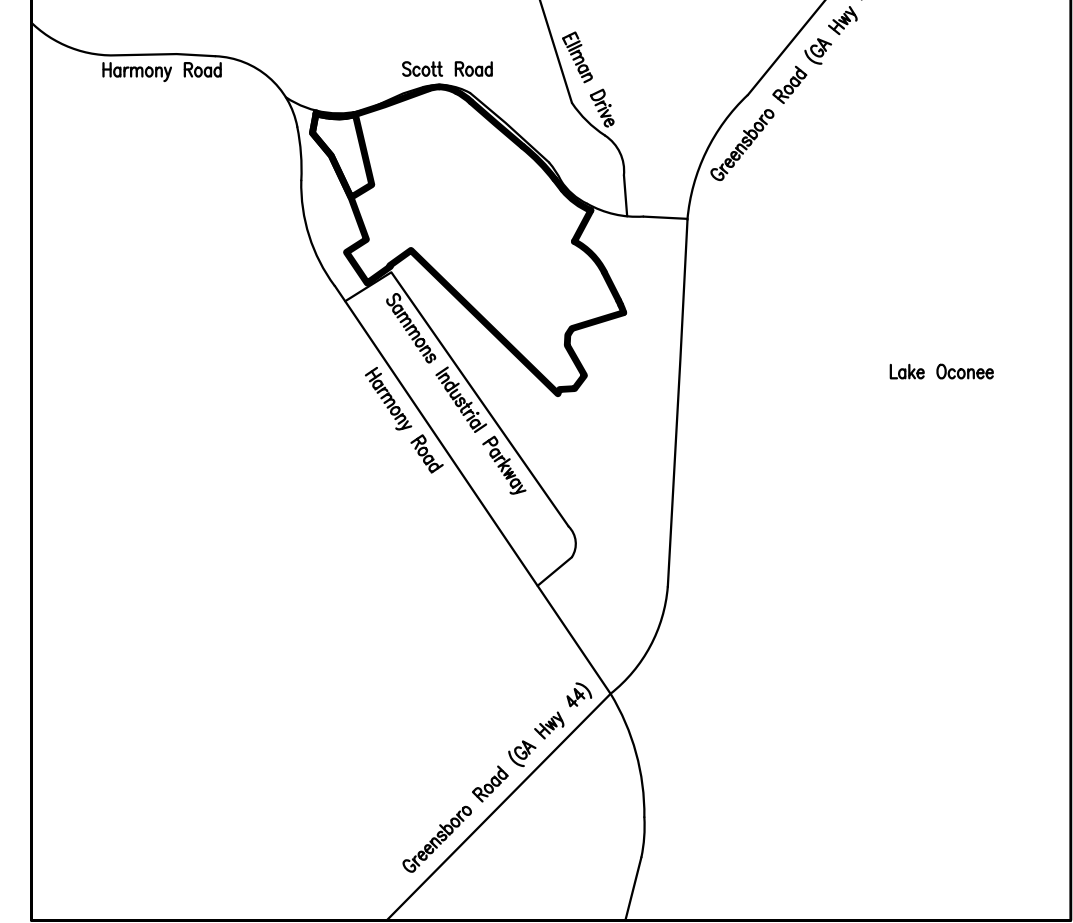


**TOTAL AREA**  
 7,458,640 SQ. FT.  
 171.227 ACRES

**CARROLL TRACT AREA**  
 431,680 SQ. FT.  
 9.910 ACRES

**REMAINING TRACT AREA**  
 7,026,960 SQ. FT.  
 161.317 ACRES

LOCATION MAP - N.T.S. - (BOUNDARY APPROXIMATELY SHOWN)



- LEGEND**  
 These standard symbols may be found in the drawing.
- 1/2" Rebar Set
  - Iron Pin Found
  - Building Line
  - Stormwater Junction Box
  - Drop Inlet
  - Wire Anchor
  - Light Pole
  - Power Pole
  - Fire Hydrant
  - Bollard
  - Sign
  - Fence
  - Neighbor's Fence
  - Overhead Electric Line
  - Right of Way Line
  - Stormwater Pipe

- HATCH LEGEND**  
 These hatchings may be found in the drawing.
- Concrete
  - Asphalt
  - Gravel

**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	818.88'	178.05'	177.71'	S 78°27'06" E	12°26'35"
C2	685.83'	324.78'	321.75'	N 85°56'34" E	27°07'57"
C3	470.82'	136.01'	135.54'	N 78°50'26" E	16°33'06"
C4	470.82'	225.68'	223.63'	S 74°58'16" E	27°27'50"
C5	779.85'	228.16'	225.37'	S 54°55'59" E	16°36'58"
C6	2434.64'	581.76'	580.38'	S 44°18'12" E	1°34'27"
C7	925.42'	443.71'	439.47'	S 53°26'51" E	27°28'18"
C8	898.96'	549.77'	541.24'	S 44°20'54" E	35°02'23"
C9	1150.69'	60.20'	60.19'	S 25°33'20" E	7°59'51"
C10	1150.69'	104.59'	104.56'	S 21°27'10" E	5'12'29"

155 CLIFTWOOD DRIVE - ATLANTA, GEORGIA 30328 - TELEPHONE: (404) 255-4671 - FAX: (404) 255-6607 - WWW.GEORGIALANDSURVEYING.COM

SURVEY PLAT FOR: 0 Scott Road, Eatonton Georgia 31024

DATE: 2/22/21 SCALE: 180'

REVISION: BY DATE

Add Topography BMS 3/11/21

Subdivision BMS 3/11/21

Wetlands JL4 3/17/21

**SHAIFER OCONEE LLC**

LAND LOT: 350,351,352,368,369,370 3rd DISTRICT SECTION Putnam COUNTY, GA

LOT: BLOCK: UNIT: PHASE:

SUBDIVISION:

PLAT BOOK 32 . PAGE 39 PARTY CHIEF: JL4 FIELD DATE: SHEET 1 OF 1

DEED BOOK 806 . PAGE 433 DRAFTER: BMS 3/9/21

**GEORGIA LAND SURVEYING CO.**  
 EST 1955

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT EXPRESS RECTIFICATION BY THE SURVEYOR NAMING SAID PERSONS, PERSONS, OR ENTITY.

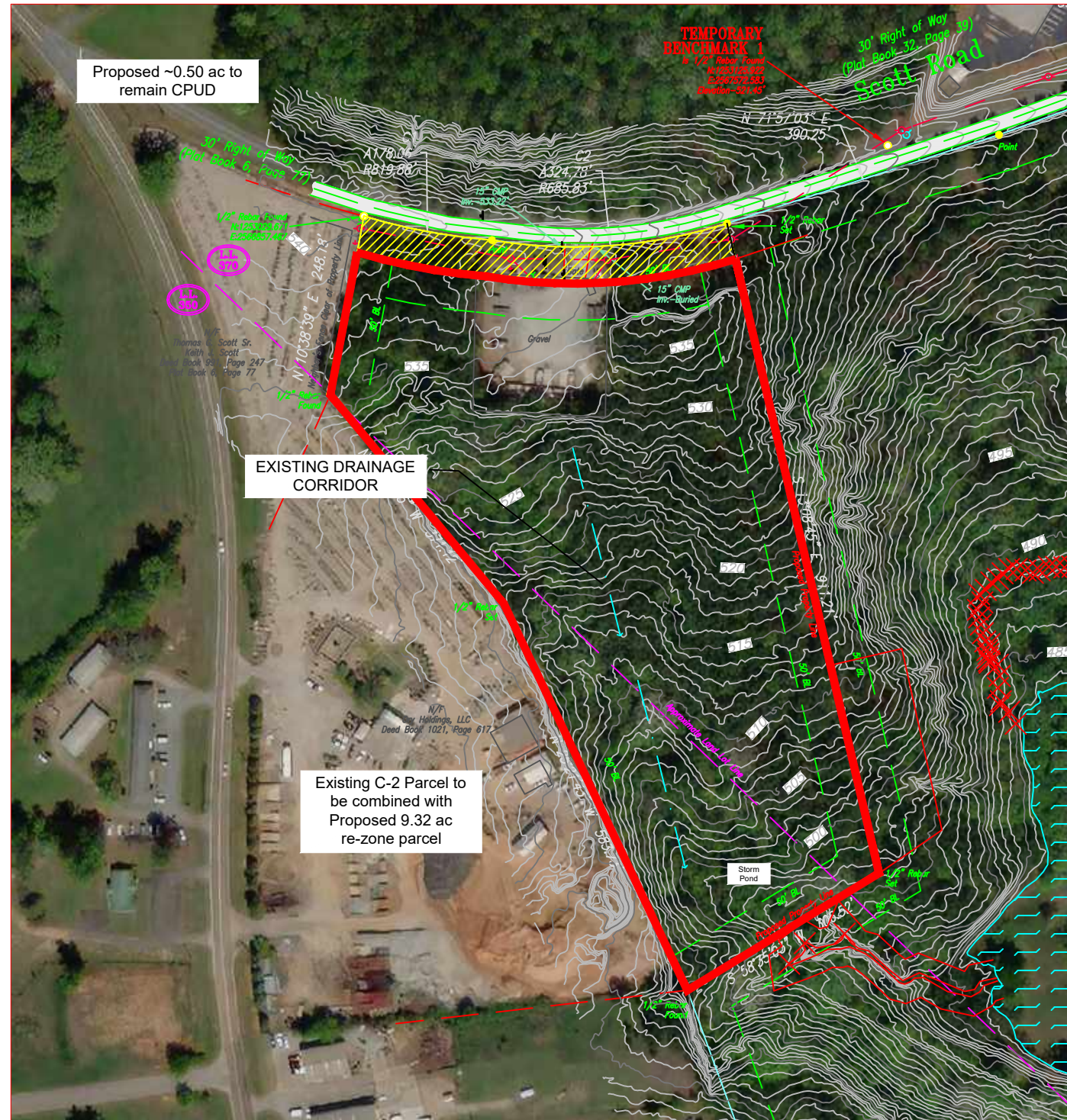


As required by subsection (d) of O.C.G.A. Section 15-6-67, this plot has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approved certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plot as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plot 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 15-6-6-5.

By: *Josh Lewis*  
 Josh Lewis, Registered Land Surveyor Number 3028



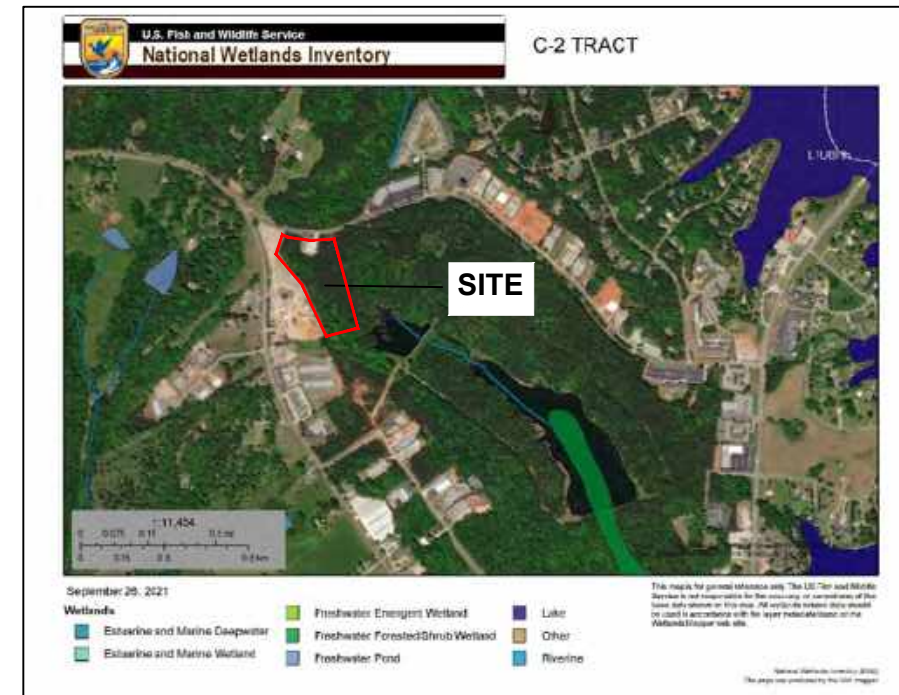
This plan is conceptual in nature and is an approximate representation of potential land uses, sizes, locations and circulation patterns. The plan is intended to be developed over a period of time and should maintain flexibility to accommodate specific soil conditions, environmental concerns, physical constraints, market conditions and design parameters.



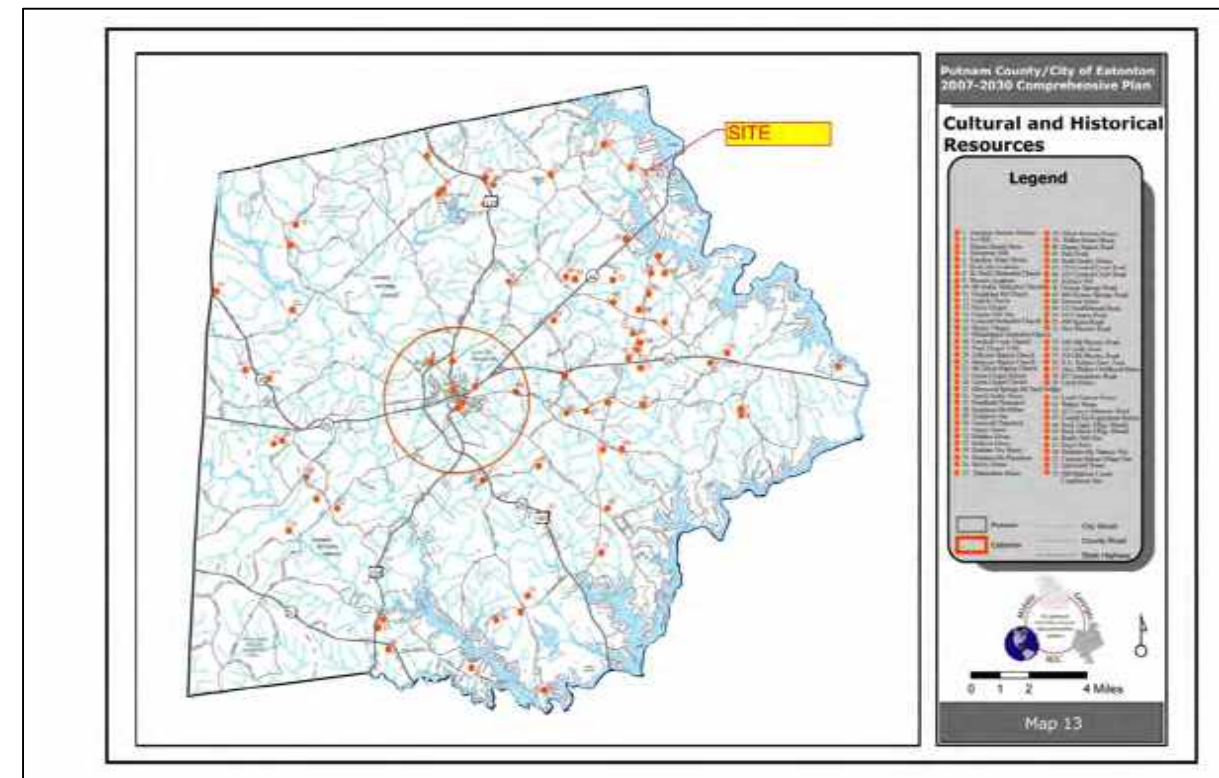
PHYSICAL CHARACTERISTICS MAP

SCALE: As Noted Subject to Change  
September 30, 2021

PARCELS 102-002-001  
SITE EXHIBIT  
PUTNAM COUNTY, GEORGIA



CURRENT ZONING AND PARCEL MAP  
SCALE AS NOTED



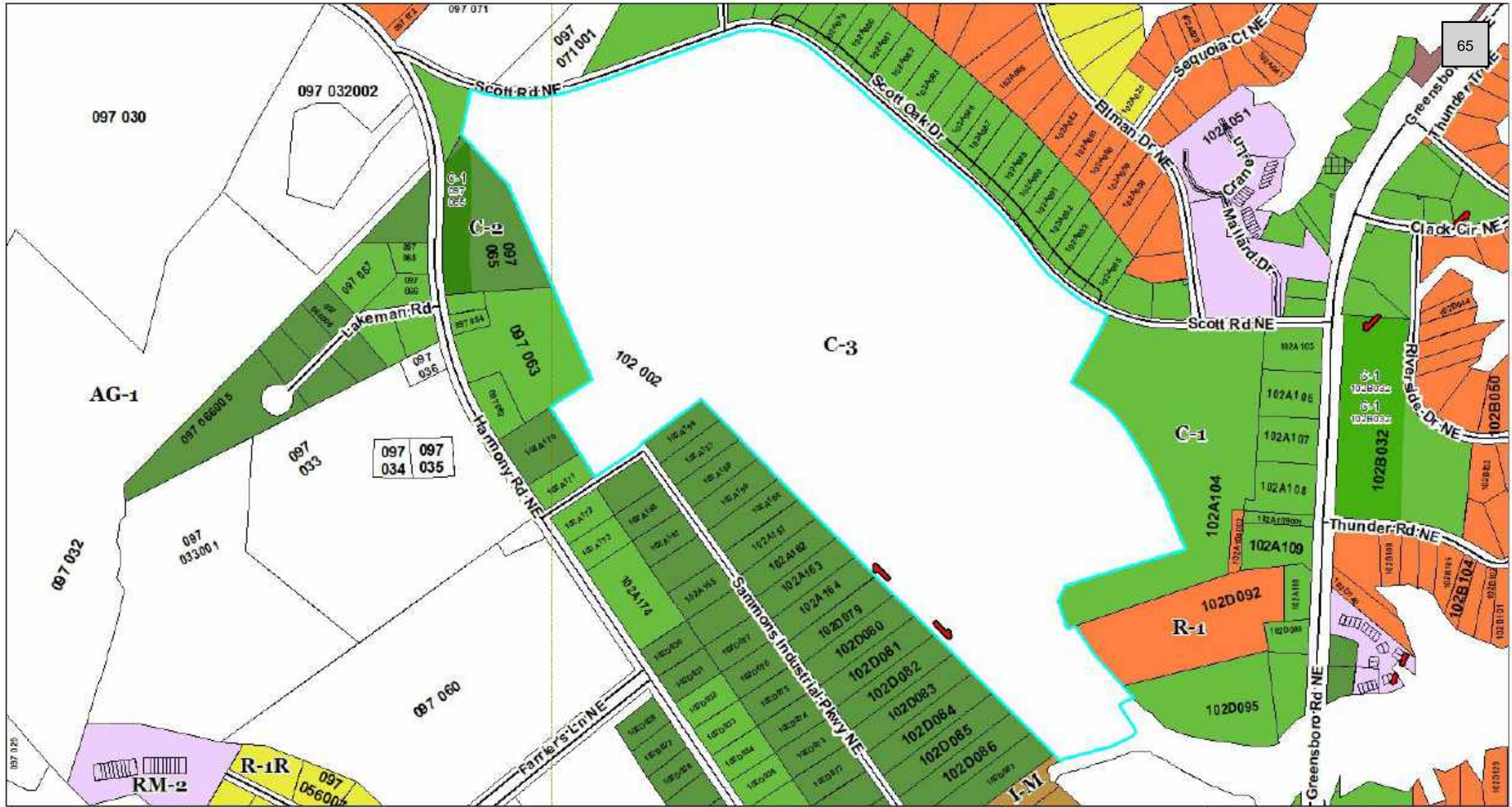
CULTURAL AND HISTORICAL RESOURCES MAP  
SCALE AS NOTED











- Establin Limits
- County Boundary
- Roads
- Parcels
- Parcel Hooks

**GEOGRAPHIC FEATURE LEGEND**

Zoning	Overlay District	AG-2	C-2 CITY	IND-2 CITY	R-1 CITY	RM-2
No Code	C-1	I-M	IND-1 CITY	R-2 CITY	R-1R	RM-3
AG-1	C-1 CITY	IND-2	PUBLIC	R-3 CITY	R-2	VLLAGE
AG-1 CITY	C-2	IND-1 CITY	PUBLIC CITY	R-4 CITY	RM-1	

**MGRC**  
Middle Georgia Regional Commission  
175 Emory Hwy  
Suite C  
Macon, Georgia 31217  
(478) 751-5160  
Web: [www.middlegeorgia.org](http://www.middlegeorgia.org)

PUTNAM COUNTY, GEORGIA  
ZONING MAPS

**MAP 102**

MAP SCALE: 1" = 500'    SCALE RATIO: 1:5000    DATE: OCTOBER 2021





**GEOGRAPHIC FEATURE LEGEND**

Esonton Limits	Agriculture/Forestry	Mixed Use	Residential
County Boundary	Commercial	Park/Recreation/Conservation	Transportation/Communication/Utilities
Roads	Industrial	Public/Institutional	Undeveloped/Vacant
Parcels			
Parcel Hooks			

**MGR**  
 Middle Georgia Regional Commission  
 175 Emory Hwy  
 Suite C  
 Macon, Georgia 31217  
 (478) 751-5160  
 Web:  
[www.middlegeorgiafc.org](http://www.middlegeorgiafc.org)

**PUTNAM COUNTY, GEORGIA**  
**FUTURE LAND USE MAPS**

**MAP 102**

MAP SCALE: 1"=400'    SCALE RATIO: 1:1600    DATE: OCTOBER 2021

**File Attachments for Item:**

8. Proposed adoption of changes to the Putnam County Code of Ordinances - Chapter 66 (Zoning), Chapter 18 (Buildings and Building Regulations), Chapter 28 (Development Regulations), Chapter 32 (Fire Protection and Prevention), Chapter 50 (Solid Waste and Scrap Tires), and Appendix B (Special Events) (staff-CA, CC, P&D)

**EXPLANATION OF DOCUMENTS:**

**Red language equals added text.**

**Struck through language equals deleted text.**

**Chapter 66 – ZONING**

**Sec. 66-20. - Definitions.**

*Brewery* means a facility where malt beverages are brewed, bottled, packaged, and distributed for wholesale and/or retail distribution.

*Brew pub* means any eating establishment in which beer or malt beverages are manufactured or brewed, subject to the barrel production limitation prescribed in O.C.G.A. § 3-5-36 for retail consumption on the premises and solely in draft form. As used in this chapter, the term "eating establishment" means an establishment which is licensed to sell distilled spirits, malt beverages, or wines and which derives at least 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food.

*Farm Winery* means any establishment meeting the definition provided by O.C.G.A. § 3-6-21.1.

*Parking* means the act of transient parking of vehicles at a retail, commercial, industrial, or residential facility that has regular turnover.

*Storage* means the storage of goods or materials. The parking or storage of vehicles, equipment, and merchandise for a period of less than 48 hours does not constitute storage.

**Sec. 66-34. - General requirements.**

Statements in this section apply to the entirety of this chapter. The specific applications are dependent on the extent of the dissimilarity between the existing zoning district and the new one the following shall apply:

- (a) Nuisance. The use may not create noise, dust, vibration, smell, excessive traffic, smoke, glare or electrical interference so as to arise to the level of a nuisance.
- (b) Outside Merchandise. No outside display of merchandise shall create traffic or other safety hazard. No retail items shall be parked or sold within a street right-of way. No external display of merchandise shall interfere with sight lines in a way to create traffic or safety hazards.
- (c) Allowed uses. Within the various zoning districts, as described in this article and shown on the official zoning map, no land, building or structure shall be used as a matter of right except in accordance with the uses and standards of this chapter.
- (d) Buffers and berms.
  - (1) A buffer or berm, which provides visual screening, shall at the director's discretion, unless the board of commissioners has mandated otherwise, exist between any C-PUD, R-PUD, C, or I-M district and any R, RM, or MHP district or existing use. The dimensions of the buffer between adjoining uses are in Table \_\_\_\_\_.  
Table \_\_\_\_\_

- (2) Required buffers must be separated by at least a five-foot setback from a parking area or a structure.
- (3) All buffers shall be replanted, where sparsely vegetated, with evergreen trees of at least two inches measured at diameter breast height (DBH) and with evergreen shrubs to create an understory among the trees. An evergreen ground cover shall exist throughout the buffer.
- (4) The spacing of trees when creating a buffer shall be approximately ten feet between each tree at time of planting. In order to create a solid appearance, another row of trees shall be planted ten feet behind the first row, also spaced ten feet apart so that the trees in one row visually fill the gaps in the next row (as depicted in the following diagram).
- (5) Where the use to be protected exists (or will exist) above or below the new one, the slope of the cut/fill shall constitute the buffer, provided the angular length of the slope is at least

Proposed Use	Adjoining Use									
	AG	R-1R	R-1, R-2	RM	RM-3	MHP	C-1 & C-2	I-M	C-PUD	R-PUD
AG	None	50	50	50	None	50	50	50	50	50
R-1R	None	None	None	None	None	None	None	None	None	None
R-1, R-2	None	None	None	None	None	None	None	None	None	None
RM	None	20	None	None	None	None	None	None	None	None
RM-3	50	50	50	50	None					
MHP	25	50	50	50	None	25	25	25	25	50
C-1 and C-2	None	50	50	50	None	50	None	100		50
I-M	None	100	100	100	100	100	None	50	100	100
C-PUD	50	50	50	50	None	50	50	50	None	50
R-PUD	50	50	50	50	50	50	50	50	50	None

equal (in feet) to the width of the required buffer. The densest plantings of trees and understory occurs at the top of the slope diminishing as the slope proceeds downward. An evergreen ground cover shall be planted on the slope. A six-foot high fence constructed of opaque material shall be placed at the top of the cut slope.

- (6) A berm shall be no flatter than a three to one slope achieving a height above the ground throughout its entire length of not less than six feet. It may exist throughout the length of a buffer or as a separate entity within a setback.
- (7) A berm shall be planted with evergreen trees, shrubs, and ground cover in the same fashion as a buffer. If natural vegetation does not exist along a buffer area, a berm must be installed.



- (8) Unless certifiable low water consumption plantings are used, an irrigation system shall exist through the buffer or berm to ensure the continued vitality of the vegetation.
- (9) When the ground between the new and the existing uses is relatively flat, either a buffer or a berm, at the discretion of the director, shall be used. A berm may be located within a setback but a buffer may not.
- (e) Double frontage and corner lots. Lots that adjoin a public street on any side shall provide the minimum required front setback on each street.
- (f) Pre-Owned Manufactured Home. Pre-owned manufactured homes must meet the minimum requirements as outlined in Section 18-83(b) (5),(9),(10),(11), and (12) of the Putnam County Code of Ordinance prior to the issuance of a building permit. The building inspector shall inspect all pre-owned manufactured homes at the expense of the applicant to include but not limited to inspection fees and travel expenses when located outside of Putnam County. Travel expense shall be calculated based on current mileage rate used by county.
- (g) Vision Clearance.
  - (1) No plant, structure, fence, wall, sign, or other element between the heights of four feet and 10 feet from the ground shall be placed within twenty (20) feet of or maintained in a manner that obstructs vision at the intersection of:
    - The right of way lines of two public streets;
    - Any vehicular access drive with a right of way on a public street;
    - Any vehicular access drive with another vehicular access drive;
    - A public street’s right of way line and a railroad;
    - Two railroad lines.
  - (2) Notwithstanding other provisions of this chapter, fences, walls, hedges, driveways and buffer areas may be permitted in any required yard or along the edge of any yard, provided that fences, walls or hedges on a corner lot in a residential district shall not exceed four feet in height. See performance standards for specific requirements on fences and walls.
- (h) Other Regulations. The property owner should be aware of and consult the other ordinances that may apply to the development or use of any property, including but not limited to any conditions applied by the Board of Commissioners at the time the property was rezoned, the International Building Code; Chapter 18, Buildings and Building Regulations; Chapter 22, Businesses; Chapter 28, Development Regulations; Chapter 30, Environment; Chapter 32, Fire Code; Chapter 46, Roads and Bridges; Chapter 48, Signs; and Chapter 50, Solid Waste and Scrap Tires.
- (i) Parking requirements. See development standards in each district for residential requirements. For commercial and industrial/manufacturing see chapter 28, development regulations.
- (j) Projections into setbacks. Every part of a required setback shall be open to the sky and unobstructed except for the ordinary projections of sills, belt courses, cornices, eaves, chimneys, buttresses and other ornamental and architectural features, provided that these features do not project more than three feet into any required setback. Decks, porches, patios, carports, and similar structures (including steps to access the foregoing) are not permitted to project into the setback area. Setbacks for accessory uses are defined in each district’s requirements.
- (k) Street access. Except as provided in this chapter, each building shall be located on a lot or parcel that abuts a public paved street. However, should an owner of a tract of property subdivide it so as to provide smaller parcels only to other family members for their residential use, then the new parcels so created may be accessed by recorded, permanent and private

easements between the original owner (grantor) and his grantees, upon approval of the director.

- (l) Storage and parking of recreational vehicles, trailers, and other vehicles. Commercial vehicles with more than four wheels, recreational vehicles, travel trailers, campers, buses, motorized homes, boat trailers and haulers, and boats shall not be stored in the front yard in any residential district. Travel trailers, recreational vehicles, campers, motorized homes, boat trailers and haulers, and boats may be parked or stored in an enclosed garage or carport or in rear or side yards, provided that they remain more than 20 feet from the rear property line and ten feet from the side property line. No such vehicle shall be occupied for sleeping or as a residence, either permanently or temporarily, when so parked.
- (m) Lighting All exterior lighting shall be deflected away from adjacent properties and the public right-of-way.
- (n) One Principal Building per Lot. Only one principal building and its customary accessory buildings may hereafter be erected on any lot, unless this Ordinance specifically provides otherwise; further provided that more than one multi-family dwelling, office, institutional, commercial or industrial building may be located on a lot or tract.

**Sec. 66-72. - Uses allowed.**

The uses allowed in the AG-1 zoning district as a matter of right are subject to section 66-34, general requirements of this article, to performance standards of article III, and to the requirements and development standards of this district. Uses not listed herein are not permitted in this district, except as provided in section 66-36, undefined uses, of this article. Consult article III, performance standards, or the other zoning districts if the use you seek is not listed in this district.

- (a) Allowed uses:

- Adult day care center

The following agricultural uses shall be allowed provided that the operation is conducted on a parcel of land that consist of at least five acres, and no structure used for housing poultry, livestock or hogs, no areas where manure is stored and no odor or dust producing functions or machinery shall be located within 200 feet of a property line or 300 feet of a dwelling unit not located on same parcel. This shall not apply to any structures or uses existing prior to the adoption of this section.

- Agricultural Processing
- Animal Production
- Aquaculture
- Confined Animal Feeding Operation (CAFO)
- Crop Production
- Greenhouse Production
- Horticultural Production

- Animals, domestic
- Animals, exotic (conditional use only)
- Animal Care, Limited Animal
- Animal Care, General
- Bed and breakfast.
- Bait sales.
- Cabin or hunting lodge.

Campground.  
 Child day care center Dwelling, Manufactured home  
 Dwelling, Single-family detached  
 Livestock sales.  
 Event Venue (conditional use only)  
 Farm Winery  
 Farmer's Market  
 Landing strip, private  
 Helipad  
**Fairgrounds and Amusement Parks**  
 Fishing lake.  
 Hospice Care Facility, General  
 Hospice Care Facility, Limited  
 Kennel, commercial  
 Kennel, noncommercial  
 Logging and timber but not including a permanent sawmill or the preparation or treatment  
 of lumber for commercial sale  
 Meat processing and packaging facilities  
 Nursery  
 Recreation, outdoor.  
 Personal care home, group  
 Personal care home, congregate  
 Produce stands.  
 Public and private hunting club.  
 Religious facilities. Riding stable, commercial. (conditional use only)  
 Racetrack  
 Shooting Range, Indoor  
 Shooting Range, Outdoor (conditional use only)  
 Slaughterhouse. Solar energy system. See Chapter 53  
 Helipad Recreational vehicle park  
 Transmission/communication towers

**Zoos**

- (b) Accessory uses that may be contained within the principal use or shall exist on the same property as the principal structure are as follows:

Commercial:

Barbershop.  
 Beauty salon.  
 Helipad  
 Dwelling, tenant  
 Workshop, Limited  
 Riding stable, private  
 Animal Care, Limited  
 Sawmill, temporary/portable  
 Dwelling, Family accessory dwelling unit, either enclosed as part of principal dwelling unit or separate structure. This building shall not be a manufactured home.



Home occupation

Cemetery, family burial plot

Dwellings: In addition to the primary residence on a parcel consisting of 5 acres or greater, the owner may subdivide three additional parcels for family use only, with a minimum of 1.25 acres each without rezoning as long as there is a deeded and platted easement from a public road to these parcels. Nonconforming parcels must be rezoned prior to subdividing any additional lots.

Personal care home, family

Hospice Care Facility, Limited Dock, private

Swimming pool, private.

Tennis court, private.

(c) Accessory uses as part of a subdivision.

Dock, community

Recreation, Outdoor

Recreation, Community

Water treatment plant, private.

**Sec. 66-73. - Development standards.**

(a) Minimum lot size: 5 acres.

(b) Minimum road frontage: 50 feet. On a cul-de-sac: 40 feet.

(c) Minimum lot width at the building setback line: 100 feet.

(d) Minimum setback requirements for the principal structure are as follows:

(1) Front setback: 30 feet.

(2) Side setback: 20 feet.

(3) Rear setback: 20 feet.

(4) Setback from Lake Sinclair, Lake Oconee, creek, or river: 65 feet.

(5) State Hwy/Main Arterial Road setback: 50 feet.

(e) Minimum setback requirements for allowed accessory uses, including accessory buildings, decks, porches, carports, garages, swimming pools and other allowed accessory buildings are as follows:

(1) Front setback: 30 feet

(2) Side setback: 20 feet.

(3) Rear setback: 20 feet

(4) State Hwy/Main Arterial road setback: 50 feet

(f) Maximum height of all structures: 35 feet from highest point of the grade (except silos or water towers).

(g) Minimum residential heated floor area:

(1) Dwelling, Single-Family Detached: 1000 square feet

(2) Dwelling Manufactured Home: 600 square feet.

(3) Cabin or Hunting Lodge: 600 square feet

(h) Minimum off-street parking spaces is two spaces for the principal use and one additional off-street space for each 1,000 square feet of accessory use.

(i) Up to one family accessory dwelling unit is permitted per lot

(j) A maximum of three tenant dwellings.

(k) Slaughterhouses are only allowed on a minimum of 20 acres; not allowed on existing nonconforming lots of record.

- (l) Racetracks are not allowed on existing nonconforming lots of record.
- (m) Maximum lot coverage by impervious surface: 35 percent

**Sec. 66-82. - Development standards.**

- (a) Minimum lot size:
  - (1) Individual well and septic system:
    - a. Off-lake lot: 47,916 square feet (1.1 acre).
    - b. On-lake lot: 65,340 square feet (1.5 acre).
  - (2) Public well and septic system:
    - a. Off-lake lot: 30,000 square feet (.69 acre).
    - b. On-lake lot: 36,250 square feet (.83 acre).
  - (3) Individual well and sewer:
    - a. Off-lake lot: 30,000 square feet (.69 acre).
    - b. On-lake lot: 36,250 square feet (.83 acre).
  - (4) Public well and sewer: 20,000 square feet (.46 acre).
- (b) Minimum road frontage: 50 feet. On a cul-de-sac: 40 feet.
- (c) Minimum lot width at the building setback line: 100 feet.
- (d) Maximum lot coverage by impervious surface: 35 percent
- (e) Minimum setback requirements for principal structures are as follows:
  - (1) Front setback: 30 feet or where minimum lot width is achieved, whichever is greater.
  - (2) Side setback: 20 feet.
  - (3) Rear setback: 20 feet.
  - (4) Setback from Lake Sinclair, Lake Oconee, creek or river: 65 feet.
  - (5) State Hwy/Main Arterial Road: 50 feet
- (f) Minimum setback requirements for allowed accessory uses, including accessory buildings, decks, porches, carports, garages, swimming pools and other allowed accessory uses are as follows:
  - (1) Front setback: 30 feet
  - (2) Side setback: 15 feet.
  - (3) Rear setback: 15 feet
  - (4) Setback from Lake Sinclair, Lake Oconee, creek or river: 65 feet.
  - (5) State Hwy/Main Arterial road setback: 50 feet
- (f) Maximum height of structures: 35 feet from the highest point of the grade.
- (g) **Minimum heated floor area:**
  - (1) **1,200 square feet: site-built, modular.**
  - (2) **1,000 square feet: manufactured.**
- (h) Minimum off-street parking: Two spaces per dwelling unit. The director shall determine the number of off-street parking spaces necessary for a subdivision recreational facility, depending on the number of people the health department determines can be in the pool areas and the fire marshal determines the occupancy rating for any building.
- (i) Only one principal dwelling unit is permitted per lot, except for one family accessory dwelling unit, which may be enclosed as part of principal structure or detached from principal structure. This building shall not be a manufactured home.
- (j) Accessory buildings: Maximum of two per lot, excluding one garage, or carport and one well house.

**Sec. 66-85. - Development standards.**

- (a) Minimum lot size:
  - (1) Individual well and septic system:
    - a. Off-lake lot: 47,916 square feet (1.1 acre).
    - b. On-lake lot: 65,340 square feet (1.5 acre).
  - (2) Public well and septic system:
    - a. Off-lake lot: 30,000 square feet (.69 acre).
    - b. On-lake lot: 36,250 square feet (.83 acre).
  - (3) Individual well and sewer:
    - a. Off-lake lot: 30,000 square feet (.69 acre).
    - b. On-lake lot: 36,250 square feet (.83 acre).
  - (4) Public well and sewer: 20,000 square feet (.46 acre).
- (b) Minimum road frontage: 50 feet. On a cul-de-sac: 40 feet.
- (c) Minimum lot width at the building setback line: 100 feet.
- (d) Maximum lot coverage by impervious surface: 35 percent
- (e) Minimum setback requirements for principal structures are as follows:
  - (1) Front setback: 30 feet
  - (2) Side setback: 20 feet.
  - (3) Rear setback: 20 feet.
  - (4) Setback from Lake Sinclair, Lake Oconee, creek or river: 65 feet.
  - (5) State Hwy/Main Arterial Road: 50 feet
- (f) Minimum setback requirements for allowed accessory uses, including accessory buildings, decks, porches, carports, garages, swimming pools and other allowed accessory uses are as follows:
  - (1) Front setback: 30 feet
  - (2) Side setback: 15 feet.
  - (3) Rear setback: 15 feet
  - (4) Setback from Lake Sinclair, Lake Oconee, creek or river: 65 feet.
  - (5) State Hwy/Main Arterial road setback: 50 feet
- (g) Maximum height of structures: 35 feet from the highest point of the grade.
- (h) Minimum heated floor area:
  - (1) 1,000 square feet: site-built, modular.
  - (2) 600 square feet: manufactured.
- (i) Minimum off-street parking: Two spaces per dwelling unit. The director shall determine the number of off-street parking spaces necessary for a subdivision recreational facility, depending on the number of people the health department determines can be in the pool areas and the fire marshal determines the occupancy rating for any building.
- (j) Only one principal dwelling unit is permitted per lot, except for one family accessory dwelling unit, which may be enclosed as part of principal structure or detached from principal structure. This building shall not be a manufactured home.
- (k) Accessory buildings: Maximum of two per lot, excluding one garage, or carport and one well house.

**Sec. 66-91. - Development standards.**

- (a) Minimum parcel size: 20,000 square feet.
- (b) Minimum road frontage: 50 feet. On a cul-de-sac: 40 feet.



- (c) Minimum lot width at the building setback line: 125 feet.
- (d) Maximum lot coverage by impervious surface: 35 percent
- (e) Minimum setback requirements are as follows:
  - (1) Front setback: 30 feet.
  - (2) Side setback: 20 feet.
  - (3) Rear setback: 20 feet.
  - (4) Setback from Lake Sinclair, Lake Oconee, creek or river: 65 feet.
  - (5) State Hwy/Main Arterial Road: 50 feet
  - (6) All buildings must be separated on all sides by a minimum of ten (10) feet from any other building.
  - (7) For lots that abut a single-family residential district (R-1R, R-1, R-2), the buildings must be set back at least 50 feet from adjoining property lines
- (f) Buffer requirements
  - (1) 20-foot wide nonaccess buffer along the entire length of the property where abutting an arterial or collector street
  - (2) 20-foot wide natural undisturbed buffer or a berm, replanted where sparsely vegetated, for developments adjacent to all R1-R, R-1, R-2 zoning districts.
- (g) Multi-family residential developments with at least four dwelling units shall dedicate a minimum of 15% to open space. This may include community recreation uses.
- (h) Maximum height of structures: 35 feet from the highest point of the grade.
- (i) Minimum heated floor area:
  - (1) One Bedroom Unit: 700 square feet.
  - (2) Two Bedroom Unit: 900 square feet
  - (3) Three Bedroom Unit: 1,100 square feet
- (j) Minimum off-street parking: Two spaces per dwelling unit. The director shall determine the number of off-street parking spaces necessary for a community recreation facility, depending on the number of people the health department determines can be in the community recreation areas and the fire marshal determines the occupancy rating for any building. Parking shall be provided on the same lot as the use it serves.
- (k) Density: Six dwelling units per acre.
- (l) Accessory buildings: Maximum of one per dwelling unit, excluding one garage, or carport and one well house.
- (m) Community water and an approved septic system or sewer.**

**Sec. 66-103. - Uses allowed.**

The uses allowed in the C-1 zoning district as a matter of right are subject to section 66-34, general requirements, of this article, to performance standards of article III, and to the requirements and development standards of this district. Uses not listed herein are not permitted in this district, except as provided in section 66-36, undefined uses, of this article. Consult article III, performance standards, or the other zoning districts if the use you seek is not listed in this district.

- (a) Allowed uses:
  - Adult day care center
  - Amusement facility,
  - Animal care, limited
  - Assembly halls.

Assisted living facilities.  
 Automobile maintenance  
 Automobile retail.  
 Automobile service station  
 Bar/Tavern/Pub/Lounge  
**Brewery**  
 Brewpub  
 Business or Trade schools.  
 Catering service  
 Cemetery, public  
 Child day care center  
 Clinic  
 Cultural facilities  
 Consumer good rental  
 Contractor services, limited  
 Convalescent service  
 Convenience store  
 Dwelling, security  
 Emergency Response Facility  
 Event venue  
**Farm Winery**  
 Funeral service.  
 Hospice Care Facility, General  
 Hotel  
 Inn  
 Marinas.  
 Microproducer  
 Mini warehouses  
 Motel  
 Offices.  
 Personal care home, congregate  
 Personal care home, group  
 Private schools.  
 Recreation, Indoor (Limited)  
 Recreation, Outdoor Religious facilities.  
 Restaurant  
 Retail sales or service (Indoor) Retirement community  
 Shooting range, Indoor  
 Transmission/communication towers.  
 Water treatment plant, private.

- (b) Accessory uses and structures: Accessory uses and structures customarily incidental to any permitted use.

**Sec. 66-104. - Development standards.**

- (a) Minimum lot size: 20,000 square feet.
- (b) Minimum lot width at the building setback line: 100 feet.

- (c) Minimum setbacks requirements are as follows:
  - (1) Front setback: 30 feet.
  - (2) Side setback: 15 feet.
  - (3) Rear setback: 20 feet.
  - (4) Setback from Lake Sinclair, Lake Oconee, creek or river: 65 feet.
  - (5) A 50-foot setback is required when any commercial use or district adjoins any residential use or district.
  - (6) State Hwy/Main Arterial Road: 50 feet
- (d) Maximum height of structures: 45 feet from the highest point of the grade.
- (e) Basic parking requirement: One space per each 200 square feet of space designated for retail sales. See chapter 28, development regulations, for other commercial uses.
- (f) Maximum lot coverage by buildings: 35 percent.
- (g) Buffer requirements:
  - (1) A berm or a 50-foot buffer is required when any commercial use or district adjoins any residential use or district and shall be included within the required setback.
  - (2) Additional buffer and screening requirements may be required based on use in accordance with Section 66-131; Performance Standards.
- (h) Maximum commercial floor area is computed at 15,000 square feet per acre.

**Sec. 66-106. - Uses allowed.**

The uses allowed in the C-2 zoning district as a matter of right are subject to section 66-34, general requirements, of this article, to performance standards of article III, and to the requirements and development standards of this district. Additionally, all uses permitted in the C-1 district are permitted in the C-2 district. Uses not listed herein are not permitted in this district, except as provided in section 66-36, undefined uses, of this article. Consult article III, performance standards, or the other zoning districts if the use you seek is not listed in this district.

- (a) Allowed uses:
  - Adult day care center
  - Amusement facility
  - Animal care, limited.
  - Animal care, general
  - Assembly halls
  - Assisted Living Facility
  - Automobile maintenance.
  - Automobile repair.
  - Automobile retail.
  - Automobile sales and rental
  - Automobile service station.
  - Boat sales
  - Boat yard
  - Bar/Tavern/Pub/Lounge
  - Brewpub
  - Brewery
  - Business or trade schools.
  - Catering service



Cemeteries, public  
 Child day care center  
 Clinic.  
 Commercial Truck or Equipment Rental or Sales  
 Consumer goods rental  
 Contractor Services, Limited  
 Convalescent service  
 Convention Center  
 Convenience store  
 Crematoriums.  
 Cultural facilities  
 Dwelling, security  
 Emergency response facility  
 Event Venue  
**Farm Winery**  
 Funeral service.  
 Golf course, tennis center, swimming center, or country club  
 Hospice care facility, general Hospitals, private.  
 Hotel  
 Inn  
 Kennels, commercial  
 Laboratories, medical.  
 Liquor store  
 Manufactured home sales.  
 Marinas.  
 Meat processing and packaging facilities.  
 Microproducer  
 Motel  
 Nursery  
 Offices. Personal care homes, congregate  
 Personal care homes, group Private schools.  
 Recreation, indoor (limited)  
 Recreation, indoor (general)Recreation, outdoor  
 Rehabilitation facility  
 Religious Facilities  
 Restaurant  
 Retail Sales or Service (Indoor)  
 Retail Sales or Service (Outdoor).  
 Retirement community  
 Mini-warehouses.  
 Shooting range, indoor  
 Transmission/communication towers.  
 Truck stop.  
 Water treatment plant, private.  
 Workshop, limited

- (b) Accessory uses and structures: Accessory uses and structures customarily incidental to any permitted use.

**Sec. 66-107. - Development standards.**

- (a) Minimum lot size: 43,560 square feet (One acre).
- (b) Minimum lot width at the building setback line: 100 feet.
- (c) Minimum setback requirements are as follows:
  - (1) Front setback: 30 feet.
  - (2) Side setback: 15 feet.
  - (3) Rear setback: 20 feet.
  - (4) Setback from Lake Sinclair, Lake Oconee, creek or river: 65 feet.
  - (5) A 50-foot buffer is required when any commercial use or district adjoins any residential use or district.
  - (6) State Hwy/Main Arterial Road: 50 feet
- (d) Maximum height of structures: 45 feet from the highest point of the grade.
- (e) Basic parking requirement: One space per each 200 square feet of space designated for retail sales. See chapter 28, development regulations, for other commercial uses.
- (f) Maximum lot coverage by buildings: 35 percent
- (g) Buffer Requirements
  - (1) A berm or a 50-foot buffer is required when any commercial use or district adjoins any residential use or district and shall be included within the required setback.
  - (2) Additional buffer and screening requirements may be required based on use in accordance with Section 66-131: Performance Standards.
- (h) Maximum commercial floor area is computed at 25,000 square feet per acre.

**Sec. 66-112. - Uses allowed.**

The uses allowed in the I-M zoning district as a matter of right are subject to section 66-34, general requirements, of this article, to performance standards of article III, and to the requirements and development standards of this district. Uses not listed herein are not permitted in this district, except as provided in section 66-36, undefined uses, of this article. Consult article III, performance standards, or the other zoning districts if the use you seek is not listed in this district.

- (a) Allowed uses:
  - Adult entertainment.
  - Agricultural processing
  - Assembly halls.
  - Automobile maintenance
  - Automobile repair
  - Automobile sales and rentals
  - Automobile service stations.
  - Boat sales
  - Boat yard
  - Brewery
  - Fairgrounds and Amusement Parks
  - Fuel Oil/Gas Distributor Clinic.
  - Commercial truck or equipment rental sales

Contractor Services, General  
 Contractor Services, Limited  
 Convenience store  
 Crematorium  
 Extractive Industry Funeral service.  
 Heavy equipment sales, rental, repair, and storage  
 Helipad  
 Junkyards.  
 Landing strip, private  
 Manufacturing, heavy  
 Manufacturing, general  
 Manufacturing, limited  
 Meat processing and packaging facilities  
 Racetracks  
 Recreation outdoor  
 Restaurants  
 Retail sales or service (outdoor)  
 Sawmill, portable/temporary or permanent  
 Scrap and salvage service  
 Mini warehouses.  
 Sewage treatment plant (subject to article III, performance standards).  
 Slaughterhouse  
 Solar energy system. See Chapter 53  
 Truck or freight terminal  
 Transmission/communication towers.  
 Towing facility  
 Truck or freight terminal  
 Truck stop.  
 Vehicle rentals  
 Vehicle and other storage  
 Wholesale and warehousing, limited  
 Wholesale and warehousing, general  
 Water treatment plant, private  
 Workshop, limited

**Zoos.**

- (b) Accessory uses and structures: Accessory uses and structures customarily incidental to any permitted use.

**Sec. 66-115 Type of PUD Districts Permitted**

- (a) Residential Planned Unit Development (R-PUD): This is a planned development concept that concentrates buildings in specific areas on a site to allow the remaining land to be used for recreation, common open space, **limited agricultural uses**, and the preservation of environmentally sensitive areas. A mix of residential dwelling unit types is also desirable in this concept to promote a balanced community. Innovative concepts such as zero lot lines, townhouse-condominiums, traditional neighborhoods, villages, cluster-type or conservation subdivisions are encouraged.



- (b) Commercial Planned Unit Development (C-PUD): This is a planned development concept that all more than one type of use in a building or set of buildings, including some combination of residential and selective non-residential uses such as commercial, agricultural, office and institutional uses.

Sec. 66-118 Development Standards

Lot Dimensions	R-PUD	C-PUD
<b>Minimum Lot Size</b>	15 acres	25 acres
Minimum Lot Width	As established in an approved concept plan	As established in an approved concept plan
Minimum Lot Frontage		
Setbacks		
<b>Principal Building</b>		
Front	As established in an approved concept plan	As established in an approved concept plan
Side	As established in an approved concept plan	As established in an approved concept plan
Rear	As established in an approved concept plan	As established in an approved concept plan
From Lake Sinclair or Lake Oconee	65 feet	65 feet
State Hwy or Arterial	50 feet	50 feet
<b>Accessory Building</b>		
From Principal Structure	As established in an approved concept plan	As established in an approved concept plan
Front	Not Permitted	Not Permitted
Side		
Rear		
Maximum Height		
Principal	35 feet	35 feet
<b>Accessory</b>		
<b>Minimum Floor Area</b>		
Single Family Detached	1,000 sf	1,000 sf
Single Family Attached	1,000 sf	1,000 sf
Manufactured Home		
One-Bedroom Unit	700 sf	700 sf
Two-Bedroom Unit	900 sf	900 sf
Three or More Bedroom Unit	1100 sf	1100 sf
Impervious Surface Coverage	As established in an approved concept plan	As established in an approved concept plan
Residential Density	8 dwelling unit maximum per acre	8 dwelling unit maximum per acre
Land Use Mix	Residential – 100%	Residential: Minimum of 25% of total acreage Commercial: Minimum of 25% of total acreage <sup>1</sup>

Water and Sewer	Must be connected to a central water supply and sewer system	Must be connected to a central water supply and sewer system
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<sup>1</sup>Minimums are determined by floor area of interior spaces for each use category

**Sec. 66-119 Permitted Uses in R-PUD**

(a) Allowed uses

- Dwelling, duplex
- Dwelling, family accessory dwelling unit
- Dwelling, multifamily
- Dwelling, single family attached
- Dwelling, single family detached

(b) Accessory uses as part of a development.

- Agricultural, limited.**
- Brewery**
- Farm Winery**
- Recreation, outdoor.
- Laundry facility for the exclusive use of residents in development
- Recreation, community.
- Marinas
- Solar Energy System: See Chapter 53
- Water treatment plant, private.

(c) Accessory uses.

- Animals, domestic
- Child home day care center
- Personal care home, family
- Home occupation,
- Hospice care facility, limited

**Sec 66-120 Permitted Uses in C-PUD**

(a) Allowed uses

- Dwelling, duplex
- Dwelling, family accessory dwelling unit
- Dwelling, multifamily
- Dwelling, single family attached
- Dwelling, single family detached
- Adult day care center
- Animal care, limited
- Assembly hall
- Automobile maintenance
- Automobile retail
- Bar/tavern/cocktail lounge
- Bed and breakfast
- Boarding house
- Brewpub
- Catering service

- Child day care center
- Consumer goods rental
- Cultural facilities
- Event venue
- Golf, tennis, swimming, or country club
- Hotel
- Inn
- Motel
- Office
- Private School
- Recreation, indoor (general)
- Recreation, indoor (limited)
- Religious facilities
- Restaurant
- Retail sales or service, indoor
- Retirement community
- (b) Accessory uses as part of a development.
  - Agricultural, limited.**
  - Recreation, outdoor.
  - Laundry facility for the exclusive use of residents in development
  - Recreation, community.
  - Marinas
  - Dock, community
  - Solar Energy System: See Chapter 53
  - Water treatment plant, private.
- (c) Accessory uses.
  - Animals, domestic
  - Child home day care center
  - Personal care home, family
  - Home occupation,
  - Hospice care facility, limited
  - Dock, private
  - Swimming pool, private.
  - Tennis courts, private.

**Sec. 66-156. - Director, scope of authority.**

- (a) *Issuance of permits.* Supervise the issuance of development and building permits so as to make sure that all new development and construction complies with this chapter and other relevant chapters.
- (b) *Administrative variances.* The director of planning and development shall have the power to grant variances from development standards as established in article II where, in his/her opinion, the intent of the ordinance can be achieved and equal performance obtained by granting the variance.
  - (1) The authority to grant such variance shall be limited to variance from the following requirements:



- a. Front, side, rear, or yard adjacent to public street—variance not to exceed 25 percent.

*Variances.* Review variance requests and refer, with recommendations to the planning and zoning commission, including any conditions that may be deemed advisable so that the purpose of this chapter will be served, public safety and welfare secured and substantial justice done.

- (c) *Enforcement; penalties for violation of chapter.*

(1) In case any building or structure is or is proposed to be erected, constructed, reconstructed, altered, covered or maintained, or any building, structure or land is or is proposed to be used in violation of any provision of this chapter, the director, shall in addition to other remedies, and after due notice to the owner of the violation, issue a citation for violation of this chapter requiring the presence of the violator in a court of competent jurisdiction ~~the magistrate's court~~; or institute injunction or other appropriate action or proceeding to prevent this unlawful erection, construction, reconstruction, alteration, conversion, maintenance or use to correct or abate this violation or to prevent the occupancy of this building, structure or land. Where a violation of the regulations of this chapter exists with respect to a structure or land, the director may, in addition to other remedies, require that public utility service be withheld until such time as the structure or premises are no longer in violation of this chapter.

(2) Any firm, person or corporation that shall do anything prohibited by this chapter as they exist, or as they may hereafter be amended, or who shall fail to do anything required by this chapter as they now exist or as they may hereafter be amended, upon conviction of a violation, shall be subject to punishment as provided by law. Any violation of this chapter shall be regarded as a misdemeanor, punishable by up to one year's imprisonment and/or a fine of \$1,000.00. Each day that this violation exists shall be deemed a separate offense.

- (d) *Appeals from decisions of the director.* It is the intention of this article that all questions arising in connection with the administration and enforcement of this article shall be presented first to the director and that these questions shall be presented to the planning and zoning commission only on appeal from decision of such official. Fees shall be set from time to time by the board of commissioners governing the cost of such appeals. All appeals must be filed within ten days of the issuance of the decision being appealed. Division 2 of this article shall govern policies and procedures for such appeals. A permit applicant proceeds with construction at his own risk until the appeal period expires and while an appeal of the issuance of a permit is pending.

**Sec. 66-157. - Planning and zoning commission, scope of authority.**

- (a) *Initiation.* All planning and zoning issues, including those relative to the official zoning maps, shall be reviewed by the planning and zoning commission. Amendments to the official zoning maps may only be made by the board of commissioners.
- (b) *Conditional use permits.* If a use is not permitted in any zoning district, the planning and zoning commission may hear and recommend a conditional use permit approval application as submitted according to the rezoning process. In granting such a conditional use permit, the planning and zoning commission may attach thereto such conditions regarding the location, character and other features of the proposed building, structure or use as it may deem advisable

so that the purpose of this chapter will be served, public safety and welfare secured, and substantial justice done. Conditional use permits shall be issued to the applicant solely, are not transferrable, and shall extinguish upon cessation of such activity for a period of twelve months. Conditional uses permits may be renewed by application by successive owners or operators.

- (c) *Variances.* The planning and zoning commission shall hear applications for variances from the development standards and performance standards of this chapter. All variance approval shall be contiguous with the property. Such variances may be granted only:
- (1) Where by reason of exceptional narrowness, shallowness or shape of a specific piece of property, which at the time of adoption of this chapter, was a lot or plat of record; or
  - (2) Where by reason of exceptional topographic conditions to include floodplains or other extraordinary or exceptional conditions of a piece of property, strict application of the development requirements of this chapter would result in practical difficulties to, and undue hardship upon the owner of this property, which difficulty or hardship is not the result of acts of the applicant; and further provided that this relief may be granted without substantially impairing the intent and purpose of this chapter and is not contrary to the public welfare.
  - (3) In granting a variance, the planning and zoning commission may attach thereto such conditions regarding the location, character and other features of the proposed building, structure or use as it may deem advisable so that the purpose of this chapter will be served, public safety and welfare secured, and substantial justice done. However, the planning and zoning commission shall not be authorized to grant a density variance or a use variance to permit a density or use in a district in which the density or use is otherwise prohibited. The planning and zoning commission shall not be authorized to grant a variance to development standards set forth in a statement of zoning conditions accompanying a conditional zoning.
  - (4) **No variance may be granted for a reduction in minimum lot size.**
- (d) *Appeals of administrative decision.*
- (1) *Who may seek an appeal.* Any person, firm or officer, department, board or agency directly affected by the decision of the planning and development department director may bring an appeal before the planning and zoning commissioners. Such request shall be made within ten days following notification of the decision from which an appeal is taken by filing with the director a notice of appeal and specifying the grounds thereof. The director shall forthwith transmit to the planning and zoning commission all papers constituting the record upon which the action appealed from was taken.
  - (2) *Extent of commission power.* The planning and zoning commission may, in conformity with this chapter, reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed.
  - (3) *Effect of appeal.* An appeal waiting for a hearing shall not stay the effectiveness of the permit or decision being challenged. However, if the owner of property who has received the permit, variance or favorable interpretation proceeds with development at the property owner's own risk that such development may be halted if the appeal is successful.

**Sec. 66-158. - Board of commissioners, scope of authority.**

- (a) *Initiation.* This chapter, including the official zoning maps, may be amended by the board of commissioners on its own motion or by private petition or on recommendation of the planning and zoning commission.
- (b) *Variances.* The board of commissioners shall hear and decide on applications for variances from the development standards or performance standards of this chapter only on appeal of the decision of the planning and zoning commission. Such variances may be granted only:
- (1) Where by reason of exceptional narrowness, shallowness or shape of a specific piece of property, which at the time of adoption of this chapter, was a lot or plat of record; or
  - (2) Where, by reason of exceptional topographic conditions or other extraordinary or exceptional conditions of a piece of property, the strict application of the development requirements of this chapter would result in practical difficulties to, and undue hardship upon, the owner of this property, which difficulty or hardship is not the result of acts of the applicant; and further provided that this relief may be granted without substantially impairing the intent and purpose of this chapter and is not contrary to the public welfare.
  - (3) In granting a variance, the board of commissioners may attach thereto such conditions regarding the location, character and other features of the proposed building, structure or use as it may deem advisable so that the purpose of this chapter will be served, public safety and welfare secured, and substantial justice done. The board of commissioners is authorized to grant a density variance or a use variance to permit a density or use in a district where otherwise prohibited.
  - (4) **No variance may be granted for a reduction in minimum lot size.**
- (c) *Appeals of administrative decision.*
- (1) *Who may seek an appeal.* Any person, firm or officer, department, board or agency directly affected by the decision of the planning and zoning commission may bring an appeal before the board of commissioners. Such request shall be made within ten days following notification of the decision from which an appeal is taken by filing with the director a notice of appeal and specifying the grounds thereof. The director shall forthwith transmit to the board of commissioners all papers constituting the record upon which the action appealed from was taken.
  - (2) *Decisions subject to appeal.* Actions of the planning and zoning commission subject to appeal are limited to the following administrative decisions:
    - a. Grant or denial of variance requests; and/or
    - b. Interpretation of the provisions of chapter 66 as appealed to the planning and zoning commission pursuant to section 66-157(d).
  - (3) *Extent of commission power.* The board of commissioners may, in conformity with this chapter, reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed.
  - (4) *Effect of appeal.* An appeal waiting for a hearing shall not stay the effectiveness of the permit or decision being challenged. However, if the owner of property who has received the permit, variance or favorable interpretation proceeds with development at the property owner's own risk that such development may be halted if the appeal is successful.



## Chapter 18 – BUILDINGS AND BUILDING REGULATIONS

### Sec. 18-95. - Enforcement; penalties for violation of article.

(a) In case any building or structure is or is proposed to be erected, constructed, reconstructed, altered, covered or maintained, or any building, structure or land is or is proposed to be used in violation of any provision of this chapter, the of the planning and development department, or any other appropriate authority of the county, may, in addition to other remedies, and after due notice to the owner of the violation, issue a citation for violation of this chapter requiring the presence of the violator in **a court of competent jurisdiction** ~~the magistrate's court~~; or institute injunction or other appropriate action or proceeding to prevent this unlawful erection, construction, reconstruction, alteration, conversion, maintenance or use to correct or abate this violation or to prevent the occupancy of this building, structure or land. Where a violation of the regulations of this chapter exists with respect to a structure or land, the may, in addition to other remedies, require that public utility service be withheld therefrom until such time as the structure or premises are no longer in violation of this chapter.

(b) Any firm, person or corporation that shall do anything prohibited by this chapter as they exist, or as they may hereafter be amended, or who shall fail to do anything required by this chapter as they now exist or as they may hereafter be amended, upon conviction of a violation, shall be subject to punishment as provided by law. Any violation of this chapter shall be regarded as a misdemeanor, punishable by up to one year's imprisonment and/or a fine of \$500.00. Each day that this violation exists shall be deemed a separate offense.

## Chapter 28 – DEVELOPMENT REGULATIONS

### Sec. 28-104. - Remedies.

In case any building or structure is or is proposed to be erected, constructed, reconstructed, altered, covered or maintained, or any building, structure or land is or is proposed to be used in violation of any provision of this chapter, the director of the planning and development department, or any other appropriate authority of the county may, in addition to other remedies and after due notice to the owner of the violation, issue a citation for violation of this chapter and require the presence of the violator in **a court of competent jurisdiction** ~~the magistrate's court~~; or institute injunction or other appropriate action or proceeding to prevent this unlawful erection, construction, reconstruction, alteration, conversion, maintenance or use to correct or abate this violation or to prevent the occupancy of this building, structure or land. Where a violation of this chapter exists with respect to a structure or land, the director of the planning and development department may, in addition to other remedies, require that public utility service be withheld therefrom until such time as the structure or premises are no longer in violation of this chapter.

## Chapter 32 – FIRE PROTECTION AND PREVENTION

### Sec. 32-20. - Parking in fire lanes; authority to prevent blocking of private ways and alleys.

(a) *Prohibition.* It shall be unlawful for any person to stop, stand or park any motor vehicle in, or otherwise obstruct, any fire lane as described in this section.

(b) *Penalty.* The fine for any offense under this section shall be \$50.00.

(c) *Definitions.* The following words, terms and phrases, when used in this paragraph, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Fire lane* means an area designated by the fire official which provides access to fire department connections and fire hydrants and provides access for fire department vehicles to buildings. This includes all alleys, including private alleys, private ways or driveways, where parking of motor vehicles or other obstructions can interfere with ingress or egress of fire department vehicles and equipment.

*Fire marshal* means a fire officer or other designated authority or the fire officer's or authority's duly authorized representative charged with the administration and enforcement of the fire prevention code adopted in this chapter.

*Master plat* means an original plat drawn in accordance with this section.

*Plat* means a map created by the property owner which depicts the location and boundaries of land and all existing fire lanes in accordance with this section. Maps shall be drawn to scale.

*Property owner* means each person possessing any estate or leasehold right in the property being designated as a fire lane.

(d) *Authority.* The fire chief, or a duly authorized fire official, may properly designate fire lanes and prevent the blocking of any private alley, private way or driveway in Putnam County by the parking of automobiles or otherwise.

(e) *Posting of signs.* The commercial property owner is required to post signs meeting the following criteria in areas designated as fire lanes:

(1) Signs shall read: "No Parking—Fire Lane."

(2) Signs must meet design specifications as required by [chapter 48](#) of the Putnam County Code of Ordinances.

(3) One sign shall be posted at the beginning of the fire lane and one at the end of the fire lane and at intervals not more than 50 feet apart.

(4) Signs posted shall not be more than four feet from the edge of the curb and shall be visible from both directions of the driving surface.

(f) *Painting of curbs.* The fire chief or a duly authorized fire official may order curbs adjacent to a fire lane to be painted red or another distinctive color.

(g) *Parking in a fire lane.* No person shall park, stand or stop any motor vehicle or place any other property in a fire lane; however, this section shall not apply to the parking of an authorized emergency vehicle.

(h) *Obstructing posted private alley or driveway.* Any person who shall park any vehicle of any character or place any other property in any private alley, private way or driveway which has been posted in accordance with this section. Any person owning or occupying property abutting the private alley, private way or driveway who shall cause or permit the placing of anything therein which would impede or block the passage of fire trucks and equipment, shall be guilty of an offense.

(i) *Site plans.* Property which falls within Putnam County upon which fire lanes have been designated shall have all fire lane delineations visually depicted on a site plan. These plans shall be designed by the property owner and submitted to the Building Official. Each plan shall identify all building exterior walls, traffic and parking lanes and sidewalks. The areas to be designated as fire lanes shall be delineated in red ink. The plan shall state a scale of measurement, and specify the name of the property, the location of the property, a brief legal description of the property and the length and width of the fire lanes.

(j) *Enforcement officials.* Fire marshals, police officers, code enforcement officers or other duly authorized law enforcement officials shall have the authority for enforcement of fire lanes. Fire marshals, police officers, code enforcement officers, or other duly authorized officials may cause to be removed to the nearest authorized place of impound or other place of safety any unattended vehicle or other property left standing in violation of this section. If a vehicle is towed by Putnam County subject to this section, Putnam County shall be authorized to use a call list of designated towing agencies to arrange for towing. The vehicle owner shall be responsible for charges for the towing and any daily impoundment storage fee.

(k) *Notice of ordinance violation.* Notwithstanding any other provisions of this Code, violations of this chapter may be enforced by a notice of ordinance violation issued by any authorized law enforcement officer, fire marshal, or code enforcement officer as provided below:

(1) Ordinance violations charged by means of a notice shall not be punishable by imprisonment but shall be punishable by a fine of \$50.00.

(2) A notice of ordinance violation may be served by delivery into the hands of the suspected violator or by leaving the notice of ordinance violation at the suspected violator's residence with a person of suitable age and discretion residing therein, or by leaving the notice of ordinance violation at the suspected violator's place of business if the violation occurs at the business location, with a person of suitable age and discretion employed therein.

(3) Alternative to the provisions of subsection (2) above, a notice of ordinance violation may be served by substituted service as follows:

a. The notice of ordinance violation may be placed on the front windshield of the illegally-parked vehicle in a fashion reasonably calculated to secure the notice of ordinance violation in place. Notices served according to this subsection shall be conspicuously marked and placed in a waterproof packet.

b. The notice of ordinance violation may be served by securely attaching the notice of ordinance violation to the front door of the primary residential or business structure on the property served by the fire lane or to other door to said structure reasonably appearing to provide the primary point of egress to said residence or business. A notice of ordinance violation served according to this subsection shall be posted on the upper part of the door, shall be conspicuously marked and shall be placed in a waterproof packet.

(4) Violators may respond to a notice of ordinance violation either by signing the notice and returning the notice along with payment of the fine indicated thereon to **a court of competent jurisdiction** ~~the Magistrate Court of Putnam County~~ by the date indicated on the notice or by appearing in **a court of competent jurisdiction** ~~the Magistrate Court~~ to plead not guilty to the charged violation at the date and time provided on the notice. No proceedings for contempt or arrest shall be initiated for failure to appear on the return date on the notice.

(5) Violators who fail to respond to a notice of ordinance violation as provided for in subsection (4) above may thereafter be served personally with an ordinance violation citation or accusation, and criminally prosecuted pursuant to [chapter 18, section 18-84](#).

(1) *Section not exclusive.* The imposition of a penalty under the provisions of this section shall not prevent the revocation of any permit or license or the taking of other punitive or remedial action where called for or permitted under the provisions of the Code of Ordinances of Putnam County.



## Chapter 50 – SOLID WASTE AND SCRAP TIRES

### Sec. 50-33. - Penalty for violation of article.

(a) *Violation.* Any person violating the provisions of this article shall be guilty of a misdemeanor and, upon conviction, shall be punished as provided in [section 1-13](#), subsection [50-35](#)(a), or this section.

(1) In the sound discretion of the judge of the court with jurisdiction, the person may also be directed to pick up and remove from any public street or highway and/or other public right-of-way for a distance not to exceed one mile, any litter the person has deposited and any and all litter deposited thereon by anyone else prior to the date of execution of sentence [As provided in O.C.G.A. § 16-7-43(b.2).]; and/or

(2) In the sound discretion of the judge of the court with jurisdiction, the person may be directed to pick up and remove from any public beach, public park, private right-of-way, or with the prior permission of the legal owner or tenant in lawful possession of such property, any private property upon which it can be established by competent evidence that the person has deposited litter, any and all litter deposited thereon by anyone prior to the date of execution of sentence; and/or

(3) The court may order the publication of the names and photographs of persons convicted of violating this article; and/or

(4) The court may order the person to repair or restore property damaged, or pay damages resulting from such violations, or perform public service related to the repair or restoration of property damaged by the violation; and/or

(5) In case of an open dump or improper solid waste, litter or waste disposal site, the property owner, contractor, developer, builder or other person responsible for the property shall cause the property to be cleaned and to come into full compliance with this chapter. Putnam County shall not be responsible for any costs of cleanup or remediation; and/or

(6) The expenses incurred by the county for cleanup, enforcement of violations and penalties shall be chargeable to the violator, including, but not limited to: court costs, filing fees, special investigations, mutual aid assistance from other agencies and other costs necessary for the reasonable enforcement of this chapter.

(7) In addition to actions filed by Putnam County for violations of this chapter, any state or federal agency may independently file separate or concurrent charges within their respective applicable authority and seek conviction within a court of competent jurisdiction.

(b) *Enforcement.*

(1) Enforcement of this chapter shall be the responsibility of the Putnam County Board of Commissioners, the director of the planning and development department, and/or the environmental compliance officer or his/her designee.

(2) Any person(s) authorized to enforce this chapter shall be empowered to enter any property, upon reasonable cause, at reasonable or necessary times in order to properly inspect for violations of this chapter, subject to the condition that to allow entry onto private property for inspection, the alleged violation of this chapter must be visible from a public road or right-of-way, or upon said person(s) having received a valid complaint alleging a violation of this chapter, or by a judge's order upon said person(s) having received information/allegations that constitute reasonable suspicion that a serious unlawful act or threat to the health and safety of the community and/or the environment has occurred or is about to occur.

(3) Appeals for the violation of this chapter may be made to **a court of competent jurisdiction the Magistrate Court of Putnam County**, or higher court if the person so chooses. The person always has the right to consult his/her attorney at any time before the hearing is scheduled for court.

(c) *Civil remedies and abatement of nuisance.*

(1) In the event that any person violates any provision of this chapter, the county or other appropriate authority may, in addition to other remedies, institute an action for injunction, cleanup or stop work orders, mandamus, irreversible damage fines, lien on property or other appropriate action or proceeding to prevent such unlawful acts or to correct or abate any such violation. In addition, the county may immediately revoke or suspend any and all business, building, development or any and all other county issued permits related to the property or properties involved with the violation until such time that compliance is met, or until the ruling of a court of competent jurisdiction is obtained, at which time respective permits may be reissued.

(2) Upon finding evidence, a written notice of violation may be issued at the discretion of the enforcing officer(s) in lieu of a citation. In the absence of corrective action or in the event that a second violation occurs, the evidence constituting the notice of violation may be submitted as evidence for consideration as a first offense before a court with competent jurisdiction and the pending case treated as a second offense by the court as defined in [section 1-13](#) of the Putnam County Code of Ordinances.

(3) If a person is found guilty of a violation of the provisions of this chapter, the court and/or the board of commissioners may cause written notice to be given, or incorporate into the court order to the violator instructing that person to properly address any provision still remaining in violation of this chapter for which said violator cannot be so served, then by registered mail sent to the violator's last known address.

(4) Upon failure, neglect or refusal of any person so notified to properly address said provisions within 20 days after court order as provided in this section, the board of commissioners is hereby authorized and empowered to cause the cleanup, removal or disposal of, including but not limited to, any litter, or any type of waste(s) as defined in this chapter, dumped, deposited, thrown, or left on public or private property in violation of the chapter on behalf of the county. The expenses incurred by the county shall be chargeable to the violator and the board of commissioners and/or the court shall send a statement of the amount due for said expenses by registered mail.

(5) When the full amount of such charges are not paid by the violator within 30 days after receipt of said statement as provided for in this section, the board of commissioners shall cause to be recorded in the execution docket a sworn statement showing the cost and expense incurred by the county, the dates of county action, the location of the property for which action was taken, and the name of the person to be charged for the expenses incurred. The recordation of such statement shall constitute a lien on their personal and real property of the person to be charged and shall remain in full force and effect until final payment is received in full, including accrued interest from the date of recording and any and all costs. Such amount as shall constitute final payment shall be subject to collection in the manner fixed by law for the collection of taxes.

(6) This section shall apply with full force and effect regardless of the provisions of any order of the court in which the violator was convicted. This section should not be construed as an excuse for failure on the part of the violator to perform any cleanup ordered by the court, nor

shall it be considered as a mitigating factor in any contempt action against a violator who has failed to obey the order of the court.

(d) *Evidence of violations.*

(1) Whenever litter, or any type of waste(s), as defined in this chapter, is thrown, deposited, dropped, or dumped by any person(s) or from any motor vehicle, boat, airplane, or other conveyance in violation of this chapter, it shall be prima facie evidence that said person(s) or the operator of the conveyance has violated this chapter.

(2) Whenever any litter, or any type of waste(s) as defined in this chapter, which is dumped, deposited, thrown, or left on public or private property in violation of the chapter is discovered to contain any article or articles, including, but not limited to letters, bills, publications, or other writings which display the name of a person thereon in such a manner as to indicate that the article belongs or belonged to such person, it shall be a rebuttable presumption that such person has violated this chapter.

## **Appendix B – SPECIAL EVENTS**

### **Sec. 16. - Toilet facilities.**

The producer of a special event shall be required to provide temporary outdoor toilet facilities at any event **as follows: one toilet for every 25 persons. at which 200 or more persons are expected to be in attendance. The number of toilets and their locations shall be determined by the director of the building inspection department.**



**File Attachments for Item:**

- 11. Consent Agenda
  - a. Approval of Minutes - November 5, 2021 Regular Meeting (staff-CC)
  - b. Approval of Minutes - November 5, 2021 Executive Session (staff-CC)
  - c. Ratification of the Revised IGA between Putnam County Hospital Authority and Putnam County (staff-CM)

# PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

## Minutes

Friday, November 5, 2021 ♦ 9:00 AM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Friday, November 5, 2021 at approximately 9:00 AM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

### *PRESENT*

- Chairman Billy Webster
- Commissioner Gary McElhenney
- Commissioner Daniel Brown
- Commissioner Bill Sharp
- Commissioner Jeff Wooten

### *STAFF PRESENT*

- County Attorney Adam Nelson
- County Manager Paul Van Haute
- County Clerk Lynn Butterworth

### **Opening**

1. Welcome - Call to Order

Chairman Webster called the meeting to order at approximately 9:02 a.m.  
(Copy of agenda made a part of the minutes on minute book page \_\_\_\_\_.)

2. Approval of Agenda

#### **Motion to approve the Agenda.**

**Motion made by Commissioner Sharp, Seconded by Commissioner Wooten.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten**

3. Invocation

County Attorney Nelson gave the invocation.

4. Pledge of Allegiance (GM)

Commissioner McElhenney led the Pledge of Allegiance.

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**Regular Business Meeting**

5. Public Comments

The following individuals commented on concerns with construction of a pond by a neighbor, which is settling in their cove and not meeting code regulations: Pamela Tibbitts, Donald Tibbitts, Sharon Dickens, Sue Gentes, Marianne Bruhn Popik, and Duane Gentes (submitted photos).

(Copy of photos made a part of the minutes on minute book pages \_\_\_\_\_ to \_\_\_\_\_.)

PDA Executive Director Matt Poyner invited the board members to a PDA strategic planning retreat at Cuscowilla on November 17, 2021.

6. Consent Agenda

- a. Approval of Minutes - October 19, 2021 Regular Meeting (staff-CC)
- b. Approval of Minutes - October 25, 2021 Called Meeting (staff-CC)
- c. Approval of Minutes - November 1, 2021 Work Session (staff-CC)
- d. Ratification of Revised Submittal of GDOT 5311 Grant Application for Putnam County Transit (staff-Transit)
- e. Authorization for Chairman to sign MOU between Putnam County and Ocmulgee Circuit Adult Treatment Court Collaborative (staff-Finance)

**Motion to approve the Consent Agenda.**

**Motion made by Commissioner McElhenney, Seconded by Commissioner Sharp.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten**

(Copy of documents made a part of the minutes on minute book pages \_\_\_\_\_ to \_\_\_\_\_.)

7. Discussion and possible action regarding Solid Waste Disposal (staff-CM)

Mr. Steve Edwards and Mr. Josh Raugh from Waste Management explained that costs of labor and fuel, the transfer station, disposal, and recycling have all gone up due to the pandemic and the national labor shortage and because of this they must raise prices. There are other options to consider such as mandatory curbside pickup or a combo of convenience centers and curbside pickup. They will present a new contract to the county manager for board approval.

County Manager Van Haute thanked the Waste Management team for their quick response to a situation of a possible infant in a dumpster and advised that the increase is approximately \$57,000 per month. No action was taken.

8. Authorization for Chairman to sign Probation Services Agreement between Judicial Alternatives of Georgia (JAG) and Putnam County Magistrate Court (BW-Magistrate-PCSO)

**Motion to authorize the Chairman to sign the Probation Services Agreement between Judicial Alternatives of Georgia (JAG) and Putnam County Magistrate Court.**

**Motion made by Commissioner McElhenney, Seconded by Commissioner Sharp.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten**

(Copy of agreement made a part of the minutes on minute book pages \_\_\_\_\_ to \_\_\_\_\_.)

Draft Minutes	Page 2 of 6	
November 5, 2021		



9. Approval of FY21 Budget Amendment #2 (staff-Finance)

**Motion to approve FY21 Budget Amendment #2.**

**Motion made by Commissioner Sharp, Seconded by Commissioner Wooten.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten**

(Copy of amendment made a part of the minutes on minute book pages \_\_\_\_\_ to \_\_\_\_\_.)

10. Authorization for Chairman to sign Resolution Authorizing the County Attorney to Prosecute Code Violations (staff-CA)

**Motion to authorize the Chairman to sign a Resolution authorizing the County Attorney to prosecute Code Violations.**

**Motion made by Commissioner McElhenney, Seconded by Commissioner Brown.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten**

(Copy of resolution made a part of the minutes on minute book page \_\_\_\_\_.)

11. Appointment to the Board of Assessors (staff-CC)

**Motion to appoint Mr. John Richter to the Board of Assessors.**

**Motion made by Commissioner Wooten, Seconded by Commissioner Brown.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten**

12. Authorization for staff to schedule a Public Hearing on proposed changes to the Putnam County Code of Ordinances: Chapter 66-Zoning; Chapter 18-Buildings and Building Regulations; Chapter 28-Development Regulations; Chapter 32-Fire Protection and Prevention; Chapter 50-Solid Waste and Scrap Tires; Appendix B-Special Events (staff-CA,P&D)

**Motion to authorize staff to schedule a Public Hearing on proposed changes to the Putnam County Code of Ordinances: Chapter 66-Zoning; Chapter 18-Buildings and Building Regulations; Chapter 28-Development Regulations; Chapter 32-Fire Protection and Prevention; Chapter 50-Solid Waste and Scrap Tires; Appendix B-Special Events.**

**Motion made by Commissioner Sharp, Seconded by Commissioner Wooten.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten**

(Copy of proposed changes made a part of the minutes on minute book pages \_\_\_\_\_ to \_\_\_\_\_.)

13. Authorization for the staff to schedule a Public Hearing on proposed changes to the County Commission District Map(s) (BW)

**Motion to authorize the staff to schedule a Public Hearing on proposed changes to the County Commission District Map(s).**

**Motion made by Commissioner McElhenney, Seconded by Commissioner Wooten.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten**

14. Discussion and possible action concerning the LOST Renegotiations (BW)

Chairman Webster advised that board members received a letter from the city yesterday responding to our latest letter regarding Local Option Sales Tax renegotiations. It does not, however, contain a formal offer and he commented that he doesn't see any need to enter into negotiations until they send us an offer. He asked the board if he should write another letter to that effect.

Commissioner McElhenney agreed that they need to put something on the table.

Commissioner Brown commented that maybe we need to try to set up a meeting again.

Commissioner Sharp agreed that the Chairman should write a letter asking them to pick a date to meet.

Chairman Webster asked County Manager Van Haute to talk to the City Administrator about a possible meeting date and advised that he would compose a letter.

**Reports/Announcements**

15. County Manager Report

County Manager Van Haute reported the following:

- The recently approved Hospital IGA needs to be revised to reflect only the bonus pay only - he will send the revised version to Mr. Alan Horton today.
- Breast Cancer support was much appreciated - the Planning & Development department raised over \$1000
- The redrawing of district maps went very smoothly; thanks to the staff at Middle Georgia Regional Commission and all who attended
- Morgan County is interested to possibly partnering with Putnam County a landfill. Ms. Monica Moseley with Republic Services presented information on a landfill/environmental campus which would include C&D, recycling, a landfill, and an educational component

16. County Attorney Report

County Attorney Nelson advised that an Executive Session is needed.

17. Commissioner Announcements  
Commissioner McElhenney: none

Commissioner Brown: invited everyone to Ryan's Run, Walk, Stroll and Roll which supports giving scholarships to homeless children/foster care with disabilities and health disorders. It will be held November 6, 2021 at 8:00 AM in Eatonton

Commissioner Sharp: none

Commissioner Wooten: commented that he has been here a year now and has never worked with such good people

Chairman Webster: advised that the November 16, 2021 BOC meeting will be cancelled

**Executive Session**

18. Enter Executive Session as allowed by O.C.G.A. 50-14-4 for Personnel, Litigation, or Real Estate

**Motion to enter Executive Session as allowed by O.C.G.A. 50-14-4 for Litigation.**

**Motion made by Commissioner McElhenney, Seconded by Commissioner Sharp.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten**

Meeting closed at approximately 10:20 a.m.

19. Reopen meeting and execute Affidavit concerning the subject matter of the closed portion of the meeting

**Motion to reopen the meeting and execute the Affidavit concerning the subject matter of the closed portion of the meeting.**

**Motion made by Commissioner Sharp, Seconded by Commissioner McElhenney.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp, Commissioner Wooten**

Meeting reopened at approximately 11:35 a.m.

20. Action, if any, resulting from the Executive Session  
No action was taken.

Draft Minutes	Page 5 of 6	
November 5, 2021		



**Closing**

21. Adjournment

**Motion to adjourn the meeting.**

**Motion made by Commissioner McElhenney, Seconded by Commissioner Sharp.**

**Voting Yea: Commissioner McElhenney, Commissioner Brown, Commissioner Sharp,  
Commissioner Wooten**

Meeting adjourned at approximately 11:36 a.m.

ATTEST:

Lynn Butterworth  
County Clerk

Billy Webster  
Chairman

# PUTNAM COUNTY BOARD OF COMMISSIONERS



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Office of the County Clerk  
117 Putnam Drive, Suite A ♦ Eatonton, GA 31024  
706-485-5826 (main office) ♦ 706-485-1877 (direct line) ♦ 706-923-2345 (fax)  
[lbutterworth@putnamcountyga.us](mailto:lbutterworth@putnamcountyga.us) ♦ [www.putnamcountyga.us](http://www.putnamcountyga.us)

The draft minutes of the November 5, 2021 Executive Session are available for Commissioner review in the Clerk's office.

**INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT, (this "Agreement") is made and entered into as of the 15 day of November, 2021, by and between the PUTNAM COUNTY HOSPITAL AUTHORITY, a political subdivision of the State of Georgia (the "Authority"), and PUTNAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County").

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I (a) of the Georgia Constitution (the "Intergovernmental Contracts Clause") authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority; and

WHEREAS, the County has received funding through the American Rescue Plan Act<sup>1</sup>, adopted March 11, 2021, pursuant to Section 603, the Coronavirus Local Fiscal Recovery Fund ("Fiscal Recovery Funds"); and

WHEREAS, the Secretary of the Treasury has issued the interim final rule to implement the Fund<sup>2</sup>, which directs recipients of Fiscal Recovery Funds may use such funds to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency or to provide grants to third-party employers with eligible workers performing essential work<sup>3</sup>; and

WHEREAS, the Authority owns and operates all hospital facilities within the County and employees several eligible workers who served and continue to perform essential work directly for the benefit of the citizens of the County during to COVID-19 pandemic, and has identified 149 employees currently employed by the Authority who have provided such services; and

WHEREAS, the County desire to provide certain funds from the County's allotment of Fiscal Recovery Funds to the Authority to provide premium payment, as contemplated within the interim final rule adopted by the Secretary of the Treasury, to employees of the Authority who are eligible workers.

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the County do hereby agree as follows:

<sup>1</sup> 42 U.S.C. 801 et seq.

<sup>2</sup> 31 CFR Part 35

<sup>3</sup> Section 603(g)(2) defines eligible worker to mean "those workers needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as each Governor of a State or territory, or each Tribal government, may designate as critical to protect the health and well-being of the residents of their State, territory, or Tribal Government."



**ARTICLE 1.**

**EFFECTIVE DATE**

This Agreement shall become effective upon its execution and shall continue in effect until the end of the second full fiscal year in which the Authority has fully distributed all Fiscal Recovery Funds allocated by the County to Authority or upon the event of closure or transfer of ownership of Putnam General Hospital, whichever occurs first, but shall not remain effective for a period of time greater than 50 years from execution of this Agreement.

**ARTICLE 2.**

**FISCAL RECOVERY FUNDS**

The County shall allocate \$244,918.00 to the Authority to provide premium pay to Authority employees who are otherwise eligible as established by then applicable laws, regulations, and/or rules adopted by the federal government. The Authority shall have exclusive responsibility for paying or providing for all the costs of associated with payment to the 149 eligible employees for premium pay, and such funds shall be used for this purpose solely.

**ARTICLE 3.**

**RECORD KEEPING AND AUDIT PROCEDURES; RECONCILING**

(a) The Authority shall keep detailed records of the Fiscal Recovery Funds proceeds received from the County, and the Authority shall keep detailed records of all allocations and otherwise abide by generally accepted accounting procedures. The County shall have the right to review and be provided copies of all such records upon request to the Authority.

(b) The Authority shall provide the County with an annual non audited reconciliation of allocation of Fiscal Recovery Funds and with all costs associated therewith. Such reconciliation shall be provided by the Authority to the County within 60 days of the end of each fiscal year in which such funds were distributed.

**ARTICLE 4.**

**ASSIGNABILITY**

This Agreement is not assignable to any other party without the express adoption of a resolution assigning the same by both parties to this Agreement.

**ARTICLE 5.**

**MISCELLANEOUS**

(a) Any controversy arising under this Agreement shall be heard within the Superior Court of Putnam County.

(b) Should any phrase, clause, sentence, or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.

(c) This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

(d) This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

PUTNAM COUNTY, GEORGIA



(SEAL)

By: Billy Webster  
Billy Webster, Chairman

Attest:

Lynn Bettendorf  
Clerk

PUTNAM COUNTY HOSPITAL AUTHORITY

By: Jerry Gregory  
Jerry Gregory, Chairman

(SEAL)

Attest:

Antia Morris  
Clerk

**File Attachments for Item:**

12. Request for Final Plat Subdivision Approval by The Verde Corporation/James Jenkins (staff-P&D)





# PUTNAM COUNTY PLANNING & DEVELOPMENT

117 Putnam Drive, Suite B ◊ Eatonton, GA 31024

Tel: 706-485-2776 ◊ 706-485-0552 fax ◊ www.putnamcountyga.us

## REQUEST FOR FINAL FLAT SUBDIVISION APPROVAL

THE UNDERSIGNED HEREBY REQUESTS AN INSPECTION OF SUBDIVISION FOR FINAL PLAT APPROVAL.

APPLICANT: The Verde Corporation/James Jenkins

ADDRESS: 996-B Milledgeville Rd.  
Eatonton, GA 31024

PHONE: (706) 485-4707/ [REDACTED]

PROPERTY OWNER IS DIFFERENT FROM ABOVE: same

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

PROPERTY: \_\_\_\_\_

SUBDIVISION NAME: Plantation Pines Business Park

LOCATION: \_\_\_\_\_

MAP 086 PARCEL 005,007,003001 NUMBER OF ACRES 44.57+ PHASE \_\_\_\_\_

### SUPPORTING INFORMATION ATTACHED TO APPLICATION:

- \_\_\_\_\_ FOUR COPIES OF THE AS-BUILT SURVEY
- \_\_\_\_\_ BOND FOR PERFORMANCE/MAINTENANCE
- \_\_\_\_\_ DEDICATION DEEDS FOR EASEMENTS, STREETS, and RIGHT-OF-WAYS

\*APPLICANT HEREBY AFFIRMS THAT APPLICANT IS THE PROPERTY OWNER OR HAS THE LEGAL AUTHORITY TO SIGN THIS FORM ON OWNER'S BEHALF AND APPLICANT AGREES TO INDEMNIFY AND HOLD PUTNAM COUNTY HARMLESS IN THE EVENT IT IS DETERMINED APPLICANT DOES NOT HAVE SUCH LEGAL AUTHORITY.

\*SIGNATURE OF APPLICANT: *James B. Jenkins* DATE: 11/04/2021  
*Corporate Secretary*

FOR OFFICE USE			
DATE FILED: <u>10/14/21</u>	FILING FEE: <u>\$330.00</u>		
CHECK NO. <u>5071</u> CASH: _____	CREDIT CARD _____	RECEIPT# _____	
BOC MEETING _____	DATE SIGNED: _____		

*JK*



# SHEET 1 OF 2 FINAL PLAT FOR PLANTATION PINES BUSINESS PARK PHASE 2 LAND LOT 217, DISTRICT 2 GEORGIA MILITIA DISTRICT 312 PUTNAM COUNTY, GEORGIA

**OWNER / DEVELOPER:**  
James H. Jenkins, Jr.  
2955 Millersville Rd  
Eatonton, Georgia 31024  
Office Phone: 706.458.4707  
Contact: James H. Jenkins, Jr.  
Email: skylinecon@aol.com

FOR CLERK'S OFFICE USE

### SUBJECT PROPERTY INFORMATION:

CURRENT OWNER: THE VERDE CORPORATION  
DEED RECORD D.B. 493, p. 307, D.B. 509, p. 525, D.B. 740, p. 454  
PLAT RECORD I.B. 27, p. 38, 32, p. 32  
TAX RECORD: PARCELS 086 005, 086 007 AND 086 003/031  
THE FIELD SURVEY WAS COMPLETED IN JULY 2003.  
THE PROPERTY SHOWN HEREON IS NOT LOCATED WITHIN A FLOODPLAIN AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP PANEL 13217C 0275C FOR PUTNAM COUNTY, GEORGIA DATED 9-26-2008.  
EASEMENTS OR RIGHTS-OF-WAY MAY EXIST WHICH ARE NOT SHOWN HEREON AND MAY BE RECORDED OR UNRECORDED.  
THE HORIZONTAL REFERENCE IS GEORGIA STATE PLANE, WEST ZONE, NAD83 (2011) IN US SURVEY FEET.  
THE VERTICAL DATUM IS NAVD83 IN FEET.

### SURVEYOR'S CERTIFICATION

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AS TO THE PROPERTY LINES AND ALL IMPROVEMENTS SHOWN HEREON, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 364,800 FEET. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 364,800 FEET, AND CONTAINS A TOTAL OF 8.45 ACRES. THE EQUIPMENT USED TO OBTAIN THE ORIGIN AND ANGLE MEASUREMENTS WERE A SINO TRIMBLE 5100 TOTAL STATION FREQUENCY 818 GLOBAL POSITIONING SYSTEM RECEIVER REFERENCING THE GPS STATION NETWORK AND HAVING A RELATIVE POSITIONAL ACCURACY OF LESS THAN 0.04 FEET.

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. 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. FOR ANY APPLICABLE LOCAL JURISDICTION THAT REQUIRES APPROVAL OF THIS TYPE OF PLAT, THE NAMES OF THE INDIVIDUALS SIGNING OR APPROVING THIS PLAT, THE NATURE OR OFFICE OF THAT INDIVIDUAL, AND THE TYPE OF APPROVAL ARE LISTED IN THE APPROVAL TABLE SHOWN. FOR ANY APPLICABLE LOCAL JURISDICTION THAT DOES NOT REQUIRE APPROVAL OF THIS TYPE OF PLAT, THE NAME OF SUCH LOCAL JURISDICTION AND THE NUMBER OF THE APPLICABLE ORDINANCE OR RESOLUTION PROVIDING THAT SUCH APPROVAL IS REQUIRED ARE LISTED IN THE APPROVAL TABLE SHOWN. SUCH APPROVALS, AFFIRMATIONS, OR ORDINANCES OR RESOLUTION NUMBERS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENT AGENCIES BY ANY PURCHASER OR USER OF THIS PLAT AS INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED 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.

*Robert G. Jordan*  
Robert G. Jordan, GA RES 2902

### OWNER'S ACKNOWLEDGEMENT & DECLARATION:

STATE OF GEORGIA, PUTNAM COUNTY

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THEREIN BY PERSON OR THROUGH A duly AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND DECATES BY THIS ACKNOWLEDGMENT AND DECLARATION TO THE USE OF THE PUBLIC FOR ALL STREETS, SEWER COLLECTORS, UTILITY STATIONS, GRABAS, EASEMENTS, AND OTHER PUBLIC UTILITIES AND APPOINTMENTS THEREON SHOWN.

### OWNER & SUBSCRIBER:

JAMES H. JENKINS, JR.  
BY: *James H. Jenkins, Jr.* DATE: 10/20/21

NF 086 004  
GEORGIA POWER COMPANY  
CIP MAP NO. 14-040  
SHEET 1 OF 16  
ZONED AG

### FINAL PLAT APPROVAL:

THE DIRECTOR OF THE PLANNING AND DEVELOPMENT DEPARTMENT OR DESIGNER CERTIFIES THAT THIS PLAT COMPLIES WITH THE PUTNAM COUNTY DEVELOPMENT REGULATIONS.  
*Alba Cochran* 11-8-21  
DIRECTOR, PLANNING AND DEVELOPMENT DEPARTMENT

### HEALTH DEPARTMENT CERTIFICATION:

THE LOTS SHOWN HAVE BEEN REVIEWED BY THE PUTNAM COUNTY HEALTH DEPARTMENT AND ARE APPROVED FOR DEVELOPMENT. EACH LOT MUST BE REVIEWED AND APPROVED FOR SEPTIC TANK INSTALLATION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. *Lot 1 will need to be separate to*  
*Robert Hill* 10/26/21 recommended  
PUTNAM COUNTY HEALTH DEPARTMENT

### INFRASTRUCTURE CERTIFICATIONS:

A. PUBLIC WORKS  
I HEREBY CERTIFY THAT THE ROAD(S) MEET THE REQUIREMENTS OF THE PUTNAM COUNTY DEVELOPMENT REGULATIONS.  
*Billie McFadden* 10/20/21  
PUBLIC WORKS DIRECTOR

B. FORTSON PUTNAM WATER AND SEWER AUTHORITY (EPWSA)  
I HEREBY CERTIFY THAT THE WATER SYSTEM MEETS THE INSTALLATION REQUIREMENTS OF THIS DEPARTMENT.  
*Billie McFadden* 10/20/21  
EPWSA DIRECTOR

### DESIGN INFORMATION:

CURRENT ZONING: I-1 INDUSTRIAL MANUFACTURING DISTRICT  
PUTNAM COUNTY CODE OF ORDINANCES  
SECTION 66-7 ZONING - I-1 INDUSTRIAL MANUFACTURING DISTRICT  
SECTION 66-111 PURPOSE.  
THE I-1 ZONING DISTRICT IS INTENDED TO PROVIDE AREAS FOR INDUSTRIES THAT MANUFACTURE, FABRICATE, CHANGE, OR ALTER MATERIALS TO FORM A PRODUCT OR SUBASSEMBLY, USES THAT IN THE NORMAL COURSE OF BUSINESS MUST STORE MATERIALS OUTDOORS, HAVE VEHICLES, EQUIPMENT, AND LIQUIDS PARKED OR STORED IN CONTAINERS OR THAT THE NATURE OF THE INDUSTRY NECESSITATES OUTDOOR ASSEMBLY OF ALL OR PART OF THE GOODS PRODUCED SHOULD BE IN THIS DISTRICT.

### SECTION 66-113 DEVELOPMENT STANDARDS:

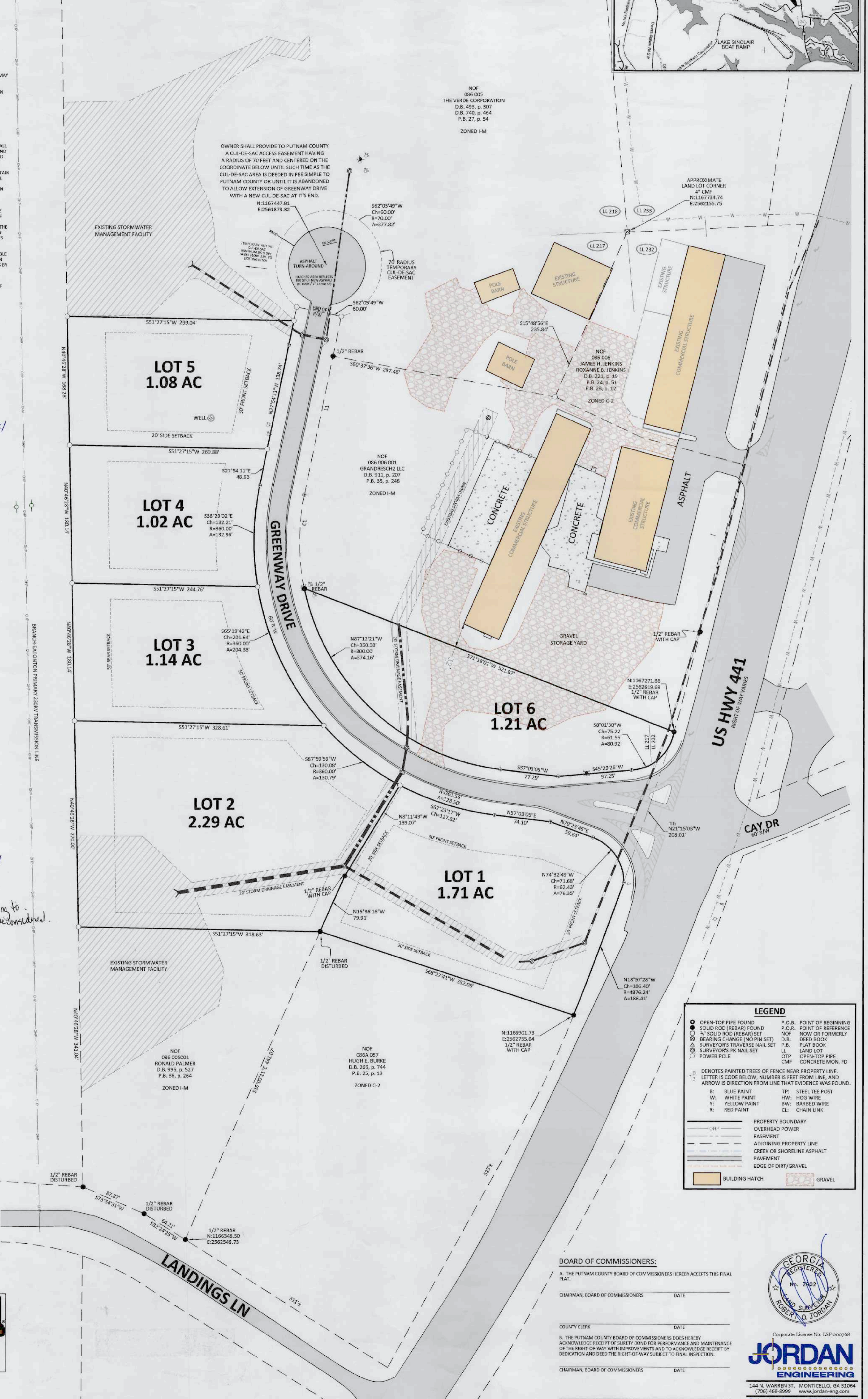
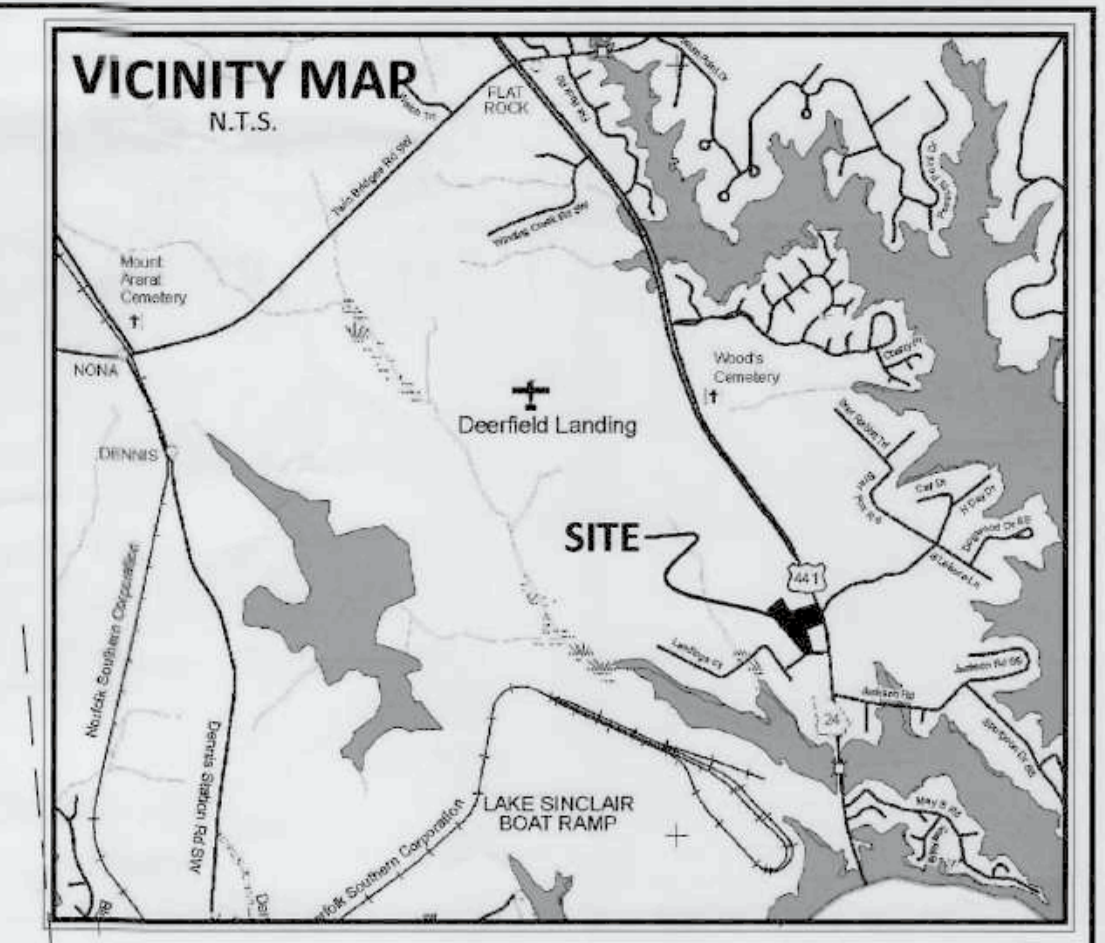
MINIMUM LOT SIZE: 1.0 ACRE  
MINIMUM LOT WIDTH AT SETBACK LINE: 100 FEET  
MINIMUM SETBACK REQUIREMENTS:  
FRONT SETBACK: 80 FEET  
SIDE SETBACK: 30 FEET  
REAR SETBACK: 80 FEET

### UTILITY PROVIDERS:

POWER: GEORGIA POWER COMPANY  
BUSINESS SOLUTIONS CENTER 1-888-955-5888  
WATER: PUTNAM COUNTY WATER AUTHORITY  
www.epwsa.com  
706-465-5202  
SEWER: INDIVIDUAL ON-SITE SEPTIC SYSTEMS  
PUTNAM COUNTY DEPARTMENT OF PUBLIC HEALTH  
706-465-8991



SCALE 1" = 60'  
OCTOBER 25, 2021



### LEGEND

○	OPEN-TOP PIPE FOUND	P.O.B.	POINT OF BEGINNING
○	SOLID ROD (REBAR) FOUND	P.O.R.	POINT OF REFERENCE
○	1" SOLID ROD (REBAR) SET	NOF	NOT FORMERLY
○	BEARING CHANGE (IND. IN SET)	D.B.	DEED BOOK
○	SURVEYOR'S TRAVERSE NAIL SET	P.B.	PLAT BOOK
○	SURVEYOR'S 3/4" NAIL SET	LL	LAND LOT
○	POWER POLE	OTF	OPEN-TOP PIPE
○		CMF	CONCRETE MON. FD
○			DENOTES PAINTED TREES OR FENCE NEAR PROPERTY LINE. LETTER IS CODE BELOW, NUMBER IS FEET FROM LINE, AND ARROW IS DIRECTION FROM LINE THAT EVIDENCE WAS FOUND.
B.	BLUE PAINT	TP.	STEEL TEE POST
W.	WHITE PAINT	HW.	HOD WIRE
Y.	YELLOW PAINT	RW.	RARE WIRE
R.	RED PAINT	CL.	CHAIN LINK
---	PROPERTY BOUNDARY		
---	OVERHEAD POWER		
---	EASEMENT		
---	ADJOINING PROPERTY LINE		
---	CREEK OR SHORELINE ASPHALT		
---	PAVEMENT		
---	EDGE OF DIRT/GRAVEL		
---	BUILDING HATCH		
---	GRAVEL		

### BOARD OF COMMISSIONERS:

A. THE PUTNAM COUNTY BOARD OF COMMISSIONERS HEREBY ACCEPTS THIS FINAL PLAT.

CHAIRMAN, BOARD OF COMMISSIONERS \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

B. THE PUTNAM COUNTY BOARD OF COMMISSIONERS DOES HEREBY ACKNOWLEDGE RECEIPT OF SURVEY RECORD FOR PERFORMANCE AND MAINTENANCE OF THE RIGHT-OF-WAY WITH IMPROVEMENTS AND TO ACKNOWLEDGE RECEIPT BY DEDICATION AND DEED THE RIGHT-OF-WAY SUBJECT TO FINAL INSPECTION.

CHAIRMAN, BOARD OF COMMISSIONERS \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY CLERK \_\_\_\_\_ DATE \_\_\_\_\_





**File Attachments for Item:**

13. Authorization for Chairman to sign the Revised Drug and Alcohol Testing Policy for Putnam County Transit (staff-Transit)



**RED TEXT = changes/additions**

**YELLOW HIGHLIGHTED TEXT = previous policy (for comparison purposes)**

**DRUG AND ALCOHOL TESTING POLICY  
[PUTNAM COUNTY]**

**Adopted as of December 3, 2021**

**A. PURPOSE**

- 1) The Putnam County Board of Commissioners provides public transit and paratransit services for the residents of Putnam County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Putnam declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
  
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result, or a refusal to test. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
  
- 3) Any provisions set forth in this policy that are included under the sole authority of Putnam County and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Putnam County will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

**B. APPLICABILITY**

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who operates a **non-revenue service** vehicle that requires a Commercial Driver’s License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

**Previous Policy:**

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who operates a vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

**C. DEFINITIONS**

*Accident:* An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied

temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

*Adulterated specimen:* A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

*Alcohol:* The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

*Alcohol Concentration:* Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

*Aliquot:* A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

*Canceled Test:* A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

*Confirmatory Drug Test:* A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

*Confirmatory Validity Test:* A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

*Covered Employee Under FTA Authority:* An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

*Designated Employer Representative (DER):* An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

*DOT, The Department, DOT Agency:* These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic



Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

*Dilute specimen:* A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

*Disabling damage:* Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

*Evidentiary Breath Testing Device (EBT):* A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

*Initial Drug Test: (Screening Drug Test)* The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

*Initial Specimen Validity Test:* The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

*Invalid Result:* The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

*Laboratory:* Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

*Limit of Detection (LOD):* The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

*Limit of Quantitation:* For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

*Medical Review Officer (MRO):* A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

*Negative Dilute:* A drug test result which is negative for the five drug/drug metabolites but has **creatinine and** specific gravity values that are lower than expected for human urine.

**Previous Policy:**

**Negative Dilute:** A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

*Negative result:* The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

*Non-negative test result:* A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.

*Oxidizing Adulterant:* A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

*Performing (a safety-sensitive function):* A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

*Positive result:* The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

*Prohibited drug:* Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine as specified in 49 CFR Part 40, as amended.

*Reconfirmed:* The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

*Rejected for Testing:* The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

*Revenue Service Vehicles:* All transit vehicles that are used for passenger transportation service.

*Safety-sensitive functions:* Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling the movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

*Split Specimen Collection:* A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

*Substance Abuse Professional (SAP):* A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

*Substituted specimen:* A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

*Test Refusal:* The following are considered a refusal to test if the employee:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.



- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or the employer for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.
- (14) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

*Vehicle:* A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

*Verified negative test:* A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use at or above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

*Verified positive test:* A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

*Validity testing:* The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

#### **D. EDUCATION AND TRAINING**

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal

health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

**E. PROHIBITED SUBSTANCES**

- 1) Prohibited substances addressed by this policy include the following.
  - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1308.11 through 1308.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. It is important to note that the use of marijuana in any circumstances remains completely prohibited for any safety-sensitive employee subject to drug testing under USDOT regulations. The use of marijuana in any circumstance (including under state recreational and/or medical marijuana laws) by a safety-sensitive employee is a violation of this policy and a violation of the USDOT regulation 49 CFR Part 40, as amended.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Putnam County supervisor and the employee is required to provide a written release from his/her doctor or pharmacist

indicating that the employee can perform his/her safety-sensitive functions.

- c. Alcohol: The use of beverages containing alcohol (including mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited.

**Previous Policy:**

Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited.

**F. PROHIBITED CONDUCT**

- 1) Illegal use of the drugs listed in this policy and as defined in 49 CFR Part 40, as amended is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty if they have used a prohibited drug as defined in 49 CFR Part 40, as amended.

**Previous Policy:**

All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
  - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug



and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:

- i. The employee's alcohol concentration measures less than 0.02; or
- ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 7) Putnam County, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all Putnam County employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

**G. DRUG STATUTE CONVICTION**

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Putnam County management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

**H. TESTING REQUIREMENTS**

- 1) Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up.

- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under Putnam County authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

**Previous Policy:**

2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion or random alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under Putnam County authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

- 3) All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with Putnam County. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

**I. DRUG TESTING PROCEDURES**

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography/Mass Spectrometry (LC/MS) test will be performed. The

test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS or LC/MS test are at or above the minimum thresholds established in 49 CFR Part 40, as amended.

**Previous Policy:**

2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.

- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to Putnam County. If a legitimate explanation is found, the MRO will report the test result as negative.
- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and



testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Putnam County will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however Putnam County will seek reimbursement for the split sample test from the employee.

- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.
- 7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.
- 8) Observed collections
  - a. Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
    - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Putnam County that there was not an adequate medical explanation for the result;
    - ii. The MRO reports to Putnam County that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
    - iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).

- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- v. The temperature on the original specimen was out of range;
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

**J. ALCOHOL TESTING PROCEDURES**

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.
- 2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is

- not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) Putnam County affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
  - 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

#### **K. PRE-EMPLOYMENT TESTING**

- 1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.
  - a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
  - b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
  - c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
  - d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result,



the employee shall be subject to disciplinary action in accordance with Section Q herein.

- e. If a pre-employment test is canceled, Putnam County will require the applicant to take and pass another pre-employment drug test.
- f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide Putnam County with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. Putnam County is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide Putnam County proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

**L. REASONABLE SUSPICION TESTING**

- 1) All Putnam County FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be

adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Putnam County' authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.

- 2) Putnam County shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the Putnam County
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. Putnam County shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the Putnam County. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

**M. POST-ACCIDENT TESTING**

- 1) FATAL ACCIDENTS – A covered employee will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the

accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

- 2) NON-FATAL ACCIDENTS – A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:
  - a. The accident results in injuries requiring immediate medical treatment away from the scene, **unless the covered employee can be completely discounted as a contributing factor to the accident.**
  - b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, **unless the covered employee can be completely discounted as a contributing factor to the accident.**

**Previous Policy:**

- a. The accident results in injuries requiring immediate medical treatment away from the scene, and the covered employee may have contributed to the accident.
- b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, and the covered employee may have contributed to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.



Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Putnam County is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Putnam County may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

**N. RANDOM TESTING**

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Employees who may be covered under company authority will be selected from a pool of non-DOT-covered employees.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been

previously tested. There is no discretion on the part of management in the selection.

- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under Putnam County authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under Putnam County authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

**O. RETURN-TO-DUTY TESTING**

Putnam County will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety. **The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.**

**Previous Policy:**

Putnam County will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive

drug test a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety.

**P. FOLLOW-UP TESTING**

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP’s assessment of the employee’s unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee’s return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

**Q. RESULT OF DRUG/ALCOHOL TEST**

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in



termination and referral to a list of USDOT qualified SAPs. A test refusal is defined as any of the following circumstances:

- a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- b. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- c. Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- d. In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- e. Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- f. Fail or decline to take a second test as directed by the collector or the employer for drug testing.
- g. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- h. Fail to cooperate with any part of the testing process.
- i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- j. Possess or wear a prosthetic or other device used to tamper with the collection process.
- k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
- l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- m. Fail to remain readily available following an accident.
- n. **As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.**

**Previous Policy:**  
**Ended at "m."**

- 4) An alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  BAC shall result in the removal of the employee from duty for eight hours or the remainder or the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NONDOT alcohol test with a result of less than 0.02 BAC.
- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:

- a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return-to-work agreement;
  - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from Putnam County employment.
    - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in Section P of this policy; however, all follow-up testing performed as part of a return-to-work agreement required under section Q of this policy is under the sole authority of Putnam County and will be performed using non-DOT testing forms.
  - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return-to-work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
  - d. **A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.**
  - e. Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.
  - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Putnam County.
  - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

**R. GRIEVANCE AND APPEAL**

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

**S. PROPER APPLICATION OF THE POLICY**

Putnam County is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

**T. INFORMATION DISCLOSURE**

- 1) Drug/alcohol testing records shall be maintained by the Putnam County Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need-to-know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the



information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.

- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Putnam County or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the Putnam County Board of Commissioners on December 3, 2021.

\_\_\_\_\_  
Chairman Billy Webster

ATTEST: \_\_\_\_\_  
Lynn Butterworth, County Clerk

### Attachment A

<u>Job Title</u>	<u>Job Duties</u>	<u>Testing Authority</u>
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**Transit System Supervisor**-- Hires, supervises, evaluates, and schedules the work of PTS employees engaged in operating passenger vans or buses to transport county residents to various locations inside and outside of the county; disciplines and counsels' subordinates.

- 0 Logs incoming calls; communicates passenger information to drivers; dispatches drivers to calls; operates two-way radio to communicate with drivers on assigned routes or assignments.
- 0 Prepares bus routes.
- 0 Receipts fees from drivers.
- 0 Oversees the maintenance of department vehicles.
- 0 Prepares and administers the transportation budget.
- 0 Completes required reports.
- 0 Maintains department inventory.
- 0 Trains employees in vehicle operations, related clerical work, and customer service.
- 0 Reviews and approves time sheets.
- 0 Performs other related duties as assigned.

**Testing Authority: FTA/DOT**

**Transit System Driver**-- Drives a PTS van or mini-bus to transport clients to medical appointments and other locations.

- 0 Assists the disabled and elderly with packages such as groceries, etc.; helps patrons on and off the bus when needed.
- 0 Communicates with dispatcher for additional or added work load.
- 0 Records client pick-up and drop-off times; records vehicle mileage.
- 0 Completes pre-trip safety inspections of vehicles; performs minor vehicle maintenance; reports vehicle maintenance issues to supervisor.
- 0 Operates a lift van to load and unload clients.
- 0 Accepts money from patrons; maintains records of some.
- 0 Assists clients by scheduling transportation times.
- 0 Performs other related duties as assigned.

Testing Authority: FTA/DOT

**Mechanic**--- Assists in small and large engine repair work; repairs weed-eaters, lawnmowers, cars, trucks, and construction equipment.

- 0 Assists in servicing county vehicles and equipment; checks and changes fluids.
- 0 Checks and replaces belts, hoses, and brakes.
- 0 Assists in performing road service and repairs as needed.
- 0 Transports personnel to and from equipment as needed.
- 0 Repairs and replaces tires.
- 0 Performs other related duties as assigned.

Testing Authority: FTA/DOT



**Attachment B Contacts**

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

[PUTNAM COUNTY] Drug and Alcohol Program Manager

Name: Cynthia Miller  
Title: Human Resources Director  
Address: 117 Putnam Drive, Suite A Eatonton, GA 31024  
Telephone Number: 706-485-5826

Medical Review Officer

Name: Allied Safety & Health LLC: Dr. Dan Azar  
Title: AAMRO  
Address: 2315 E Palmdale Blvd Suite G Palmdale CA. 93550  
Telephone Number: 661-274-0127

**Previous Policy:**

**Dr. Tom Le**

Substance Abuse Professional #1

Name: Dawn Dreiger  
Title: SRS-SAP Referral Services LLC  
Address: 8831 Satyr Hill Rd. Baltimore MD. 21234  
Telephone Number: 410-668-8110

Substance Abuse Professional #2

Name: Dawn Dreiger  
Title: SRS-SAP Referral Services LLC  
Address: 8831 Satyr Hill Rd. Baltimore MD. 21234  
Telephone Number: 410-668-8110

HHS Certified Laboratory Primary Specimen

Name: Medtox Laboratories  
Address: 402 W County Rd St Paul MN. 55112  
Telephone Number: 800-832-3244

**Previous Policy:**

**National Toxicology Lab**

HHS Certified Laboratory Split Specimen

Name: LabCorp  
Address: 904 TW Alexander Der Research Triagle PA. 27709

Telephone Number: 919-572-6900

Previous Policy:  
MEDTOX Lab

**File Attachments for Item:**

14. Authorization for Chairman to sign the Restated ACCG 401(a) Defined Contribution Plan Adoption Agreement and Resolution to Adopt Restated Defined Contribution Plan (staff-CM)



DATE: October 6, 2021

TO: Putnam County, a Participating Employer in the ACCG Defined Contribution Plan

RE: **Action Required by March 31, 2022**, to Restate Your ACCG Defined Contribution Plan

---

We are writing to inform you that your jurisdiction needs to restate your ACCG 401(a) Defined Contribution Plan (“DC Plan” or “Plan”) by March 31, 2022. The restatement incorporates changes to the Plan that must be made to reflect changes in the law and to protect the Plan’s tax-qualified status under the Internal Revenue Code. The restatement also incorporates any amendments to the Plan that have been approved by your jurisdiction and by ACCG since the last Plan restatement.

ACCG has obtained Internal Revenue Service (IRS) preapproval for the amended and restated ACCG 401(a) Defined Contribution Plan Document and the accompanying amended and restated Adoption Agreement. The effective date of the amended and restated DC Plan will be January 1, 2022. Below is a more detailed description of the steps you will need to take to complete the restatement process:

1. Keep the Amended and Restated ACCG 401(a) DC Plan Document and IRS Letter for Your Files

Copies of the amended and restated ACCG 401(a) Defined Contribution Plan Document (“Governmental 401(a) Defined Contribution Plan ACCG Basic Plan Document No. 1”) and the IRS’s advisory opinion on the document are included with this notice. Please keep a copy of both documents for your files. It is not necessary for you to execute the Plan Document.

2. Review Elections Included in Amended and Restated Adoption Agreement

A copy of the amended and restated DC Plan Adoption Agreement is included with this notice. The numbered sections of the new Adoption Agreement correspond with the numbered sections of the new Plan Document. The new Adoption Agreement has been completed to reflect your current Plan elections except as otherwise noted below with respect to certain default elections. Please review the new Adoption Agreement carefully to make sure that the checked boxes and other provisions accurately reflect the current terms of your Plan, including any amendments you may have previously made.

Some new elections have been added to the Adoption Agreement to reflect changes in the law or administrative requirements. Your new Adoption Agreement has been completed to reflect suggested default elections in connection with these items. Included with this notice is a list highlighting some of these default elections. **Please contact your ACCG Regional Client Manager *before the Adoption Agreement is adopted and executed* if you need ACCG to check a different box or otherwise make a change to any of the elections shown in the new Adoption Agreement. ACCG must be informed in writing of any changes you wish to make.** Each jurisdiction should review the amended and restated DC Plan with its legal counsel to ensure that the new Adoption Agreement has been properly completed before it is adopted and executed.

At the back of the new Adoption Agreement you will see an Additional Provisions Addendum and a Superseding Provisions Addendum. If your current DC Plan Adoption Agreement includes certain “other” box provisions that will not fit within the new Adoption Agreement, they appear in the Additional Provisions Addendum or in the Superseding Provisions Addendum. Please note the IRS determination letter received for the amended and restated DC Plan does not extend to provisions included in the Superseding Provisions Addendum. The Superseding Provisions Addendum includes more information on the IRS’s position on Superseding Provisions. If this affects your jurisdiction, please consult with your ACCG representative if you have questions.

3. Adopt Resolution to Approve Amended and Restated DC Plan, Execute Adoption Agreement

When you have reviewed the new Adoption Agreement and are satisfied that it has been properly completed, please have your jurisdiction’s governing authority adopt the new Adoption Agreement. We have included a draft resolution with this notice that you may use for this purpose in consultation with your legal counsel.

Once the resolution has been adopted, please have the authorized individual, i.e., the individual authorized by the resolution to sign the document, sign and date the Adoption Agreement on behalf of the jurisdiction in the signature block on the last page of the Adoption Agreement, just before the Prior Service Addendum. In most cases the signature block appears on page 18 of the Adoption Agreement.

4. Return Copy of Executed Resolution and Adoption Agreement to ACCG

After the resolution and Adoption Agreement have been executed on behalf of the jurisdiction, please scan and return a copy of both executed documents to your ACCG Regional Client Manager via email.

Thank you for your attention to the above. Please contact me at 404.401.0692 or via email at [khodges@accg.org](mailto:khodges@accg.org) if you have any questions or need further information about the DC Plan restatement or ACCG Retirement Services.

Sincerely,



R. Kale Hodges  
Retirement Services Director  
ACCG Retirement Services



TAX EXEMPT AND  
GOVERNMENT ENTITIES  
DIVISION

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

Plan Description: Non-Standardized Pre-Approved Profit Sharing Plan  
FFN: 317E1090002-001 Case: 201800528 EIN: 58-1044477  
Letter Serial No: Q702321a  
Date of Submission: 12/18/2018

ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA  
191 PEACHTREE STREET NE, SUITE 700  
ATLANTA, GA 30303

Contact Person:  
Janel Hayes  
Telephone Number:  
513-975-8319  
In Reference To: TEGE:EP:7521  
Date: 06/30/2020

Dear Applicant:

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

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

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

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

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

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

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

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

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



ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA  
 FFN: 317E1090002-001  
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- . An Individual medical account as defined in IRC Section 415(l)(2), which is part of a pension or annuity plan maintained by the employer
- . A simplified employee pension plan

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Keep this letter for your records.

Sincerely Yours,

*Khin M. Chow*

Khin M. Chow  
Director, EP Rulings & Agreements

Letter 6186 (June-2020)  
Catalog Number 72434C

**GOVERNMENTAL  
401(a) DEFINED CONTRIBUTION PLAN  
ACCG BASIC PLAN DOCUMENT No. 1**



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## ARTICLE I: PURPOSE AND ADOPTION

This preapproved plan consists of two parts: (1) an Adoption Agreement that is a separate document and (2) a preapproved ACCG Basic Plan Document. Each part contains substantive provisions that are integral to the operation of the Plan. The Adoption Agreement is the means by which an adopting Employer elects the optional provisions that shall apply under its plan. The ACCG Basic Plan Document describes the standard provisions elected in the Adoption Agreement.

The Adoption Agreement is completed by the adopting Employer. Provisions appearing on the Additional Provisions Addendum of the Adoption Agreement, if present, supplement or alter provisions appearing in the Adoption Agreement and the ACCG Basic Plan Document in the manner described within that Addendum. Provisions appearing on the Plan Superseding Provisions Addendum of the Adoption Agreement, if present, supersede any conflicting provisions appearing in the Adoption Agreement, the ACCG Basic Plan Document or any addendum to either in the manner described therein. This Plan is intended to be a profit sharing plan that meets the applicable requirements of Sections 401(a), and 501(a) of the Internal Revenue Code of 1986, as amended (the “Code”) by meeting the requirements for governmental plans under Code Section 414(d) and 414(h). The Basic Plan Document and Adoption Agreement are for adoption only governmental Employers, as defined under Code Section 414(d). No Employer may adopt this Plan without the consent of the Association County Commissioners of Georgia (ACCG).

## ARTICLE II: DEFINITIONS

For purposes of the Plan, the following terms, when used with an initial capital letter, shall have the meanings set forth below unless a different meaning plainly is required by the context.

### 2.01 Account

Account means the amount of money or other property set aside for the Participant in the Trust Fund, evidenced by the last balance posted to the account established for such individual. The Third Party Service Provider may establish and maintain separate subaccounts for each such individual. “Account” shall refer to the aggregate of all separate subaccounts or to individual, separate subaccounts, as may be appropriate in context.

### 2.02 Active Participant

Active Participant means, for any Plan Year (or any portion thereof), any Eligible Employee who, pursuant to the terms of Article III, has been admitted to, and not removed from, active participation in the Plan since his Employment or Reemployment Commencement Date.

### 2.03 Adoption Agreement

Adoption Agreement means the document executed by each Employer adopting this Plan. The terms of the Plan and Trust, as modified by the terms of an adopting Employer’s Adoption Agreement shall constitute a separate Plan to be construed as a single Plan.

**2.04 Affiliate**

Affiliate means the Employer and any company, person or organization which is a member of the same controlled group of corporations [within the meaning of Code Section 14(b)] as the Employer; is a trade or business (whether or not incorporated) which controls, is controlled by or is under common control with [within the meaning of Code Section 414(c)] the Employer; is a member of an affiliated service group [as defined in Code Section 414(m)] which includes the Employer; or is required to be aggregated with the Employer pursuant to regulations promulgated under Code Section 414(o). Solely for purposes of Code Section 415 and Section 5.03 of the Plan, the term “Affiliate” as defined in this Section shall be deemed to include corporations that would be Affiliates if the phrase “more than 50 percent” were substituted for the phrase “at least 80 percent” in each place the latter phrase appears in Code Section 1563(a)(1).

**2.05 Annual Addition**

Annual Addition means the sum of the amounts described in Section 5.03(c).

**2.06 Beneficiary**

Beneficiary means the person(s) designated by a Participant who is or may become entitled to a death benefit under the Plan. Beneficiary designations shall be made in accordance with Section 7.03 of the Plan.

**2.07 Break in Service**

Break in Service means, with respect to an Eligible Employee, any consecutive twelve (12) month period during which such Eligible Employee fails to complete more than five hundred (500) Hours of Service with the Employer. Unless otherwise elected by the Employer in Section 2.61 of its Adoption Agreement, the consecutive twelve (12) month period shall be measured from the Employment or Reemployment Commencement Date and each anniversary thereof.

If an individual is absent from work because of Maternity or Paternity Leave on the first anniversary of his or her Severance Date, the 12-consecutive month period beginning on that individual’s Severance Date shall not constitute a Break in Service.

For a Leave of Absence due to Military Leave under USERRA and FMLA Leave under the Family and Medical Leave Act of 1993, a Break in Service shall not be deemed to have occurred if the Eligible Employee returns to the Service of the Employer following the Leave of Absence within the time required by federal and state law.

For purposes of determining whether an Eligible Employee has incurred a Break in Service, an Eligible Employee absent from work due to a Maternity or Paternity Leave shall be credited with the greater of (a) the number of Hours of Service actually worked or (b)(i) the number of Hours of Service he normally would have been credited but for the Maternity or Paternity Leave, or (ii) if the Employer is unable to determine the hours described in clause (b)(i) hereof, eight (8) Hours of Service for each day of absence included in the Maternity or Paternity Leave; provided, the maximum number of Hours of Service credited for purposes of clause (b) shall not exceed five hundred and one (501) hours. Hours of Service credited shall be applied only to the year in which the Maternity or Paternity Leave



begins unless such Hours of Service are not required to prevent the Eligible Employee from incurring a Break in Service, in which event such Hours of Service shall be credited to the Eligible Employee in the immediately following year. No Hour of Service shall be credited under clause (b) due to Maternity or Paternity Leave as described in this Section unless the Eligible Employee furnishes proof satisfactory to the Employer (i) that his absence from work was due to a Maternity or Paternity Leave, and (ii) of the number of days he was absent due to the Maternity or Paternity Leave. The Employer shall prescribe uniform and nondiscriminatory procedures by which to make the above determinations.

**2.08 Code**

Code means the Internal Revenue Code of 1986, as amended, and any succeeding federal tax provisions.

**2.09 Compensation**

- (a) General Definition. Compensation means, except as otherwise provided in the Employer’s Adoption Agreement, the total of all payments, direct or indirect, made by the Employer to a Participant for services rendered to the Employer, as defined in Code Section 3401(a) for purposes of income tax withholding at the source and as required to be reported to the Employee by the Employer under Code Section 6041(d), 6051(a)(3) and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)). Compensation shall include before-tax or salary deferral contributions made to this Plan or any other plan of the Employer, under Code Sections 125, 132(f), 402(e)(3), 402(h)(1)(B), 402(k), 457(b) or 414(h), on behalf of the Participant.
- (b) Determination Period. Except as provided elsewhere in this Plan, Compensation shall include only that Compensation that is actually paid to the Participant during the determination period, and the determination period shall be elected by the Employer in its Adoption Agreement. If the Employer makes no election, the determination period shall be the Plan Year. For Employees whose date of hire is less than 12 months before the end of the 12-month period designated by the Employer in its Adoption Agreement, Compensation will be determined over the Plan Year.
- (c) Severance Payments. Compensation shall include payments made after Severance from Employment if the payments are for regular compensation for service during the Employee’s regular working hours or compensation for services outside the Employee’s regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments to the extent such payment would have been made prior to the Employee's Severance Date if the Employee had continued in employment with the Employer, provided such amounts are paid within the post-severance period as defined below.

Compensation may include payment for unused leave (i.e. unused accrued bona fide sick, vacation, or other leave) that is paid within the post-severance period as defined below, but only if the Employee would have been able to use the leave if employment

had continued and only if inclusion of unused leave is included in Years of Service as elected by the Employer in Section 2.61 of its Adoption Agreement.

For purposes of this Section the “post-severance period” begins on the date the Employee has a Severance from Employment and ends on the later of (i) 2 ½ months after Severance from Employment or (ii) the end of the Limitation Year that includes the date of the Employee’s Severance from Employment.

- (d) Differential Wage Payments. Compensation shall also include Differential Wage Payments if so elected by the Employer under Section 4.07 of its Adoption Agreement.
- (e) State Pension Plans. Compensation shall exclude that portion of an Employee’s Compensation defined by O.C.G.A. 47-23-100, as it is in effect as of October 1, 2019 and is set forth in Schedule A hereto, which definition is used for purposes of participation in a State pension plan under O.C.G.A. 47-23.
- (f) Leave of Absence. Compensation for purposes of Qualified Military Service and USERRA is defined in Section 4.07(d) of the Plan.
- (g) Section 415 Compensation. Compensation for purposes of Code Section 415 is defined in Section 5.03(e) of the Plan.
- (h) Short Plan Years. If the initial Plan Year of a new Plan consists of fewer than 12 months, calculated from the Original Effective Date through the end of such initial Plan Year, Compensation shall be determined from such Original Effective Date through the end of the initial Plan Year unless otherwise provided in the Employer’s Adoption Agreement.
- (i) Leased Employees. If a Leased Employee is treated as an Employee and is eligible to participate in this Plan, Compensation for such Leased Employee shall include compensation from the leasing organization which is attributable to services performed by the Leased Employee for the Employer. If a Leased Employee is covered by a “safe harbor leasing plan” sponsored by the leasing organization, any allocation otherwise due to such Leased Employee under this Plan shall be reduced by the Leased Employee’s allocations under the leasing organization’s plan to the extent that such allocations are attributable to services performed for the Employer.
- (j) Code Section 401(a)(17) Limits. Notwithstanding the foregoing, in no event shall Compensation taken into account under the Plan for any 12-month determination period exceed the annual Compensation Limit under Code Section 401(a)(17)(B) as in effect on the first day of the determination period. The “determination period” means the Plan Year or other 12-consecutive month period (i.e. the Limitation Year.) If Compensation for any prior determination period is taken into account in determining a Participant’s allocations for the current Plan Year, the Compensation for such prior determination period is subject to the applicable annual Compensation limit in effect for that prior period. The annual Compensation limit under Code Section 401(a)(17) shall be adjusted by the Secretary of the Treasury to reflect increases in the cost of living as provided in Code Section 401(a)(17)(B) provided that the dollar increase in effect on January 1 of any calendar year is effective for the

determination period beginning in such calendar year. Compensation determined over a period of less than 12-consecutive months shall be prorated. Any adjustment in the limit under Code Section 401(a)(17) shall continue to be incorporated by reference.

The Code Section 401(a)(17) limits in this Section shall not apply to an individual who first became a Participant in the Plan prior to the first day of the first Plan Year beginning after the earlier of (a) the last day of the Plan Year by which a Plan amendment to reflect the amendments made by Section 13212 of the Omnibus Budget Reconciliation Act of 1993 (OBRA '93) was both adopted and effective; or (b) December 31, 1995, to the extent the application of the limitation would reduce the amount of Compensation that is allowed to be taken into account under the Plan below the amount that was allowed to be taken into account under the Plan as in effect on July 1, 1993.

**2.10 Contributions**

Contributions mean, individually or collectively, the Mandatory Employee, Employee After-Tax, Employer Basic, Employer Discretionary, Employer Matching, and Rollover Contributions as required by the selections made by the Employer under Article IV of its Adoption Agreement.

**2.11 Disabled or Disability**

Disabled or Disability means a disability of a Participant within the meaning of Code Section 72(m)(7) to the extent that the Participant is, or would be, entitled to disability retirement benefits under Title II of the Federal Social Security Act, or such other definition as specified in the Employer's Adoption Agreement. The Plan Administrator may, after receiving notice of a Disability, arrange to have the Participant examined by a medical practitioner of the Plan Administrator's choosing as often as the Plan Administrator determines necessary or desirable to confirm continuation of the Participant's Disability, until all benefits have been paid to the Participant, but not to exceed more than once annually and not if it would violate the requirements of the Americans with Disabilities Act. In the case of a Plan restatement, a Participant who was previously determined to have been Disabled prior to the earlier of the date of execution or the effective date of the restatement shall continue to be disabled in accordance with and subject to the provisions of the Plan prior to the restatement.

**2.12 Differential Wage Payments**

Differential Wage Payments mean any payments that are made by the Employer to an individual with respect to any period during which the individual is performing Qualified Military Service (as defined in Sections 2.47 and 4.07 hereof) 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.

**2.13 Distributee**

Distributee means a Participant or former Participant, the Participant's or former Participant's Surviving Spouse and the Participant's or former Participant's Spouse or former

Spouse who is the alternate payee under a qualified domestic relations order (if domestic relations order are recognized under the Plan) who is entitled to receive a distribution from the Participant’s vested Account. The term Distributee shall also include a Designated Beneficiary (as defined in Code Section 401(a)(9)(E)) of a Participant who is not the Surviving Spouse of the Participant, in which case the distribution can only be transferred to a traditional IRA or Roth IRA established on behalf of the nonspouse Designated Beneficiary for the purpose of receiving such distribution.

**2.14 Effective Date**

Effective Date means the date specified in the Employer’s Adoption Agreement. The “Original Effective Date” means the date the Plan was initially adopted by the Employer.

**2.15 Elapsed Time Method**

Elapsed Time Method means the method of computing a Year of Service by reference to the total time (years, months and days) that elapses between the Employee’s Employment Commencement Date or Reemployment Commencement Date and the Employee’s Severance Date. The total time need not be consecutive.

**2.16 Eligibility Computation Period**

Eligibility Computation Period means each 12-consecutive month period beginning with an Employee’s Employment Commencement Date and each anniversary thereof, unless otherwise elected by the Employer in its Adoption Agreement.

**2.17 Eligible Employee**

Eligible Employee means any Employee of the Employer who is eligible to participate in the Plan, as specified in the Employer’s Adoption Agreement. Eligible Employee shall exclude the following, unless otherwise elected by the Employer in its Adoption Agreement:

- (a) Any individual employed by a local elected official who is eligible to elect to participate in a retirement system sponsored by the State of Georgia (such as the Employee’s Retirement System of Georgia) and who elects to participate in such State-sponsored plan. This exclusion does not apply to non-Employer plans including plans established for peace officers and firefighters and the Georgia National Guard.
- (b) Tax Commissioners, tax collectors, and tax receivers and employees in their offices who first or again take office or become employed on or after July 1, 2012, if such individuals participate in the Employee’s Retirement System of Georgia, by resolution of the Employer.
- (c) Juvenile court judges as defined in O.C.G.A. 47-23-1(13), as it is in effect as of October 1, 2019 and is set forth in Schedule A hereto.
- (d) Nonresident aliens who do not receive any earned income from the Employer which constitutes United States sourced income are automatically excluded unless their inclusion is elected by the Employer in its Adoption Agreement.



- (e) Any individual who is a public employee on July 1, 1985; has not, on or after such date, ceased to be a public employee; commits a public employment related crime on or after July 1, 1985, in his or her capacity as a public employee; and is convicted for the commission of such crime, shall no longer be an Eligible Employee as of the date of such final conviction. Such an Employee shall not, at any time thereafter, be an Eligible Employee under the Plan as adopted by any Employer, not just the Employer against whom the individual committed the public-employment related crime. The terms “conviction,” “final conviction,” “public employee,” and “public employment related crime” of this Section 2.17(e) shall have the meaning assigned to such terms under O.C.G.A. Section 47-1-20, as it is in effect as of October 1, 2019 and is set forth in Schedule A hereto. The purpose of this Section 2.17(e) is to reflect the requirement of O.C.G.A. Section 47-1-21.
- (f) Any individual who first or again becomes a public employee after July 1, 1990, but commits a drug-related crime and is convicted for such crime, shall no longer be an Eligible Employee as of the date of such final conviction. Such an Employee shall not, at any time thereafter, be an Eligible Employee under the Plan as adopted by any Employer, not just the Employer against whom the individual committed the public-employment related crime. The terms in this Section 2.17(f) shall have the meaning applicable to such terms under O.C.G.A. Section 47-1-22.1, as it is in effect as of October 1, 2019 and is set forth in Schedule A hereto. The purpose of this Section 2.17(f) is to reflect the requirement of O.C.G.A. Section 47-1-22.1.
- (g) Any other individual employed by the Employer who is not designated as an Eligible Employee in the Employer’s Adoption Agreement, or who is specifically excluded as an Eligible Employee in the Employer’s Adoption Agreement.

**2.18 Eligible Retirement Plan**

Eligible Retirement Plan means a plan which is a defined contribution plan or deferred compensation plan, the terms of which permit the acceptance of rollover distributions and which is either: (a) a traditional individual retirement account described in Code Section 408(a), (b) an individual retirement annuity described in Code Section 408(b) (other than an endowment contract), (c) a qualified trust described in Code Section 401(a) and exempt from taxation under Code Section 501(a), (d) an annuity plan described in Code Section 403(a), (e) an annuity contract described in Code Section 403(b), (f) an eligible plan under Code Section 457(b) which is maintained by a state or agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or (g) a Roth individual retirement account described in Code Section 408A. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth Account, an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA for such individual. Eligible Retirement Plan shall also apply in the case of a distribution to a Surviving Spouse or a Spouse or former Spouse who is an alternate payee under a qualified domestic relations order, as defined in Code Section 414(p).

**2.19 Eligible Rollover Distribution**

Eligible Rollover Distribution means any distribution to an Eligible Employee or his Surviving Spouse of all or any portion of the balance to his credit in a qualified trust (including any distribution to a Participant of all or any portion of his Account); provided an Employee’s “Eligible Rollover Distribution” shall not include (a) any distribution which is one of a series of substantially equal periodic payments made not less frequently than annually, (i) for the life (or life expectancy) of the Employee or the joint lives (or joint life expectancies of the Employee and his Beneficiary, or (ii) for a specified period of 10 years or more, and (b) any distribution to the extent such distribution is required under Code Section 401(a)(9). The portion of a distribution that consists of after-tax employee contributions that are not includible in gross income may be transferred only to a traditional individual retirement account or annuity described in Code Section 408(a) or a Roth individual retirement account or annuity described in Code Section 408A (b) or to a qualified defined contribution plan or an annuity contract described in Code Section 401(a) or 403(a) that agrees to separately account for amounts so transferred. Effective for distributions made on and after January 1, 2007, after-tax amounts may also be transferred to an annuity contract described in Code Section 403(b) that agrees to the separate accounting rules described above. Effective January 1, 2010, Eligible Rollover Distribution includes a distribution to a non-spouse Beneficiary. An Eligible Rollover Distribution includes a distribution to a non-spouse Beneficiary.

**2.20 Employee**

Employee means a common law employee employed by the Employer (including elected or appointed officials). Employee shall include employees of the State of Georgia who are specifically permitted to participate in local governmental plans under Georgia law. Employee shall include Leased Employees unless Leased Employees constitute 20 percent or less of the Employer’s non-highly compensated work force within the meaning of Code Section 414(n)(5)(C)(ii). In that case, the term “Employee” shall not include those Leased Employees covered by a money purchase plan maintained by the leasing company that provides for (i) a nonintegrated employer contribution rate of at least 10 percent of compensation, (ii) full and immediate vesting and (iii) immediate participation by each employee of the leasing company, as described in Code Section 414(n)(5)(B).

Employee shall exclude any individual classified by the Employer as an independent contractor even if such independent contractor is later determined to be a common law employee of the Employer.

Effective for Plan Years beginning in 2009 and thereafter an individual who otherwise satisfies the requirements of this Section and who is not otherwise in an excludable category but who is not currently providing services to the Employer due solely to Qualified Military Service and who is receiving Differential Wage Payments, shall be treated as an Employee.

**2.21 Employee Contributions**

Employee Contributions mean Mandatory Employee Contributions and Employee After-Tax Contributions.

**2.22 Employee After-Tax Contributions**

Employee After-Tax Contributions mean the Contributions made by the Employee on an after-tax basis under the terms of the Plan pursuant to Section 4.01, if so elected by the Employer in its Adoption Agreement.

**2.23 Employer**

Employer means each county, municipality, authority or other governmental entity adopting this Plan, and any Affiliate that is a governmental entity that affirmatively elects to adopt this Plan for the benefit of its employees.

**2.24 Employer Basic Contributions**

Employer Basic Contributions mean the Contributions made by the Employer on behalf of Participants under the terms of the Plan pursuant to Section 4.02(a), if so elected by the Employer in its Adoption Agreement.

**2.25 Employer Discretionary Contributions**

Employer Discretionary Contributions mean the Contributions made by the Employer on behalf of Participants under the terms of the Plan pursuant to Section 4.02(b), if so elected by the Employer in its Adoption Agreement and as so determined by the Employer in its sole discretion.

**2.26 Employer Matching Contributions**

Employer Matching Contributions mean the Contributions made by the Employer that match some or all of the Employee's salary deferral contributions to a Code Section 457(b) Plan sponsored by the Employer, pursuant to Section 4.03 of the Plan, if so elected by the Employer in its Adoption Agreement.

**2.27 Employment Commencement Date**

Employment Commencement Date means the date on which the Employee first performs an Hour of Service for the Employer or Affiliate.

**2.28 Entry Date**

Entry Date means the date designated in the Employer's Adoption Agreement that the Eligible Employee shall begin participating in the Plan. The Employer may specify different Entry Dates for purposes of Employee Contributions and eligibility for Employer Basic, Discretionary and Matching Contributions.

**2.29 Forfeiture**

Forfeiture means, for any Plan Year, the dollar amount of Participant's Account (or portion thereof) that is not 100% vested and is forfeited in accordance with Section 6.03. Forfeitures may be used to reduce Restoration Contributions, pay Plan expenses or reduce future Employer Contributions, if any, as determined by the Employer.

**2.30 Hour of Service**

Hour of Service means the increments of time described in sections (a), (b), and (c) hereof (as applicable) subject to any limitations set forth herein:

- (a) Each hour for which the Employer, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment, for the performance of duties during the Plan Year. The Plan Administrator shall credit Hours of Service under this paragraph (a) to the Employees for the Plan Year in which the Employee performs the duties, irrespective of when paid;
- (b) Each hour for back pay, irrespective of mitigation of damages, to which the Employer has agreed or for which the Employee has received an award. The Plan Administrator shall credit Hours of Service under this paragraph (b) to the Employee for the Plan Year(s) to which the award or the agreement pertains rather than for the Plan Year in which the award, agreement or payment is made; and
- (c) Each hour for which the Employer, either directly or indirectly, pays an Employee (including payments made or due from a trust or insurer to which the Employer Contributes or pays premiums), or for which the Employee is entitled to payment (irrespective of whether the employment relationship is terminated), for reasons other than for the performance of duties during a Plan Year, such as Leave of Absence, vacation, holiday, sick leave, illness, incapacity (including Disability), layoff, jury duty, or military duty, provided:
  - (i) An Employer shall not credit more than five hundred one (501) Hours of Service under this paragraph (c) to an Employee on account of any single continuous period during which the Employee does not perform any duties as an Employee (whether or nor such period occurs during a single Plan Year) unless the Employee performs no duties due to Qualified Military Service and returns to employment with the Employer during the period that his employment rights are protected under Federal law;
  - (ii) An hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which he performs no duties as an Employee shall not be credited as an Hour of Service if such payment is made or due under a plan maintained solely to comply with applicable workers' compensation, unemployment compensation, or disability insurance laws;
  - (iii) Hours of Service shall not be credited to an Employee for a payment that solely reimburses such Employee for medical or medically related expenses incurred by him; and
- (d) Each hour for which the Employee is required to be credited leave under Code Section 414(u) relating to USERRA.
- (e) An Employer shall not credit an Hour of Service under more than one (1) of the above paragraphs (a), (b), or (c). If the service counted under this Section can be counted under more than one of these paragraphs, the rule crediting the greatest number of Hours of Service shall apply. The Employer shall resolve any ambiguity with respect to the crediting of an Hour of Service in favor of the Employee.



- (f) The Employer shall credit Hours of Service in accordance with Department of Labor Regulation Section 2530.200b-2(b) and (c), 29 CFR Part 2530, as amended, which the Plan, by this reference, specifically incorporates in full, or such other federal regulations as may from time to time be applicable.
- (g) If the Employer does not maintain records that accurately reflect the actual Hours of Service to be credited to an Employee, 190 Hours of Service will be credited to the Employee for each month worked, unless the Employer has elected to credit Hours of Service in accordance with one of the other equivalencies set forth in paragraph (e) of Department of Labor Regulation Section 2530.200b-3.

**2.31 Hours of Service Method**

Hours of Service Method means a method for computing Service by reference to the number of Hours of Service performed by the Employee in a twelve (12) consecutive month period or any permitted equivalency. Unless otherwise provided in the Employer’s Adoption Agreement, the Hours of Service Method shall require 1000 Hours of Service to earn one (1) Year of Service. Any computations or calculations using the Hours of Service Method shall be made on the anniversary date of the Eligible Employee’s Employment or Reemployment Commencement Date unless another Eligibility Computation Period is elected by the Employer under Section 2.16 of the Adoption Agreement and Section 2.61 of the Adoption agreement (for vesting).

**2.32 Inactive Participant**

Inactive Participant means a Participant who has a Severance from Employment with the Employer but who has a vested Account balance under the Plan which has not been paid in full and who, therefore, is continuing to participate in the allocation of earnings or losses under the Trust.

**2.33 Investment Fund or Funds**

Investment Fund or Funds means the investment options available for investment of assets of the Plan and agreed to by the Trustee.

**2.34 Leased Employee**

Leased Employee means any person who is not an Employee of the Employer but provides services to the Employer pursuant to an agreement between the Employer and any other person (the “leasing organization”) on a substantially full time basis for a least one year and under the primary direction or control of the Employer all in accordance with Code Section 414(n) and the regulations thereunder. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the Employer shall be treated as provided by the Employer.

**2.35 Leave of Absence**

Leave of Absence means a paid or unpaid excused leave of absence granted to an Employee by the Employer in accordance with applicable federal and state law or the Employer’s personnel policies. Leave of Absence shall include the following:

- (a) Military Leave. Employees who leave the service of the Employer, voluntarily or involuntarily to enter the Armed Forces of the United States; provided, (i) the Employee is legally entitled to reemployment rights under USERRA; and (ii) the Employee applies for and reenters service with the Employer within the time, in the manner and under the conditions prescribed by USERRA or any other similar and applicable law; and
- (b) FMLA Leave. Employees who leave the service of the Employer under the provisions of the Family and Medical Leave Act of 1993(FMLA) provided that the Employee returns to active employment within the time required under the FMLA.
- (c) Other Leave. Employees who leave the service of the Employer under such other circumstances as the Employer shall determine are fair, reasonable and equitable as applied uniformly among Employees under similar circumstances.

**2.36 Limitation Year**

Limitation Year means the Plan Year, which shall be the limitation year for purposes of Code Section 415 and the regulations promulgated thereunder, unless the Employer elects a different Limitation Year in its Adoption Agreement.

**2.37 Mandatory Employee Contributions**

Mandatory Employee Contributions mean the amounts paid by the Employer to the Trust Fund on behalf of each Participant pursuant to Section 4.01(a) and Code Section 414(h), if so elected by the Employer in its Adoption Agreement.

**2.38 Maternity or Paternity Leave**

Maternity or Paternity Leave means any period during which an Employee is absent from work as an Employee of the Employer or an Affiliate by reason of (a) pregnancy of such Employee; (b) the birth of a child of such Employee; (c) the placement of a child with such Employee in connection with the adoption of such child by such Employee; or (d) caring for a child immediately after the birth or placement of such child.

**2.39 Normal Retirement Age**

Normal Retirement Age means the age or combination of age plus service as specified in the Employer’s Adoption Agreement.

**2.40 Normal Retirement Date**

Normal Retirement Date means the first day of the month coincident with or next following the date a Participant attains Normal Retirement Age.

**2.41 Participant**

Participant means any Eligible Employee who has been admitted to, and has not been removed from, participation in the Plan pursuant to the provisions of Article III. “Participant” shall include Active Participants and Inactive Participants who have an Account under the Plan.

**2.42 Period of Service**

Period of Service means, under the Elapsed Time Method of determining Service, the aggregate of all service performed by the Employee for the Employer and all Affiliates commencing with the Employee’s Employment Commencement Date and ending with the Employee’s Severance Date.

**2.43 Period of Severance**

Period of Severance means, under the Elapsed Time Method of determining Service, a continuous period of time during which the Employee is not employed by the Employer or an Affiliate. Such period begins on the date the Employee retires, quits or is discharged or if earlier, the 12-month anniversary of the date on which the Employee was first absent from service. A one-year Period of Severance shall be a Period of Severance of at least 12 consecutive months. A Period of Severance shall not be deemed to have occurred during any period for which the Employee is granted a Leave of Absence if he returns to the service of the Employer or an Affiliate within the time permitted as required by law or as set forth in the Plan.

- (a) Maternity or Paternity Leave. In the case of an Employee absent from work due to a Maternity or Paternity Leave, the 12-consecutive month period ending on the first anniversary of the first date of such absence, shall not constitute a Period of Severance.
- (b) Family and Medical Leave Act. For purposes of determining whether or not an Employee has incurred a Period of Severance, and solely for the purpose of avoiding a Period of Severance, to the extent required under the Family and Medical Leave Act of 1993 and the regulations thereunder, an Employee shall be deemed to be performing services for the Employer or an Affiliate during any period the Employee is granted Maternity or Paternity Leave under such Act.
- (c) Military Leave. For a Leave of Absence due to Military Leave under USERRA a Period of Severance shall not be deemed to have occurred if the Eligible Employee returns to the Service of the Employer following the Leave of Absence within the time required by federal and state law.

**2.44 Plan**

Plan means the ACCG 401(a) Defined Contribution Plan as set forth herein and in the accompanying Adoption Agreement and all amendments thereto. The Employer shall designate the name of the Plan in the Adoption Agreement. The Plan shall be administered and maintained as a separate and independent Plan for each adopting Employer. The Plan is intended to be a profit sharing plan qualified under the applicable provisions of Code Section 401(a), as applied to governmental plans.

**2.45 Plan Administrator**

Plan Administrator means the Employer or the individuals designated by the Employer as defined in Code Section 414(g), to provide directions to the Third Party Service Provider. Such designation must be made in a manner specified by the Third Party Service Provider.

**2.46 Plan Year**

Plan Year means the calendar year.

**2.47 Qualified Military Service**

Qualified Military Service means Military Service during which the Eligible Employee is entitled to reemployment rights under Chapter 43 Title 38 of the United State Code. “Military Service” means the period of an Eligible Employee’s active duty for training and service in the Army, Navy, Air Force or Marines of the United States of America, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.

**2.48 Reemployment Commencement Date**

Reemployment Commencement Date means the date on which the Employee first performs an Hour of Service following a Severance from Employment.

**2.49 Restoration Contributions**

Restoration Contributions mean the amounts paid to the Trust Fund by or on behalf of a rehired individual pursuant to the terms of Section 4.06.

**2.50 Rollover Contribution**

Rollover Contribution means the amount contributed to the Plan by an Eligible Employee (and received and accepted by the Third Party Service Provider) as an Eligible Rollover Distribution as defined herein and in Code Section 402. An amount shall be treated as a Rollover Contribution only to the extent that its acceptance by the Third Party Service Provider is permitted under the Code (including the regulations and rulings promulgated thereunder).

**2.51 Service**

Service means the period of time the Employee is employed by the Employer and all Affiliates. If the Employer maintains the plan of a predecessor employer, service with such predecessor employer will be treated as Service for the Employer.

**2.52 Severance from Employment**

Severance from Employment means the date the Employee ceases to be an Employee of the Employer or an Affiliate and permanently severs from employment with the Employer due to retirement, death, or other severance as provided in rules and regulations issued by the Internal Revenue Service under Code Section 401(k).



**2.53 Severance Date**

Severance Date means the earlier of the date the Employee (a) has a Severance from Employment with the Employer and any Affiliate or (b) the first anniversary of the first day of absence for any other reason or the second anniversary of the first day of absence due to Maternity or Paternity Leave. If an individual terminates or is absent from employment with the Employer because of military duty, such individual shall not incur a Severance Date if his employment rights are protected under Federal law and he returns to employment with the Employer within the period during which he retains such employment rights, but if he does not return to such employment within such period his Severance Date shall be the earlier of (1) the first anniversary of the date his absence commenced, or (2) the last day of the period during which he retains such employment rights.

**2.54 Spouse or Surviving Spouse**

Spouse or Surviving Spouse means the person to whom an individual is lawfully married for purposes of federal income taxes. The determination of a Participant's Spouse or Surviving Spouse shall be made as of the earlier of the date as of which benefit payments from the Plan to such Participant are made or commence (as applicable) or the date of such Participant's death.

**2.55 Third Party Service Provider**

Third Party Service Provider means the Association County Commissioners of Georgia or its designee.

**2.56 Trust Fund**

Trust Fund means the total amount of cash and other property held by the Defined Contribution Plan Program Board of Trustees (or its nominee) at any time under the separate Trust Agreement.

**2.57 Trustee(s)**

Trustee(s) means the Defined Contribution Plan Program Board of Trustees and the individual members thereof as appointed by the Board of Managers of the Association County Commissioners of Georgia.

**2.58 Trust(s) or Trust Agreement**

Trust(s) or Trust Agreement means the separate agreement between Association County Commissioners of Georgia and the Defined Contribution Plan Program Board of Trustees governing the creation of the Trust Fund. The provisions of this Plan shall override any conflicting provisions contained in the Trust Agreement. The terms of the Trust Agreement are not incorporated into this Plan document, and its provisions have not been reviewed or approved by the Internal Revenue Service.

**2.59 USERRA**

USERRA means the Uniformed Services Employment and Reemployment Rights Act of 1994.

**2.60 Valuation Date**

Valuation Date means each business day or such other date as specified and communicated by the Third Party Service Provider.

**2.61 Year of Service**

Year of Service means the computation period used to determine a Participant’s eligibility to participate in the Plan and for purposes of determining the Participant’s vested interest in his or her Account, using the method as set forth in the Employer’s Adoption Agreement.

**ARTICLE III: PARTICIPATION AND SERVICE**

**3.01 Participation Eligibility**

Each Eligible Employee shall become a Participant in this Plan effective upon the first Entry Date (if actively employed on that date) coincident with or immediately following the date on which he meets the eligibility conditions selected by the Employer in its Adoption Agreement. The initial Eligibility Computation Period shall be 12-consecutive month period beginning on the Employee’s Employment Commencement Date. The succeeding 12-consecutive month periods shall commence on each anniversary of the Employee’s Employment Commencement Date, unless the Employer elects to convert to the Plan Year under Section 2.16 of its Adoption Agreement. If the Employer elects to convert the Eligibility Computation Period to the Plan Year, the succeeding 12-consecutive month periods commence with the first Plan Year which commences prior to the first anniversary of the Employee’s Employment Commencement Date regardless of whether the Employee is entitled to be credited with a Year of Service during the initial Eligibility Computation Period. An Employee who has earned a Year of Service in both the initial Eligibility Computation Period and the first Plan Year which commences prior to the first anniversary of the Employee’s Employment Commencement Date, will be credited with two Years of Service for purposes of eligibility to participate.

Each Eligible Employee who was an Active Participant in the Plan on the day before the Effective Date of any Plan restatement or Plan amendment, shall continue as a Participant in the Plan, except as otherwise specifically provided therein.

**3.02 Participation Upon Reemployment**

Upon the Eligible Employee’s Reemployment Commencement Date, the Eligible Employee shall have the following status in the Plan based on his status as of his most recent Severance Date:

- (a) If the Eligible Employee was a Participant, he shall reenter the Plan as a Participant on his Reemployment Commencement Date.
- (b) If the Eligible Employee had satisfied the Plan’s eligibility conditions but had not become a Participant, he shall become a Participant on the later of the date he would have entered the Plan had he not had a Severance from Employment or the Plan Entry Date immediately following his Reemployment Commencement Date.

- (c) If the Eligible Employee had not satisfied the Plan’s eligibility conditions, he shall receive all previous Years of Service and shall become a Participant on the Plan Entry Date coincident with or immediately following his satisfying the Plan’s eligibility conditions.
- (d) Such other conditions shall apply as specified in the Additional Provisions Addendum to the Adoption Agreement.

**3.03 Transfers**

If a Participant transfers to employment with any other Affiliate that has not adopted the Plan or another position with the Employer and is no longer an Eligible Employee, his participation under the Plan shall be suspended but he shall not be considered terminated from employment with the Employer. During the period of the Participant’s employment in such ineligible position: (a) he shall continue to participate in allocations of earnings and losses pursuant to Section 5.02(d); (b) he shall continue to vest in any Employer Contributions; (c) his Employer Account shall receive no Employer Contributions; (d) he shall make no Employee Contributions to the Plan during that time; (e) he shall not be eligible to receive a distribution from the Plan that is only permitted after Severance from Employment; and (f) the applicable provisions of Articles V, VI and VII shall continue to apply.

If an Employee who is not an Eligible Employee becomes an Eligible Employee, such Eligible Employee shall become a Participant immediately upon his transfer if such Eligible Employee has already satisfied the eligibility requirements and would have otherwise previously become a Participant. Wages and other payments made to an Employee before becoming an Eligible Employee for services other than those as an Eligible Employee shall not be included in Compensation for purposes of determining the amount and allocation of any contribution to such Eligible Employee’s Account under the Plan.

**3.04 Omission of Eligible Employee**

If, in any Plan Year, any Employee who should be included as a Participant in the Plan is omitted erroneously and discovery of such omission is not made until after a Contribution by the Employer has been made and allocated for such year, the Employer shall make a subsequent Contribution with respect to the omitted Eligible Employee in the amount which the Employer would have contributed with respect to the Eligible Employee had he not been omitted, in accordance with the Employee Plans Compliance Resolution System.

**3.05 Inclusion of Ineligible Employee**

If, in any Plan Year, any person who should not have been included as a Participant in the Plan is included erroneously, and discovery of such incorrect inclusion is not made until after a Contribution by the Employer has been made and allocated for such year, the Employer shall not be entitled to recover the Employer Contributions made with respect to the ineligible person, in accordance with the Employee Plans Compliance Resolution System. In such event, the amount contributed with respect to the ineligible person shall constitute a Forfeiture for the Plan Year in which the discovery is made and shall be used to reduce Plan expenses or the subsequent Employer Contributions due under the Plan as determined by the Employer. Any Employee Contributions shall be returned to the Employee.

**3.06 Election Not to Participate**

The Employer may elect under its Adoption Agreement to allow Employees to elect out of participating in the Plan. Any such election shall be made on a one time only basis and shall be irrevocable.

If the Employer has elected to require Mandatory Employee Contributions under the Plan, as provided in Section 4.01 (a), the election out of participating must be made prior to the date the Employee first becomes eligible for any qualified retirement plan sponsored by the Employer. If an election out of the Plan is permitted, the Employee may elect out of the Plan by executing a form as provided by the Plan Administrator or the Third Party Service Provider.

**ARTICLE IV: CONTRIBUTIONS**

**4.01 Employee Contributions**

- (a) Mandatory Employee Contributions. If required by the Employer in its Adoption Agreement, there shall be deducted from the Compensation paid by the Employer to each Eligible Employee who becomes a Participant in the Plan, a Mandatory Employee Contribution equal to the percentage of Compensation as designated by the Employer in its Adoption Agreement. The Employer shall contribute to the Plan, as of each payroll period on behalf of and to the credit of each Participant, the amount of Mandatory Employee Contributions required for participation. No Participant shall be entitled under any circumstances to receive such Contributions in cash in lieu of having them contributed to the Plan by the Employer in accordance with the preceding sentence. Such Contributions shall be made pursuant to Code Section 414(h) and shall be treated as Employer Contributions in determining their federal income tax treatment under the Code, but shall be treated as Employee Contributions for other purposes under the Plan. Such Contributions also shall comply with the provisions of Revenue Ruling 2006-43.
- (b) Employee After-Tax Contributions. If permitted by the Employer in its Adoption Agreement, Participants may contribute to the Plan on an after-tax basis. The Employer may provide in its Adoption Agreement, a limit on the percentage of Compensation a Participant may contribute annually to the Plan as After-Tax Contributions.

**4.02 Employer Basic and Discretionary Contributions**

- (a) Basic Contributions. If elected by the Employer in its Adoption Agreement, the Employer shall contribute on behalf of each Participant a percentage of each Participant's Compensation or such other amount as designated in the Employer's Adoption Agreement.
- (b) Discretionary Contributions. If elected by the Employer in its Adoption Agreement, the Employer may, but shall not be required to, make a Discretionary Contribution to the Plan for a Plan Year, which shall be allocated to the Participant's Account based



on one or more of the allocation formulas selected in the Adoption Agreement. In any year the Employer decides to make such a Discretionary Contribution, its governing body shall specify by resolution, the total amount of the Contribution and the specific aggregate amounts to be applied to each of the selected allocation formulas.

- (c) Allocation Formula. Employer Contributions, if any for a Plan Year, may be fixed in terms of dollars, percentage of Compensation or based on a uniform allocation formula that is age weighted or service weighted. An allocation formula based on age or service must be a uniform points plan where each Employee is given a uniform number of points for age, service and Compensation. Each Participant’s allocation shall bear the same relationship to the Employer Contribution as his or her total points bear to all points awarded. A uniform points plan need not grant points for both age and service if points are also granted for units of Compensation. A uniform points plan need not grant points for Compensation if it grants points for both age and service. Each employee must receive the same number of points for each year of age, service and each unit of Compensation. The number of years for which points are granted may be limited.

**4.03 Employer Matching Contributions**

If elected by the Employer in its Adoption Agreement, Employer Matching Contributions shall be made to the Plan for each Active Participant who is making voluntary employee salary deferral contributions under a Code Section 457(b) eligible deferred compensation plan sponsored by the Employer. The Employer shall make an Employer Matching Contribution of a designated percentage of the salary deferral contribution made by the Participant to such Code Section 457(b) Plan for the period selected by the Employer in the Adoption Agreement. The amount of such Employer Matching Contribution may be designated by the Employer in its Adoption Agreement, or may be discretionary from year to year, as selected by the Employer in its Adoption Agreement. In any year the Employer decides to make a discretionary Employer Matching Contribution, its governing body shall specify by resolution, the amount of such Employer Matching Contribution.

If an Employer Matching Contribution is made based on a salary deferral contribution to a Code Section 457(b) Plan that is later returned to the Participant for any reason, such Employer Matching Contribution shall be forfeited and transferred to the Plan’s Forfeiture account.

**4.04 Timing of Contribution**

The Employer shall pay to the Trust Fund all Contributions no later than the time prescribed by state and federal law.

**4.05 Rollovers From Other Plans**

- (a) Eligible Rollovers. All Participants shall be eligible to transfer an Eligible Rollover Distribution to the Plan if the Third Party Service Provider, in its sole discretion, agrees to accept such transfers and the Employer elects to permit rollovers in its Adoption Agreement. The rollover procedures approved by the Third Party Service Provider shall provide that such a transfer may be made only if the following conditions are met:
  - (i) the amount is received directly from an Eligible Retirement Plan or the transfer of amounts (other than after-tax employee contributions) occurs on or before the 60th day following the Eligible Employee’s receipt of the distribution from the Eligible Retirement Plan;
  - (ii) the amount transferred is equal to any portion of the distribution the Eligible Employee received from the Eligible Retirement Plan, subject to the maximum rollover provisions of Code Section 402(c)(2);
  - (iii) the amount is not rolled over from an individual retirement account or annuity described in Code Section 408(a) or (b) (including a Roth IRA under Code Section 408A) to the extent such amount would not otherwise be includible in the Employee’s income;
  - (iv) the Plan will separately account for any rollovers of after-tax amounts.
- (b) Rollover Procedures. The Third Party Service Provider shall develop such procedures, and may require such information from an Eligible Employee desiring to make such a transfer, as it deems necessary or desirable to determine that the proposed transfer will meet the requirements of this Section. Upon approval by the Third Party Service Provider, the amount transferred shall be deposited in the Plan and shall be credited to a Rollover Account. Such Rollover Accounts shall be one hundred percent (100%) vested and shall share in earnings and losses (net appreciation or net depreciation) in accordance with Section 5.02(d). Upon Severance from Employment, the total amount of the Employee’s Rollover Account shall be distributed in accordance with Article VI.
- (c) Eligibility for Rollover. If the Employer so designates in its Adoption Agreement, all Eligible Employees, whether or not Participants in the Plan, may make Eligible Rollovers to the Plan.

**4.06 Restoration Contributions**

- (a) Restoration Upon Buy-Back. If a Participant who is not 100 percent vested in his Account upon Severance from Employment, receives a distribution of the entire vested portion of his Account (such that he forfeited the nonvested portion of his Account in accordance with the terms of Section 6.03), and such Participant subsequently is rehired as an Eligible Employee prior to the occurrence of 5 consecutive one year Periods of Severance or Breaks in Service, that individual may repay the full amount of the distribution to the Plan (unadjusted for gains or losses), prior to the earlier of (i) 5 years after the first date on which he is rehired or (ii) the close of the first period of 5 consecutive one year Periods of Severance or

Breaks in Service commencing after the distribution. Upon such repayment, his Account will be credited with (i) all amounts (unadjusted for gains or losses) which were forfeited, and (ii) the amount of the repayment.

- (b) Restoration of Other Forfeitures. If a Participant is not 100% vested in his Account upon Severance from Employment, and has not received a distribution of the entire vested portion of his Account, but has forfeited his nonvested Account and such Participant subsequently is rehired as an Eligible Employee prior to the occurrence of 5 consecutive one year Periods of Severance or Breaks in Service, his Account shall be credited with all amounts (unadjusted for gains or losses) which were forfeited.
- (c) Restoration Contribution. The assets necessary to fund the Account of the rehired individual (in excess of the amount of the repayment, if any) shall be provided no later than as of the end of the Plan Year following the Plan Year in which repayment occurs (if subsection (a) hereof applies) or in which the individual is rehired (if subsection (b) hereof applies), and shall be provided in the discretion of the Employer from (i) income or gain to the Trust Fund, (ii) Forfeitures arising from the Accounts of Participants employed or formerly employed by the Employer, or (iii) Contributions by the Employer.
- (d) Notice of Buy-Back Rights. It shall be the duty of the Plan Administrator to give timely notice to any rehired individual who is eligible to make a repayment, of his right to make such repayment in accordance with this Section by the time required in subsection (a) hereof, and of the consequences of not making such repayment; namely that the nonvested portion of the benefits accrued under the Plan during his previous employment will not be restored by the Plan, will remain forfeited, and will not become vested even though he may perform additional Years of Service.

**4.07 Qualified Military Service**

Notwithstanding any provision of the Plan to the contrary, Contributions, benefits and service credit with respect to Qualified Military Service will be provided in accordance with USERRA and Code Section 414(u). In addition, the survivors of any Participant who dies on and after January 1, 2007, while performing Qualified Military Service, are entitled to any additional benefits (other than Contributions relating to the period of Qualified Military Service, but including vesting service credit for such period and any ancillary life insurance or other survivors benefits) that would have been provided under the Plan had the Participant resumed employment on the day preceding the Participant's death and then terminated employment on account of death. If State law provides a greater protection of retirement benefits for Plan Participants who perform military service, the State law shall prevail. The Plan Administrator shall notify the Third Party Service Provider and the Trustee of any Participant with respect to whom additional contributions will be made because of USERRA requirements.

- (a) Reemployment. Plan Participants reemployed in accordance with the requirements of USERRA and Code Section 414(u) shall be treated as not having incurred a Break in Service or Period of Severance under the Plan during such Qualified Military Service. Such periods of Qualified Military Service shall be counted for eligibility and vesting purposes under the Plan.

- (i) Employer Contributions. Except as otherwise provided below, the Employer shall make an Employer Contribution on behalf of a Participant who returns to employment with the Employer in accordance with USERRA following a period of Qualified Military Service. Such Employer Contribution shall be made within 90 days after the date the Participant is reemployed by the Employer or when Employer Contributions are normally made for the year in which Qualified Military Service was performed, whichever is later. Such Employer Contribution shall be made for the period of Qualified Military Service based on the actual Employer Contribution made for the Plan Year(s) in which the Participant was in Qualified Military Service.
  - (ii) Required Employee Contributions. Except as otherwise elected by the Employer in its Adoption Agreement, a Plan Participant must make-up any required Employee Contributions in order to receive Employer Contributions under the Plan for the period of Qualified Military Service. For purposes of this Section 4.07, “Employee Contributions” shall include any salary deferrals under an Employer-sponsored Code Section 457(b) plan, which are required in order to receive Employer Matching Contributions. If the Employer elects in its Adoption Agreement not to require the Participant to make-up Employee Contributions to receive Employer Contributions for the period of Qualified Military Service, the Participant shall be deemed to have made the maximum required Employee Contribution, without any corresponding increase in the Participant’s Employee Contribution Account(s).
  - (iii) Make-up Employee Contributions. A Participant who is required to make-up Employee Contributions in accordance with this Section must do so within the time period that begins on the date of the Employee’s Reemployment Commencement Date and ends on the date that is three times the period of Qualified Military Service or five (5) years, or the Participants’ Severance from Employment, whichever is earlier. The make-up Employee Contributions shall not be adjusted for earnings. The Participant may make-up all or a portion of any required Employee Contributions and shall receive Employer Contributions that are directly proportionate to the amount of Employee Contributions that are made up. The Employee shall designate the Plan Year to which such Employee Contributions relate. The Employer shall allocate its Employer Contribution based on the Participant’s make-up Employee Contribution in the time and manner as such Employer Contributions are made for active Participants
- (b) Death During Qualified Military Service
- (i) Deemed Return to Employment. If a Participant dies during a period of Qualified Military Service, the Participant shall be treated as having returned to employment with the Employer on the day before his death and died the next day. Such Participant shall receive credit for vesting purposes for the period of Qualified Military Service.



- (ii) Employer Contributions. The Employer may, but is not required to make Employer Contributions on behalf of any Participant who dies during a period of Qualified Military Service, by making an election under its Adoption Agreement. If the Employer elects to make Employer Contributions on behalf of such Participants, and Employee Contributions are generally required in order for the Participant to receive an Employer Contribution, the maximum amount of Employee Contributions required shall be deemed to have been made by the Participant, without any corresponding increase in the Participant’s Employee Contribution Account(s).
- (c) Disability During Qualified Military Service. The Employer may, but is not required to credit vesting service to and make Employer Contributions on behalf of any Participant who becomes Disabled during a period of Qualified Military Service, by making an election under its Adoption Agreement. If the Employer elects to make Employer Contributions on behalf of such Participants, the Employer must also credit vesting service for such period. If the Employer elects to make Employer Contributions on behalf of such Participants and Employee Contributions are generally required, the maximum amount of Employee Contributions required shall be deemed to have been made by the Participant, without any corresponding increase in the Participant’s Employee Contribution Account(s).
- (d) Compensation Defined. For purposes of this Section, a Participant’s Compensation during the period of Qualified Military Service shall be treated as equivalent to the Compensation he or she would have received during such period but for the period of Qualified Military Service. Such determination shall be based on the rate of pay the Employee would have received during that time; provided, however if the Compensation the Employee would have received during such period is not reasonably certain, Compensation for this purpose shall equal the Employee’s average Compensation during the 12 months immediately preceding the Qualified Military Service (or, if shorter, the period of employment immediately preceding the Qualified Military Service).
- (e) Code Section 415. Any Contributions made pursuant to this Section are not subject to the limits under Code Section 415 in the Plan Year(s) in which they are made; rather, such Contributions are subject to such limits in the Plan Year(s) to which the Contributions relate.

**4.08 Form of Contributions**

All Contributions shall be paid to the Trust in the form of cash or cash equivalents.

**4.09 Circumstances Permitting Return of Employer Contributions**

A Contribution to the Plan and Trust by the Employer that was made by a mistake of fact shall be returned to the Employer. Any such Contribution shall be returned within one year after the mistaken payment of the Contribution. The amount of the Contribution that may be returned to the Employer is the excess of (i) the amount contributed over (ii) the amount that would have been contributed had there not occurred a mistake of fact. Earnings attributable to the excess Contribution may not be returned to the Employer, but losses attributable thereto must reduce the amount to be so returned.

**4.10 Trustee-to-Trustee Transfer**

A Participant may request a trustee-to-trustee transfer of all or part of the Participant’s vested Account balance under this Plan, to a qualified governmental defined benefit plan (as defined under Code Section 414(d)) for the purpose of purchasing permissive past service credit (as defined under Code Section 415(n)(3)(A)) or for purposes of a repayment of Contributions under Code Section 415(k)(3), under the receiving plan. The Plan shall agree to make such a transfer only if (a) the defined benefit plan is sponsored by the same Employer; and (b) both plans provide for such transfer. Such transfer may be made before Severance from Employment.

**ARTICLE V: ALLOCATIONS TO PARTICIPANTS’ ACCOUNTS**

**5.01 Individual Accounts**

To the extent appropriate, the Third Party Service Provider shall establish and maintain, on behalf of each Participant or Beneficiary, an Account which shall be divided into segregated subaccounts. The subaccounts may include a Mandatory Employee Contribution, Employee After-Tax Contribution, the Employer Basic Contribution, Employer Discretionary Contribution, Employer Matching Contribution, and Rollover Accounts, and such other subaccounts as the Third Party Service Provider shall deem appropriate or helpful. Each Account shall be credited with Contributions allocated to it and generally shall be credited with earnings and losses on investments derived from the assets of such Accounts. Each Account of a Participant or Beneficiary shall be maintained until the value thereof has been distributed to or on behalf of such person.

**5.02 Allocations**

The Accounts of Participants, Inactive Participants and Beneficiaries shall be adjusted, subject to the provisions of Sections 5.03, 5.04 and 5.05, in accordance with the following:

- (a) Employee Contributions. As of each payroll period for which the Employee Contributions are made, such Employee Contributions shall be allocated and credited directly to such Participant’s Employee Contribution Account(s).
- (b) Employer Contributions. At least annually, the Employer shall provide the Third Party Service Provider with all information required to make a proper allocation of the Employer Contributions (if any). As soon as practicable after the date of receipt by the Third Party Service Provider of such information, the Third Party Service Provider shall allocate the Employer Contributions (if any) to each Participant’s Employer Contribution Accounts (if any) in accordance with Sections 4.02 and 4.03.
- (c) Restoration Contributions. As of the date on which a Restoration Contribution is received from an Active Participant, such Contribution (together with the nonvested benefits restored by the Plan as a result of such Contribution) shall be credited to the appropriate Account of the Active Participant, in the amounts held by such Account immediately prior to the earlier distribution to such Participant.

- (d) Income. As of each Valuation Date, any earnings or losses (net appreciation or net depreciation) shall be allocated to each Participant’s Account. Each segregated Account maintained on behalf of a Participant shall be credited or charged with its separate earnings and losses.

**5.03 Code Section 415 Limitations on Contributions**

(a) General Limit on Annual Additions

(i) Maximum Permissible Amount for Participants Not Covered by Another Plan.

Notwithstanding any other provision of this Plan, for a Participant who does not participate in, and has never participated in another qualified plan maintained by the Employer, or a welfare benefit fund (as defined in Section 419(e) of the Code), an individual medical account (as defined in Section 415(l)(2) of the Code), or a simplified employee pension (as defined in Section 408(k) of the Code) maintained by the Employer, which provides an Annual Addition, in no event shall the Annual Addition to a Participant’s Account under this Plan, for any Limitation Year, exceed the Maximum Permissible Amount. The Maximum Permissible Amount is the lesser of:

- A. The maximum dollar amount permitted under Code Section 415(c)(1)(A) (as adjusted for cost of living by the Secretary of Treasury in accordance with Code Section 415(d)) or
- B. 100 percent of such Participant’s 415 Compensation for the Limitation Year or
- C. Other limitation contained in the Plan.

If a short Limitation Year is created because of an amendment changing the Limitation Year to a different 12-consecutive month period, the dollar limitation specified in (A) above shall be adjusted by multiplying it by a fraction the numerator of which is the number of months in the short Limitation Year and the denominator of which is 12.

If the Plan is terminated as of a date other than the last day of the Limitation Year the Plan is deemed to have been amended to change its Limitation Year and the Maximum Permissible Amount shall be prorated for the resulting short Limitation Year.

The limitation specified in (B) above shall not apply to any contribution for medical benefits within the meaning of Code Section 401(h) or 419A(f)(2) after separation from service which is otherwise treated as an Annual Addition under Code Section 419A(d)(2) or 415(l)(1).

(ii) Maximum Permissible Amount for Participants Covered by Another Plan

If the Participant is covered under another defined contribution plan, or a welfare benefit fund, an individual medical account or a simplified employee pension maintained by the Employer, that provides an Annual Addition

during any Limitation Year, the provisions of this subsection 5.03(a)(ii) shall apply. In that case Annual Additions shall not exceed the lesser of;

- A. The Maximum Permissible Amount reduced by the Annual Additions to the Participant’s account for the same Limitation Year under such other qualified plans, welfare benefit funds, individual medical accounts or simplified employee pension, or
- B. Any other limitation contained in the Plan.

If the Annual Additions with respect to a Participant under other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions maintained by the Employer are less than the Maximum Permissible Amount and a contribution that would otherwise be contributed or allocated to the Participant's Account under the Plan would cause the Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amount to be contributed or allocated shall be reduced so that the Annual Additions for the Limitation Year shall equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other qualified defined contribution plans, welfare benefit funds, individual medical benefit accounts or simplified employee pension in the aggregate are equal to or greater than the Maximum Permissible Amount, no amount shall be contributed or allocated to the Participant's Account under the Plan for the Limitation Year.

As soon as is administratively feasible after the end of the Limitation Year, the amounts referred to in Subsection 5.03(a)(i) shall be determined on the basis of the Participant's actual 415 Compensation for such Limitation Year.

(b) Correction of Excess Annual Additions.

If allocations to be credited to the Participant would cause that Participant’s Account to exceed the applicable Section 415 limits for a Limitation Year (whether solely under this Plan or through a combination of plans required to be aggregated) allocations shall cease being made to the Plan on behalf of that Participant and no further allocations shall be made to the Plan on behalf of that Participant for that Limitation Year.

If the Annual Additions made on behalf of a Participant exceed the limitations set forth in this Section, the excess amount shall be corrected in accordance with a permissible correction method as set forth in the Employee Plans Compliance Resolution System, or other official Internal Revenue Service correction program.

(c) Annual Additions Defined.

For purposes of this Section, the term “Annual Additions” for any Participant means the sum for any Limitation Year of:

- (i) Contributions made by the Employer or an Affiliate on behalf of the Participant;



- (ii) Contributions made by the Participant [excluding Rollover Contributions, contributions made under Code Section 403(a)(4), 403(b)(8), 408(d)(3) and 414(h) and contributions of previously distributed benefits which result in such a Plan’s restoration of previously forfeited benefits pursuant to Treasury Regulation Sections 1.411(a)-7(d)];
- (iii) Forfeitures allocated to the Participant;
- (iv) Amounts allocated for the benefit of the Participant to an individual medical account established under a pension or annuity plan maintained by the Employer or an Affiliate, as defined in Section 415(l)(2) of the Code and amounts derived from contributions paid or accrued under a welfare benefit fund, as defined in Section 419(e) of the Code maintained by the Employer ; and
- (v) Allocations under a simplified employer pension plan.

Annual Additions include only Employer and/or Affiliate contributions credited to a Participant’s Account for the Limitation Year and certain transactions between the Plan and the Employer as described in Treasury Regulation Section 1.415(c)-1(b)(4) that are made during the Limitation Year. An Annual Addition is credited to the Participant's Account for a particular Limitation Year if it is allocated to the Participant's Account under the terms of the Plan as of any date within the Limitation Year. Employer contributions made by governmental employers, must be made to the Plan not later the 15<sup>th</sup> day of the tenth calendar month following the end of the calendar year or fiscal year within or within which the particular Limitation Year ends. Employee Contributions are not treated as credited to a Participant’s Account for a particular Limitation Year unless the contribution is actually made to the Plan no later than 30 days after the close of that Limitation Year.

(d) Annual Additions Excluded Items

For purposes of this Section, the term “Annual Additions” for any Participant excludes the following:

- (i) Restorative payments allocated to a Participant’s Account, including payments made to restore losses to the Plan resulting from actions (or a failure to act) by a fiduciary for which there is a reasonable risk of liability under applicable federal or state law, where similarly situated Participants are similarly treated;
- (ii) Direct transfers of a benefit of employee contributions from a qualified plan to the Plan;
- (iii) Restoration of an Employee’s accrued benefit by the Employer or resulting from the repayment of cash-outs under Code Section 411(1)(3)(d) or 411(a)(7)(C);
- (iv) Repayments of employee contributions as described in Code Section 415(k); and
- (v) Rollover Contributions.

- (e) 415 Compensation Defined. For purposes of Code Section 415 and this Section 5.03, the term "415 Compensation" shall mean wages within the meaning of Code Section 3401(a) for the purpose of income tax reporting at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the Employer or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2), as (i) adjusted for the special timing rules described in IRS Regulation Section 1.415(c)-2(e), and (ii) increased by any "deemed section 125 compensation," as described in IRS Regulation Section 1.415(c)-2(g)(6). "Compensation" for any Limitation Year is the compensation actually paid or includable in gross income during such year. "Compensation" shall not include mandatory contributions to a defined benefit plan sponsored by the Employer that are "picked up" pursuant to Section 414(h) of the Code and are treated as Employer contributions in determining their federal income tax treatment under the Code.

Notwithstanding the foregoing, "compensation" shall include any elective deferral (as defined in Code Section 402(g)(3)) and any amount that is contributed or deferred by the Employer at the election of the employee and which is not includible in the gross income of the Employee by reason of Code Sections 125 or 457. In addition, "compensation" shall be increased by the amount by which the Participant's pay is reduced by salary reduction or similar arrangement under Code Section 132(f)(4) (*i.e.*, a qualified transportation program).

The annual "compensation" taken into account shall not exceed the limitations of Code Section 401(a)(17) in effect as of the beginning of the Plan Year in which it is paid.

Amounts that would otherwise constitute "compensation" above but are paid from a nonqualified, unfunded deferred "compensation" plan sponsored by the Employer nevertheless shall constitute "compensation" for purposes of the limitations in Code Section 415 in the year in which such amounts are actually received by the Participant, but only to the extent such amounts are includible in the Participant's gross income.

The following amounts shall also constitute "compensation" only if the amounts are paid by the later of 2½ months after the Participant's Severance from Employment with the Employer or the end of the Limitation Year that includes the date of the Participant's Severance from Employment, and the amounts would have constituted "compensation" under this Section if they were paid prior to the Participant's Severance from Employment with the Employer:

- (i) Payment of regular Compensation for services during the Employee's regular working hours, or Compensation for services outside the Employee's regular working hours (such as overtime or shift differentials), commissions, bonuses or other similar payments and absent a Severance from Employment the payment would have been paid to the Employee while the Employee continued in employment with the Employer;

- (ii) Payment for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued; and
- (iii) Amounts received by a Participant pursuant to a nonqualified unfunded deferred "compensation" plan, but only if the payment would have been paid to the Participant at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

Back pay, within the meaning of Section 1.415(c)-2(g)(8) of the Treasury Regulations shall be treated as Compensation for the Limitation Year to which the back pay relates to the extent that the back pay represents wages and Compensation would otherwise be included under this definition.

Compensation shall not include amounts paid as compensation to a nonresident alien, as defined in Code Section 7701(b)(1)(B), who is not a Participant in the Plan to the extent the Compensation is excluded from gross income and is not effectively connected with the conduct of a trade or business within the United States.

Prior to the determination of a Participant's actual 415 Compensation for the Limitation Year, the amounts referred to in Subsection 5.03(a)(ii)(A) above may be determined on the basis of a reasonable estimation of the Participant's 415 Compensation for such Limitation Year, uniformly determined for all Participants similarly situated. Any Employer Contribution to be made based on estimated annual 415 Compensation shall be reduced by any excess 415 amounts carried over from prior Limitation Years.

Notwithstanding the general rules of this Section, the Plan will take into consideration 415 Compensation for a Limitation Year but not paid during the Limitation Year resulting from certain de minimis timing differences. Specifically, under this special rule, 415 Compensation shall include amounts earned during a Limitation Year but not paid during that Limitation Year solely because of the timing of pay periods and pay dates provided: (1) the amounts are paid during the first few weeks of the next Limitation Year; (2) the amounts are included on a uniform and consistent basis with respect to all similarly situated Participants and (3) no compensation is included in more than one Limitation Year.

**5.04 Notice to Participants of Account Balances**

At least once each calendar quarter, the Plan Administrator shall cause a written statement of a Participant's Account balance to be distributed to the Participant.

**5.05 Good Faith Valuation Binding**

In determining the value of the Trust Fund and the Accounts, the Third Party Service Provider and the Trustees shall exercise their best judgment, and all such determinations of value (in the absence of bad faith) shall be binding upon all Participants and Beneficiaries.

## **ARTICLE VI: RETIREMENT/SEVERANCE BENEFITS/IN-SERVICE DISTRIBUTIONS**

### **6.01 Retirement**

If a Participant has a Severance from Employment with the Employer at or after his Normal Retirement Date, he shall be one hundred percent (100%) vested in all of the amounts credited to his Account. Plan participation of an active Eligible Employee shall continue until his actual retirement date. Upon a Participant's actual retirement date, or as soon thereafter as is practicable, the Trustees shall cause the distribution of all amounts credited to such Participant's Account in accordance with Article VIII.

### **6.02 Severance for Other Reasons**

- (a) A Participant or Beneficiary may not receive a distribution from the Plan earlier than upon the Participant's Severance from Employment, death or Disability, except as otherwise provided in Section 6.04.
- (b) If a Participant has a Severance from Employment with the Employer before his Normal Retirement Date for any reason other than death or Disability, he is entitled to receive the amounts in his Account as of the date of benefit commencement to the extent he was vested in those amounts as of his Severance Date. The Participant's Account shall be distributed to him as provided under Article VIII of the Plan.
- (c) All Participants shall at all times be fully vested in their Employee Contribution and Rollover Accounts. Except as provided below, the Employer Contribution Accounts of a Participant shall vest in accordance with the vesting schedule as selected by the Employer in its Adoption Agreement, based on the total of the Participant's Years of Service. Additional rows may be added to any option in the Adoption Agreement, provided that the resulting schedule is at least as favorable as 15-year cliff vesting, 20-year graded from 5-20 Years of Service, or, for qualified public safety employees within the meaning of Code Section 72(t)(10)(B), 20-year cliff vesting.
- (d) Notwithstanding the rules above a Participant's Employer Contribution Account shall become 100 percent vested and nonforfeitable upon the occurrence of any of the following events:
  - (i) the Participant's attainment of Normal Retirement Age while still employed as an Employee of the Employer or Affiliate;
  - (ii) the Participant's death while still employed as an Employee of the Employer or Affiliate; or
  - (iii) the Participant's becoming Disabled while still employed as an Employee of the Employer or Affiliate.



**6.03 Timing and Application of Forfeitures; Vesting After Restoration Contributions**

If a Participant has a Severance from Employment, and the value of the Participant’s vested Account Balance derived from Employer and Employee Contributions is not greater than \$5,000 (or such lesser amount as elected by the Employer in Section 8.05 of its Adoption Agreement) the Participant will receive a distribution of the value of the entire vested portion of such Account balance and the nonvested portion will be treated as a forfeiture. If a Participant would have received a distribution under the preceding sentence but for the fact that the Participant’s vested Account balance exceeded \$5,000 (or such lesser amounts as elected by the Employer in Section 8.05 of its Adoption Agreement) when the Participant had a Severance from Employment, and if at a later time such Account balance is reduced such that it is not greater than \$5,000 (or such lesser amount as elected by the Employer in Section 8.05 of its Adoption Agreement), the Participant will receive a distribution of such Account balance and the nonvested portion will be treated as a forfeiture. If a Participant has no vested interest in his Account at the time of his Severance from Employment, he shall be deemed to have received a cash-out distribution at the time of his Severance from Employment, and the forfeiture provisions of this Section shall apply.

A forfeiture shall occur on the earlier of the date the Participant receives a distribution of the entire vested portion of his or her Account or the last day of the Plan Year in which the Participant incurs a one year Break in Service or one year Period of Severance. If on the Participant’s Severance Date the value of the Participant’s vested account balance is zero, the Participant will be deemed to have received his entire vested interest from the Plan on his Severance Date. If a Participant who is not yet 100% vested in his Employer Matching, Basic or Discretionary Contribution Accounts has a Severance from Employment and elects to receive an immediate distribution of the vested amounts in his Employer Matching, Discretionary or Basic Contribution Account, the nonvested amounts held in such Accounts shall be treated as Forfeiture. If the Participant elects to have distributed less than the entire vested portion of the Account balance derived from Employer Contributions, the part of the nonvested portion that will be treated as a forfeiture is the total nonvested portion multiplied by a fraction, the numerator of which is the amount of the distribution attributable to Employer Contributions and denominator of which is the total value of the vested Employer derived account balance. If a distribution is made at a time when a Participant is less than 100% vested in his Employer Matching, Basic or Discretionary Contribution Accounts and the Participant may increase his vested percentage in such Accounts a separate account will be established for the Participant’s interest in the Plan as of the time of the distribution and at any relevant time, the Participant’s vested Account balance of the separate account will be equal to an amount (“X”) determined by the following formula:

$$X=P(AB+(RXD))-(RXD)$$

For purposes of this formula, P is the vested percent at the relevant time, AB is the Account balance at the relevant time, D is the amount of the distribution and R is the ratio of the Account balance at the relevant time to the Account balance after distribution.

Forfeitures shall be used to reduce the Employer's obligation to make Restoration Contributions, to reduce the Employer's obligation to make Employer Contributions or to pay expenses, as determined by the Employer. Forfeitures shall be so applied no later than the last day of the Plan Year following the Plan Year in which the forfeiture arose.

If a Participant resumes employment with the Employer after he has incurred 5 or more consecutive one year Periods of Severance or Breaks in Service, his nonvested amount shall not be restored. If a Participant resumes employment with the Employer before he has incurred 5 consecutive one year Periods of Severance or Breaks in Service, the nonvested amount shall be restored as follows:

- (a) Reemployment and Vesting After Cash-Out Distribution. If by the Participant's Reemployment Commencement Date, the Participant has received a distribution of the entire vested interest in his Account not later than the close of the second Plan Year following the Plan Year in which his Severance from Employment with all Affiliates occurred, the provisions of Section 4.06(a) shall apply (requiring repayment by such a Participant as a condition for restoration of the nonvested amount). Upon such repayment, the rehired individual immediately shall be credited on the vesting schedule set forth in Section 6.02 with all previously earned Years of Service for purposes of determining his vested interest in the restored Account.
- (b) Reemployment and Vesting Before Any Distribution. If by the Participant's Reemployment Commencement date the Participant has not received any distributions of his vested interest in his Account, or if he has no vested interest in his Account, the nonvested amount of his Accounts shall be restored pursuant to the terms of Section 4.06(b) and shall be credited to those Accounts. The Participant's Account then shall be subject to all of the vesting rules in this Article as if no Forfeitures had occurred.

**6.04 In-Service Distributions**

- (a) Availability. Except as elected by the Employer in its Adoption Agreement and as otherwise permitted under this Section 6.04 with respect to Participants who continue in employment past Normal Retirement Age or who continue in employment past their Required Beginning Date (as defined in Section 8.07(f)(v), a Participant shall not be permitted to make a withdrawal from his Account under the Plan prior to retirement or Severance from Employment with the Employer and all Affiliated Employers, if any. The terms and conditions of any in-service withdrawals under this section shall be determined by the Third Party Service Provider, including frequency limitations and minimum or maximum withdrawal amounts.
- (b) Employee After-Tax Contributions. If so provided by the Employer in its Adoption Agreement, a Participant may elect to withdraw up to one hundred percent (100%) of the amount then credited to his or her Employee After-Tax Contribution Account.
- (c) Rollover Contributions. If so provided by the Employer in its Adoption Agreement, a Participant may elect to withdraw up to one hundred percent (100%) of the amount then credited to his or her Rollover Contribution Account.

- (d) Attained Age Withdrawals. If so provided by the Employer in its Adoption Agreement, a Participant who has attained the age specified in its Adoption Agreement may make a withdrawal, upon request, of up to one hundred percent (100%) of his or her vested Accounts, in one lump sum.
- (e) Active Military Distribution (HEART Act). A Participant performing service in the uniformed services as described in Code Section 3401(h)(2)(A) shall be treated as having been severed from employment with the Employer and shall, as long as that service in the uniformed services continues, have the option to request a distribution of all or any part of his or her vested Account. Any distribution taken by a Participant pursuant to the previous sentence shall be considered an Eligible Rollover Distribution.
- (f) Distributions based on Years of Plan Participation. If so provided by the Employer in its Adoption Agreement, a Participant who has participated in the Plan for a minimum of five (5) years, may make a withdrawal, upon request, of the lesser of the dollar amount specified in the Adoption Agreement or one hundred percent (100%) of his or her vested Account, in one lump sum.

## ARTICLE VII: DEATH BENEFITS

### 7.01 Death

If the Severance from Employment of a Participant is caused by his death, or if an Inactive Participant dies before he receives a complete distribution of all his vested Accounts, his death benefit shall be equal to one hundred percent (100%) of his vested Account credited as of the Valuation Date coincident with or next following his date of death and the Beneficiary is entitled to receive the entire amount in his Account as of the date of distribution, to be paid in one lump sum or any form of payment available to Participants as elected by the Employer under Section 7.01 of the Adoption Agreement. The Participant’s Beneficiary shall be the person(s) designated pursuant to Section 7.03. The Employer may require such proper proof of death and such evidence of the right of any person to receive payment of the value of the Account of a deceased Participant or a deceased Inactive Participant, as the Employer may deem desirable. The Employer’s determination of death and of the right of any person to receive payment shall be conclusive.

Payment of benefits due under this Section shall be made in accordance with the provisions of this Article VII and Article VIII of the Plan.

### 7.02 Payment of Death Benefits

- (a) Payments to Spouse. Except as provided in Section 8.07, if the Participant’s Beneficiary is eligible to receive a death benefit under Section 7.01, payment of such benefit shall begin as soon as practical following the Participant’s date of death.
- (b) Minimum Benefit Rules. All distributions will be made in accordance with Section 8.07 of the Plan, Code Section 401(a)(9), and the regulations promulgated under Code Section 401(a)(9).

**7.03 Beneficiary Designation**

In accordance with the terms of this Section 7.03, Participants shall designate and from time to time may redesignate their Beneficiary or Beneficiaries in such form and manner as the Third Party Service Provider may provide. If a Participant dies without designating a Beneficiary, or the Beneficiary designated by a Participant cannot be located within one year after the date benefits are to commence to said person, then the Beneficiary shall be the Participant’s Surviving Spouse. If there is no Surviving Spouse, any benefits that remain payable shall be paid to the Participant’s estate.

No Beneficiary designation shall be given effect to the extent that doing so violates O.C.G.A. 47-1-24, as it is in effect as of October 1, 2019, and is set forth in Schedule A hereto.

**7.04 Facility of Payment to Minors or For Incapacity**

If the Plan Administrator determines, on the basis of medical reports or other evidence satisfactory to the Plan Administrator, that the recipient of any benefit payments under the Plan is incapable of handling his affairs by reason of minority, illness, infirmity or other incapacity, the Administrator may direct the Trustee to disburse such payments to a person or institution designated by a court which has jurisdiction over such recipient or a person or institution otherwise having the legal authority under state law for the care and control of such recipient. The receipt by such person or institution of any such payments shall be complete acquittance therefore, and any such payment to the extent thereof, shall discharge the liability of the Trust for the payment of benefits hereunder to such recipient.

**ARTICLE VIII: PAYMENT OF BENEFITS**

**8.01 Normal Payment Forms**

(a) Forms of Payment. Except as otherwise provided herein or in the Employer’s Adoption Agreement, a benefit described in this Article VIII shall be paid as selected by the Participant or Beneficiary from the following options:

(i) Single-Sum Payment. A single-sum payment of the Participant’s Account balance.

(ii) Installment Payments. Certain periodic cash installments paid monthly, quarterly, semiannually or annually over a designated period of years offered by the Third Party Service Provider and as selected by the Participant or Beneficiary.

(iii) Rules Relating to Installments. If a Participant or Beneficiary elects for his benefit to be paid in installment payments over a term certain as provided in subsection (a)(ii) hereof, the following rules shall apply:

A. The maximum length thereof shall be the joint life expectancy of such Participant and his designated Beneficiary. The initial value of the obligation for the installment payments shall be equal to the amount



of the Participant's Account balance on the day payments are scheduled to commence. Notwithstanding anything herein to the contrary, distributions from the Plan must satisfy the requirements of Code Section 401(a)(9)(G), including the incidental benefit rules as described in Treasury Regulation Section 1.401(a)(9)-2.

- B. Notwithstanding anything herein to the contrary, a Participant or Beneficiary whose distribution of benefits from the Plan is in the form of installment payments may elect, at any time before his entire benefit has been distributed, to receive the remainder of his Account balance in the form of a single sum payment. The Participant or Beneficiary may also elect to change the installment method previously selected, to the extent permitted by the Third Party Service Provider.
  - C. If a Participant or Beneficiary dies after payment of his benefits from the Plan has begun but before his entire benefit has been distributed, the remaining amount of the Account balance shall be distributed to the Participant's or Beneficiary's designated Beneficiary; provided, the Beneficiary may elect to receive the remainder of the Account in the form of a single sum payment.
  - D. A Participant or Beneficiary who has elected to receive his benefit in the form of installment payments shall continue to have the right to direct the investment of that portion of his Account which has not yet been distributed.
- (iv) Systematic Payments. Certain periodic cash installments paid monthly, quarterly, semiannually or annually, in a designated dollar amount, as offered by the Third Party Service Provider and as selected by the Participant or Beneficiary.
- (v) Rules Relating to Systematic Payments. If a Participant or Beneficiary elects for his benefit to be paid in systematic payments in a designated dollar amount as provided in subsection (a)(iv) hereof, the following rules shall apply:
- A. The amount distributed from the Plan must, notwithstanding anything herein to the contrary, satisfy the requirements of Code Section 401(a)(9)(G), including the incidental benefit rules as described in Treasury Regulation Section 1.401(a)(9)-2. If the systematic payment elected by the Participant or Beneficiary is less than the amount required by Code Section 401(a)(9)(G), the Participant's or Beneficiary's systematic payment amount shall be increased by an amount determined by the Third Party Service Provider to ensure that such provisions are satisfied.
  - B. Notwithstanding anything herein to the contrary, a Participant or Beneficiary whose distribution of benefits from the Plan is in the form of systematic payments may elect, at any time before his entire

benefit has been distributed, to receive the remainder of his Account balance in the form of a single sum payment or convert to installment payments under subsection (a)(ii) hereof. The Participant or Beneficiary also may elect to change the systematic payment method previously selected, to the extent permitted by the Third Party Service Provider.

- C. If a Participant dies after payment of his benefits from the Plan has begun but before his entire benefit has been distributed, the remaining amount of the Account balance shall be distributed to the Participant's designated Beneficiary in the same payment form (and amount) elected by the Participant provided that his Beneficiary may elect to receive the remainder of the deceased Participant's Account in the form of a single sum payment or to adjust the payment form in any manner that the Participant could have, had the Participant survived.
  - D. A Participant who has elected to receive his benefit in the form of systematic payments shall continue to have the right to direct the investment of that portion of his Account that has not yet been distributed.
  - E. The Third Party Service Provider shall determine the minimum payment amount under a systematic payment election and the minimum Account balance required to elect systematic payments, which requirements shall be applied on a uniform basis to all similarly-situated Participants.
  - F. For purposes of determining whether a systematic payment is one of a series of substantially equal period payments (not less frequently than annually) made for the life (or the life expectancy) of the Employee or for the joint lives (or joint life expectancies) of the Employee and the Employee's designated beneficiary, or for a specified period of 10 years or more, pursuant to Code Section 402(c)(4)(A), the Third Party Service Provider shall apply reasonable actuarial assumptions in accordance with IRS Regulation 1.402(c)-2, Q-5(d)(2).
- (vi) A Combination Single-Sum Payment and Installments or Systematic Payments. A Participant may elect to have a portion of his Account paid as a single-sum payment pursuant to Section 8.01(a)(i) and the remainder paid in installments pursuant to Section 8.01(a)(ii) or systematic payments pursuant to Section 8.01(a)(iv). The amount paid pursuant to each sub-section shall be separately subject to the relevant rules applicable to that form of payment.
  - (vii) Other Forms. The Third Party Service Provider, may in its sole discretion, permit an Employer to offer its Participants benefit payments in one or more of the forms which appear in the Forms of Payment Addendum.

(b) Direct Rollovers. Notwithstanding any other provision of the Plan to the contrary, a Distributee may elect to have any portion of a distribution due to him from the Plan, which is an Eligible Rollover Distribution, paid in a direct rollover to an Eligible Retirement Plan specified by the Distributee. However, a Distributee may not elect a direct rollover with respect to a portion of the Eligible Rollover Distribution if such portion totals less than \$500. For purposes of this Section, the term “Distributee” is defined in Section 2.13 hereof.

**8.02 Assets Distributed**

Any distribution to a Participant or his Beneficiary shall be made in the form of cash. Cash distributions shall be paid directly from the Trust Fund. Any payment made in accordance with the provisions of the Plan to a Participant or Beneficiary, or to his legal representative, shall, to the extent of the method of computation as well as the amount thereof, constitute full satisfaction of claims hereunder against the Trustees, the Third Party Service Provider and the Employer, any of whom may require such Participant, Beneficiary or legal representative, as a condition precedent to such payment, to execute a receipt and release therefor.

**8.03 Application for Benefits**

Except as otherwise required by law, before payment of any benefit hereunder, the Employer shall require that the Participant or Beneficiary, as the case may be, make a written election to receive such benefit and submit the election to the Employer in such form as the Third Party Service Provider shall prescribe. In order for such Participant’s election to be valid, he must have a Severance from Employment or the distribution must be permitted by the Employer under Section 6.04 and the In-Service Withdrawal Addendum to the Adoption Agreement. Distribution of benefits under the Plan shall be made as soon as practicable after the Participant or Beneficiary files an election with the Plan Administrator requesting such payment. If a Participant or Beneficiary fails to file an election specifying the time of payment, his benefit shall be distributed no later than the Required Beginning Date (as defined in Section 8.07(f)(v) below). The Plan Administrator shall notify the Third Party Service Provider, whenever a Participant or Beneficiary is entitled to receive benefits under the Plan.

**8.04 Time of Payment**

Notwithstanding anything in the Plan to the contrary, and unless the Participant otherwise elects, payment of a Participant’s benefit will begin no later than 60 days after the end of the Plan Year which includes the latest of (i) the date on which the Participant attained Normal Retirement Age, (ii) the date which is the 10th anniversary of the date he commenced participation in the Plan, or (iii) his Severance Date.

**8.05 Participant Consent to Distribution**

No distribution shall be made to the Participant after Severance from Employment before he reaches his Normal Retirement Age (or age 62, if later) without the Participant's consent, unless the Employer has elected to cash out de minimis Accounts in its Adoption Agreement and the Participant's vested interest in his Account does not exceed the maximum amount subject to automatic distribution pursuant to Section 8.06 below. Such consent shall be made

prior to the distribution. Notwithstanding any other provision of the Plan to the contrary, the consent of the Participant shall not be required to the extent that a distribution is required to satisfy Code Section 401(a)(9) or Code Section 415. In addition, upon termination of the Plan if it does not offer an annuity option (purchased from a commercial provider) and if the Employer does not maintain another defined contribution plan the Participant's Account shall, without the Participant's consent, be distributed to the Participant. However, if the Employer maintains another defined contribution plan then the Participant's Account shall be transferred, without the Participant's consent, to the other plan if the Participant does not consent to an immediate distribution.

**8.06 Small Payments and Automatic Rollovers**

If the Employer has elected to cash out de minimis Accounts under Section 8.05 of its Adoption Agreement, the Third Party Service Provider shall make distributions to Participants or Beneficiaries without an election from the Participant or the Beneficiary, if the Participant's Account is less than maximum cash out limit permitted under Code Section 411(a)(11)(A) (\$5,000 in 2018 or \$1,000 if so designated by the Employer in its Adoption Agreement) at the time of benefit commencement (including any Rollover Contribution and any earnings and losses attributable thereto). If the vested interest in the Participant's Account does not exceed one thousand dollars (\$1000), distribution shall be made to the Participant or Beneficiary in a lump sum as soon as practical. If the mandatory distribution is greater than \$1,000, and if the Participant or Beneficiary does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant or Beneficiary in a direct rollover, or to receive the distribution directly in accordance with the terms of the Plan, then the Third Party Service Provider shall make such distribution in a direct rollover to an individual retirement plan designated by the Third Party Service Provider on behalf of the Participant or Beneficiary.

**8.07 Required Minimum Distributions**

- (a) Code Section 401(a)(9). All distributions will be made in accordance with Code Section 401(a)(9), the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G), the regulations promulgated under Code Section 401(a)(9) and any other provisions reflecting the requirements of Code Section 401(a)(9) and prescribed by the Internal Revenue Service. The terms of the Plan reflecting the requirements of Code Section 401(a)(9) override the distribution options (if any) in the Plan which are inconsistent with those requirements. Under no circumstances, however, shall the rules stated in this Section 8.07 be deemed to provide distribution rights to Participants or their Beneficiaries that are more expansive or greater than the distribution rights stated elsewhere in this Plan (such as a later beginning date for distributions or a longer payout period for distributions). For example, distributions to a Participant under this Section 8.07 may only be made in a form that is provided pursuant to Section 8.01. In addition, if the Plan requires distributions to commence to Participants or a Beneficiary before age 70 ½, such distributions must commence by the date specified elsewhere in this Plan and may not be delayed to age 70-1/2.



- (b) Limits on Distribution Periods. As of the first distribution calendar year, distributions to a Participant, if not made in a single lump sum, may only be made over one of the following periods:
  - (i) The life of the Participant,
  - (ii) The joint lives of the Participant and a Designated Beneficiary,
  - (iii) A period certain not extending beyond the life expectancy of the Participant, or
  - (iv) A period not extending beyond the joint life and last survivor expectancy of the Participant and a Designated Beneficiary.
  
- (c) Time and Manner of Distribution Under Code Section 401(a)(9). The provisions of Section 8.07 (b), (c), (d), and (e), will apply for purposes of determining required minimum distributions under Code Section 401(a)(9) for calendar years beginning with the 2003 calendar year. The Participant's entire interest will be distributed, or begin to be distributed to the Participant no later than the Participant's Required Beginning Date. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
  - (i) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, then distributions to the Surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.
  - (ii) If the Participant's Surviving Spouse is not the Participant's sole Designated Beneficiary, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies.
  - (iii) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
  - (iv) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary and the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse begin, then subsection (c)(ii), (iii), or (iv) will apply as if the Surviving Spouse were the Participant.

For purposes of this Section 8.07(c) and Section 8.07(e), unless Section 8.07(c)(iv), applies, distributions are considered to begin on the Participant's Required Beginning Date. If Section 8.07(c)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the Surviving Spouse under Section 8.07(c)(i).

Notwithstanding any provisions of the Plan to the contrary, a Participant who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H), will not receive those distributions for 2009 unless the Participant chooses to receive such distributions. Participants described in

the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence. In addition, any 2009 required minimum distributions will be treated as Eligible Rollover Distributions.

(d) Required Minimum Distributions During Participant's Lifetime. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

- (i) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9 Q&A-2, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
- (ii) if the Participant's sole Designated Beneficiary for the distribution calendar year is the Participant's Spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9 Q&A-3, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the distribution calendar year.

Required minimum distributions will be determined under Section (i) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(e) Required Minimum Distributions After Participant's Death.

- (i) Death On or After Date Distributions Begin with no Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
- (ii) Death On or After Date Distributions Begin with a Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's Designated Beneficiary, determined as follows:
  - A. The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
  - B. If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, the remaining life expectancy of the Surviving Spouse is calculated for each distribution calendar year

after the year of the Participant's death using the Surviving Spouse's age as of the Spouse's birthday in that year. For distribution calendar years after the year of the Surviving Spouse's death, the remaining life expectancy of the Surviving Spouse is calculated using the age of the Surviving Spouse as of the Spouse's birthday in the calendar year of the spouse's death reduced by one for each subsequent calendar year.

- C. If the Participant's Surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(iii) Death Before Date Distributions Begin

- A. If the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's Designated Beneficiary, determined as provided in Section 8.07(e)(i).
- B. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- C. If the Participant dies before the date distributions begin, the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, and the Surviving Spouse dies before distributions are required to begin to the Surviving Spouse under Section 8.07(c)(i), this Section 8.07(e)(iii) will apply as if the Surviving Spouse were the Participant.

(f) Definitions

- (i) Designated Beneficiary. The Designated Beneficiary is the individual who is designated as the Beneficiary under Section 7.03 of the Plan and is the Beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9)-4, of the Treasury regulations.
- (ii) Distribution calendar year. The distribution calendar year is a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 8.07(c). The Required Minimum Distribution for the Participant's first distribution

calendar year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

- (iii) Life expectancy. Life expectancy is computed by use of the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9 Q&A-1.
- (iv) Participant's Account balance. Participant's Account balance is the Account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any Contributions made and allocated or forfeitures allocated to the Account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.
- (v) Required Beginning Date. The later of April 1 following the calendar year (i) in which the Participant attains age 70-1/2, or (ii) in which the Participant has a Severance from Employment. The Participant's Severance from Employment shall not, for purposes of this Section 8.07, be later than the date that the Participant retires within the meaning of Code Section 401(a)(9)(C)(i)(II).

**8.08 Nonalienation of Benefits**

Except with respect to federal income tax levies, forfeitures required under State law or as otherwise required by law, benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a Spouse or former spouse or for any other relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the Plan. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Plan does not recognize domestic relations orders.

**8.09 Forfeiture of Benefits**

All Employer Contribution Accounts under the Plan may be forfeited or reduced in the manner and to the extent required under O.C.G.A. Sections 47-1-21 through Sections 47-1-25, as such provisions are in effect as of October 1, 2019, and are set forth in Schedule A hereto, if the Participant or Beneficiary is convicted of a public employment, drug related or other covered crime.



**8.10 Unclaimed Benefits**

The Plan Administrator shall at all times be responsible for determining the whereabouts of each Participant and Beneficiary who may be entitled to benefits under the Plan and shall direct the Third Party Service Provider as to the current address of each Participant and Beneficiary. The Trustee and Third Party Service Provider shall have no duty to make any distribution other than those for which it has received a satisfactory direction from the Plan Administrator with a known address. Notwithstanding the foregoing, if a Participant becomes entitled to benefits under the Plan and the Plan Administrator is unable to locate such Participant (after sending a letter, return receipt requested, to the Participant's last known address, and after such further diligent efforts as the Plan Administrator in its sole discretion deems appropriate) within one year from the date upon which he becomes so entitled, the Plan Administrator shall direct that such benefits be paid to the person(s) who have been designated as the Participant's Beneficiary or, if none, who have been designated as the Beneficiary by operation of the Plan; and, provided further, if the distribution is payable upon termination of the Plan, the Plan Administrator shall not be required to wait until the end of such 1-year period. If neither the Participant nor his Beneficiary can be located and all of them fail to claim such benefits by the end of the fifth Plan Year following the Plan year in which such Participant becomes entitled to such benefits, then the full Account of the Participant shall be deemed abandoned and treated as a Forfeiture; provided, in the event such Participant or Beneficiary is located or makes a claim subsequent to the allocation of the abandoned Account but prior to the expiration of the time within which any such person's claim to the Account would expire under appropriate state law, then the amount of the abandoned Account (unadjusted for any investment gains or losses from the time of abandonment) shall be restored (from abandoned Accounts, Trust earnings or Contributions made by the Employer) to such Participant or Beneficiary, as appropriate; and, provided further, the Plan Administrator, in its sole discretion, may delay the deemed date of abandonment of any such Account for a period longer than the prescribed five Plan Years if it believes that it is in the best interest of the Plan to do so.

**8.11 Maintenance of Account**

Upon the entitlement of a Participant or his Beneficiary to benefits under the Plan, the amount from which benefits are payable, may be retained in the Trust Fund as such Participant's Account. Any such Account shall benefit proportionately from any earnings of the Trust Fund and any appreciation in the value of its assets and shall suffer the detriment of any losses or depreciation in the value of the Trust assets. The Account balance shall be distributed to the Participant or his Beneficiary at such time and in such manner as provided in the Plan.

**8.12 Denial of Claims**

- (a) Procedure. Request for benefits under the Plan shall be approved by the Plan Administrator or its designee.
- (b) Review Procedure. Any Participant or Beneficiary who has been denied a benefit, or his duly authorized representative, shall be entitled, upon request to the Plan Administrator, to appeal the denial of his claim. To do so, the claimant must obtain a form from the Plan Administrator on which to request further consideration of his

position. The claimant, or his duly authorized representative, may review pertinent documents related to the Plan and in the Employer’s or the Plan Administrator’s possession in order to prepare the appeal. The form containing the request for review, together with a written statement of the claimant’s position, must be filed with the Plan Administrator no later than 60 days after receipt of the written notification of denial of a claim. The Plan Administrator’s decision shall be made within 120 days following the filing of the request for review, shall be communicated in writing to the claimant and shall be final and binding. If unfavorable, the notice of decision shall explain the reason or reasons for denial and indicate the provisions of the Plan or other documents used to arrive at the decision.

**8.13 Explanation of Certain Rollover Distributions**

Within a reasonable period of time (as defined for purposes of Code Section 402(f)) before making an Eligible Rollover Distribution from the Plan to a Participant or Beneficiary, the Third Party Service Provider shall provide such Participant or Beneficiary with a written explanation of: (a) the provisions under which the distributee may have the distribution directly transferred to another Eligible Retirement Plan, (b) the provisions which require the withholding of tax on the distribution if it is not directly transferred to another Eligible Retirement Plan, (c) the provisions under which the distribution will not be subject to tax if transferred to an Eligible Retirement Plan within 60 days after the date on which the distributee receives the distribution, and (d) such other terms and provisions as may be required under Code Section 402(f) and the regulations promulgated thereunder.

**ARTICLE IX: TRUST FUND INVESTMENTS**

**9.01 Contributions to Trust Fund**

All Contributions are to be paid over to the Trustees to be held in the Trust Fund and invested in accordance with the terms of the Plan and the separate Trust Agreement.

**9.02 Investment Funds**

- (a) Named Investment Funds. The Trustees shall select and make available the array of Investment Funds for the investment of Contributions and Accounts. The Investment Funds in such array may be selected, modified or eliminated from time to time without necessity of amendment to the Plan.
- (b) Reinvestment of Cash Earnings. Any investment earnings received in the form of cash with respect to any Investment Fund (in excess of the amounts necessary to pay Plan or Trust expenses) shall be reinvested in such Investment Fund.
- (c) Investment Policy Statement. The Trustees shall establish the general investment policy guidelines and directions respecting Investment Fund options under the Plan.

### 9.03 Participant Direction of Investments

If elected by the Employer in its Adoption Agreement, Participants and Beneficiaries may direct the manner in which their Accounts shall be invested among the Investment Funds selected by the Trustee; provided, such investment directions shall be made in accordance with the following terms:

- (a) Investment of Account. As of each business day, Contributions, plus earnings (or losses) thereon, will be transferred to the Investment Funds in the proportion designated by the Participant, Beneficiary or a designee pursuant to the most recent election, as described below. If the Participant, Beneficiary or designee does not make an investment election, the Participant's or Beneficiary's Accounts shall be invested in the Investment Fund determined by the Trustees as the default fund. Effective as of each day following his Entry Date into the Plan, the Participant, Beneficiary or designee may elect the percentage of the Participant's or Beneficiary's Account that will be invested in each Investment Fund. Each such election shall remain in effect until changed by the Participant, Beneficiary or designee. If the Participant, Beneficiary or designee fails to make an election for his Accounts pursuant to the terms of this subsection or if an investment election is incomplete or insufficient in some manner, the Accounts will continue to be invested in the same manner provided under the terms of the most recent election affecting such Accounts.
- (b) Conditions Applicable to Elections. Allocations of investments in the various Investment Funds, as described in subsection (a) hereof, shall be made in whole percentages as directed by the Participant, Beneficiary or designee. The Third Party Service Provider shall adopt and maintain procedures to be followed in making such investment elections. Such procedures may include, but are not limited to, the format of the election forms, use of interactive telephone system, the deadline for filing elections and the effective date of such elections; provided, elections must be permitted at least once every three months.
- (c) Self-Directed Brokerage Accounts. Investment Funds may include but are not limited to self-directed brokerage accounts. The Employer shall determine the extent to which Participants may utilize such self-directed brokerage accounts in its Adoption Agreement or through a written Plan amendment.

### 9.04 Expenses

To the extent permitted by law, all reasonable expenses for administration of the Plan and Trust may be paid by the Trust; provided however, the Employer may pay all expenses in the administration of the Plan outside of the Plan, if it chooses not to pay them out of the Trust.

### 9.05 Voting and Tender Offer Rights with Respect to Investment Funds

Only if, to the extent and in the manner, permitted by the Trust and/or any documents establishing or controlling any of the Investment Funds, shall Participants and Beneficiaries be given the opportunity to vote and tender their interests in each such Investment Funds. Otherwise, such interests shall be voted and/or tendered by the Trustees, Investment Manager or other fiduciary that controls such Investment Fund, as may be provided in the controlling documents.

## ARTICLE X: ADMINISTRATION

### 10.01 Plan Administrator's Powers and Responsibility

The Plan Administrator shall have control of the administration of the Plan hereunder, with all powers necessary to enable it properly to carry out its duties as set forth in the Plan. The Plan Administrator is the agent for service of legal process for the Plan. The Plan Administrator shall have the following duties and responsibilities some or all of which may be delegated in whole or in part to the Third Party Service Provider in a separate agreement:

- (a) to construe the Plan and to determine all questions that shall arise thereunder;
- (b) to select the Third Party Service Provider and Trustee, provided however, that by adopting this Plan, the Plan Administrator is deemed to have selected Association County Commissioners of Georgia as the Third Party Service Provider and the Association County Commissioners of Georgia Defined Contribution Plan Program Board of Trustees as the Trustee;
- (c) to decide all questions relating to the eligibility of Employees to participate in the Plan;
- (d) to determine the benefits of the Plan to which any Participant or Beneficiary may be entitled;
- (e) to make such adjustments which it deems necessary to correct any arithmetical or accounting errors;
- (f) to utilize the correction programs or system established by the Internal Revenue Service;
- (g) to maintain and retain records relating to Participants and Beneficiaries;
- (h) to prepare and furnish to Participants all information required under state or federal law or provisions of the Plan to be furnished to them;
- (i) to prepare and furnish to the Third Party Service Provider sufficient employee data and the amount of Contributions received from all sources so that the Third Party Service Provider may maintain separate accounts for Participants and Beneficiaries and make required payments of benefits;
- (j) to prepare and file or publish with all other appropriate government officials all reports and other information required under law to be so filed or published;
- (k) to provide directions to the Trustee with respect to methods of benefit payment and all other matters where called for in the Plan or requested by the Trustees;
- (l) to engage assistants and professional advisers;
- (m) to arrange for fiduciary bonding, if necessary;
- (n) to provide procedures for determination of claims for benefits; and
- (o) to delegate any or all of these responsibilities.



## **10.02 Directions**

Any notice, direction, order, request, certification or instruction to the Third Party Service Provider or to the Trustees shall be in writing and shall be signed by a Plan Administrator. Any written communication or disclosure to Participant required under the Plan may be provided in any other medium (electronic, telephonic, or otherwise) that is permitted under applicable laws and regulations. The Trustees and every other person shall be entitled to rely conclusively upon any and all such notices, directions, orders, requests, certifications and instructions received from the Plan Administrator and reasonably believed to be properly executed, and shall act in accordance therewith.

## **10.03 Reporting and Disclosure**

The Plan Administrator shall keep all individual and group records relating to Participants and Beneficiaries and all other records necessary for the proper operation of the Plan. Such records shall be made available to each Participant and Beneficiary for examination during normal business hours except that a Participant or Beneficiary shall examine only such records as pertain exclusively to the examining Participant or Beneficiary and the Plan. The Plan Administrator shall prepare and shall file as required by law or regulation all reports, forms, documents and other items required by the Code and every other relevant statute, each as amended, and all regulations thereunder. This provision shall not be construed as imposing upon the Plan Administrator the responsibility or authority for the preparation, preservation, publication or filing of any document required to be prepared, preserved or filed by the Third Party Service Provider or Trustees to whom such responsibilities are delegated by law or by the Plan or Trust.

## **10.04 Construction of the Plan**

The Employer shall take such steps as are considered necessary and appropriate to remedy any inequity that results from incorrect information received or communicated in good faith or as the consequence of an administrative error. The Employer shall interpret the Plan and shall determine the questions arising in the administration, interpretation and application of the Plan. The Employer shall endeavor to act, whether by general rules or by particular decisions, so as not to discriminate in favor of or against any person and so as to treat all persons in similar circumstances uniformly. The Employer shall correct any defect, reconcile any inconsistency or supply any omission with respect to the Plan.

## **10.05 Effect of Failure to Qualify Under the Code**

Notwithstanding any other provision of the Plan or Trust to the contrary, if the Employer's Plan fails to be a qualified plan under the Code, such plan can no longer participate in this preapproved plan arrangement and shall be considered an individually designed plan.

## **10.06 Assistants and Advisers**

- (a) Delegation. The Employer and the Plan Administrator shall have the right to delegate any of their responsibilities hereunder and to hire such professional assistants and consultants as they, in their sole discretion, deem necessary or advisable.

- (b) Investment Policy. The Employer shall delegate its responsibilities for establishing and carrying out an investment policy and selecting, monitoring and maintaining Investment Funds to the Trustees.
- (c) Reliance. The Employer shall be entitled to rely upon all certificates and reports made by an accountant, attorney or other professional adviser selected pursuant to this Section and shall be fully protected in respect to any action taken or suffered by them in good faith in reliance upon the advice or opinion of any such accountant, attorney or other professional adviser; and any action so taken or suffered shall be conclusive upon each of them and upon all other persons interested in the Plan.

**10.07 Bonding**

The Employer shall arrange for fiduciary bonding if required by law, but no bonding in excess of the amount required by law shall be required by the Plan.

**ARTICLE XI: ALLOCATION OF AUTHORITY AND RESPONSIBILITIES**

**11.01 General Responsibilities**

The Employer is a fiduciary with respect to the Plan and has the following authority and responsibilities:

- (a) to appoint the Plan Administrator, and to monitor its performance;
- (b) to communicate such information to the Trustees and the Third Party Service Provider as each needs for the proper performance of its duties;
- (c) to provide channels and mechanisms through which the Third Party Service Provider and the Trustees can communicate with Participants and Beneficiaries;
- (d) to delegate responsibilities to officers, employees or to other individuals;
- (e) perform such duties as are imposed by law or by regulation.

**11.02 Third Party Service Provider**

The Third Party Service Provider shall have the authority and responsibilities as provided herein. Nothing in this Plan, however, shall preclude the Employer or any other entity from delegating to the Third Party Service Provider additional authority and responsibilities involving the Plan pursuant to a separate agreement that the Employer or such other entity may deem appropriate.

**11.03 Trustees**

Each Trustee shall have the powers and duties set forth in the Trust Agreement.

**11.04 Limitations on Obligations of Fiduciaries**

No fiduciary shall have authority or responsibility to deal with matters other than as delegated to it under the Plan, the Trust Agreement, or any other written agreement or by operation of law. A fiduciary shall not in any event be liable for breach of fiduciary responsibility or obligation by another fiduciary if the responsibility or authority for the act or omission deemed to be a breach was not within the scope of such fiduciary’s authority or delegated responsibility.

**11.05 Delegation**

Fiduciaries shall have the power to delegate specific fiduciary responsibilities (other than a Trustee’s responsibilities). Such delegations may be to officers or employees of the Employer or to other persons, all of whom shall serve at the pleasure of the fiduciary making such delegation and, if full-time employees of the Employer, without compensation. Any such person may resign by delivering a written resignation to the delegating fiduciary. Vacancies created by any reason may be filled by the appropriate fiduciary or the assigned responsibilities may be reabsorbed or redelegated by the fiduciary.

**11.06 Multiple Fiduciary Roles**

Any person may hold more than one position of fiduciary responsibility and shall be liable for each such responsibility separately.

**ARTICLE XII: MISCELLANEOUS**

**12.01 No Guarantee of Employment**

Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

**12.02 Rights to Assets**

No Employee or Beneficiary shall have any right to, or interest in, any assets of the Plan upon Severance from Employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable under the Plan to such Employee or Beneficiary out of the assets of the Plan. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Plan and none of the fiduciaries shall be liable therefor in any manner. Whenever the Plan pays a benefit in excess of the maximum amount of payment required under the Plan, the Plan Administrator will have the right to recover any excess payment, plus earnings at the Plan Administrator’s discretion, on behalf of the Plan, from the Participant or his Beneficiary. This right of recovery includes but is not limited to a right of offset against future benefit payments to be made under the Plan to the Participant or the Beneficiary.

**12.03 Nonforfeitability of Benefits**

Subject only to the specific provisions of this Plan, nothing shall be deemed to divest a Participant of his right to the nonforfeitable benefit to which he becomes entitled in accordance with the provisions of this Plan.

**12.04 Governing Law**

The Plan shall be governed by the laws of the State of Georgia and federal law to the extent applicable.

**12.05 Construction**

Where required by the context, the noun, verb, adjective, and adverb forms of each defined term shall include any of its other forms. The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. Whenever used herein, the singular shall include the plural, and the plural shall include the singular, unless the context requires otherwise. The words “hereof,” “herein,” “hereunder” and other similar compounds of the word “here” shall mean and refer to the entire Plan and not to any particular provision or Section. Article and Section headings are included for convenience of reference and are not intended to add to, or subtract from, the terms of the Plan.

**12.06 Action by the Employer**

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter, it shall be done and performed by a duly authorized individual or by the governing body of the Employer.

**12.07 Uniformity**

All provisions of the Plan shall be interpreted and applied in a uniform and nondiscriminatory manner.



## ARTICLE XIII: AMENDMENT, TERMINATION AND ADOPTION

### 13.01 Amendments

- (a) Adoption Agreement Elective Provisions. The elective provisions of the Employer’s Adoption Agreement and Addenda may be amended at any time and from time to time by written amendment approved by the governing body of the Employer, provided:
  - (i) No amendment shall increase the duties or liabilities of the Trustees without the consent of the Trustees;
  - (ii) No amendment shall be made which would divert any of the assets of the Trust Fund to any purpose other than the exclusive benefit of Participants and Beneficiaries, except that the Plan may be amended retroactively and to affect the Accounts of Participants and Beneficiaries if necessary to cause the Plan and Trust to be qualified under the Code; and
  - (iii) No amendment may affect the Plan’s preapproved status.
- (b) Plan Amendments by Employer. The Employer, through its governing body, may amend the Plan by adopting provisions that are not included in the Preapproved Plan. Any such amendment shall be made through use of the Plan Superseding Provisions Addendum to the Adoption Agreement. Any amendments so made by the Employer to the Preapproved Plan must also be approved by the Trustees.
- (c) Plan Amendment by Trustees. ACCG has delegated to the Trustees the authority to act on its behalf for purposes of adopting amendments to the Plan. Accordingly, the Trustees may amend the Plan at any time; provided, however, for non-discretionary Plan amendments that are either required by the Internal Revenue Service in order to maintain the qualified status of the Plan or universally applicable to all Employers that have adopted the Plan, the Plan may be amended by action of the Trustees with written notice to the Employer. An amendment made by the Trustees may be made effective on a date prior to the first day of the Plan Year in which it is adopted if, in published guidance, the Internal Revenue Service either permits or requires such an amendment to be made to enable the Plan and Trust to satisfy the applicable requirements of the Code and all requirements for the retroactive amendment are satisfied. The Trustees will provide a copy of all Plan Amendments to each Employer and will notify each Employer in writing if the Plan is discontinued. The Trustees shall satisfy any recordkeeping and notice requirements imposed by the Internal Revenue Service in order to maintain its amendment authority.
- (d) No Authority to Amend Individually Designed Plan. The Trustees will no longer have the authority to amend the Plan on behalf of an Employer as of the earlier of (a) the date of the adoption of an Employer amendment to the Plan to incorporate a provision that is not allowable in the Preapproved Program, as described in Section 6.03 of Rev. Proc. 2017-41 (or the successor thereto), or (b) the date the Internal Revenue Service gives notice that the Plan is being treated as an individually-designed Plan due to the nature and extent of amendments. The

Employer may amend the Plan to the extent necessary to satisfy Code Section 415 because of the required aggregation of multiple plans under Code Section 415.

- (e) Amendments Affecting Accrued Benefits. Except as permitted by Section 13.01(c) no amendment to the Plan shall be effective if it has the effect of decreasing a Participant's Account. If the vesting schedule of the Plan is amended, the nonforfeitable interest of a Participant in his Account, determined as of the later of the date the amendment is adopted or the date it becomes effective shall not be less than the Participant's nonforfeitable interest in his Account determined without regard to the amendment. If the Plan's vesting schedule is amended and an active Participant's vested interest as calculated by using the amended vesting schedule is less in any year than the active Participant's vested interest calculated under the Plan's vesting schedule immediately prior to the amendment, the amended vesting schedule shall apply only to Employees first hired on or after the effective date of the change in vesting schedule.

**13.02 Termination of Plan**

- (a) Right to Terminate Plan. The Employer expects the Plan to be continued indefinitely, but has no obligation or liability to maintain the Plan any length of time and may amend the Plan to terminate the Plan without liability at any time by action of the governing body of the Employer. In such event, the Third Party Service Provider and the Trustees shall be promptly notified of such decision in writing. The Employer may amend the Plan at any time to completely discontinue Contributions to the Plan or freeze the Plan and may amend the Plan to provide for contributions to recommence.
- (b) Vesting Upon Complete or Partial Termination. If the Plan is terminated by the Employer or Contributions to the Plan are completely discontinued or the Plan experiences a partial termination, the Accounts of all affected Participants shall become 100 percent vested and nonforfeitable. Upon termination of the Plan, the Plan Administrator, in its sole discretion, shall instruct the Trustees either (i) to continue to manage and administer its portion of the assets of the Trust for the benefit of the Participants and their Beneficiaries pursuant to the terms and provisions of the Plan, or (ii) dissolve its portion of the Trust.
- (c) Dissolution of Trust. If the Employer decides to terminate the Plan and dissolve the portion of Trust assets attributable to its Plan, as soon as practicable following the termination of the Plan or the Employer's decision, whichever is later, the portion of Trust assets attributable to the Employer's Plan shall be converted to cash or other distributable assets, to the extent necessary to effect a complete distribution of the Plan assets to the affected Participants as described below. Following completion of the conversion, on a date agreed to by the Trustees and the Employer, each Employee or former Employee of the Employer with an Account under the Plan shall receive a distribution of the total amount then credited to his Account in one lump sum payment. The amount of cash and other property distributable to each such individual shall be determined as of the date of distribution. In the case of a termination distribution as provided herein, the Plan Administrator may direct the

Trustees to take any action dealing with unclaimed benefits. Upon completion of such distributions, the Trustees shall be relieved from all liability under the Trust and no Participant or other person shall have any claim thereunder, except as required by applicable law. The Employer shall be responsible for any due and accrued expenses and liabilities of its portion of the Trust assets and any expenses involved in termination of the Plan.

- (d) Missing Participants. If a distribution is to be made to a Participant or Beneficiary who cannot be located upon Plan termination, following the Plan Administrator's completion of such search methods as described in applicable Department of Labor guidance, the Plan Administrator shall give instructions to the Trustee to roll over the distribution to an individual retirement account established by the Plan Administrator in the name of the missing Participant or Beneficiary, which account shall satisfy the requirements of the Department of Labor automatic rollover safe harbor generally applicable to amounts less than or equal to the maximum cash-out permitted under Code Section 401(a)(31) that are mandatorily distributed by the Plan.
- (e) Merger or Consolidation. In the case of any merger or consolidation of the Plan with, or transfer of assets and liabilities of the Plan to, any other plan, provision must be made so that each Participant would, if the Plan then terminated, receive a benefit immediately after the merger, consolidation or transfer equal to or greater than the benefit to which he would have been entitled to receive immediately before the merger, consolidation or transfer had the Plan then terminated.

**13.03 Amendment and Continuation of Prior Plan; Transfer of Funds**

- (a) Amendment and Continuation of Prior Plan. If the Employer had previously established a plan (the "Prior Plan") which is a defined contribution plan under the Code and which on the date of adoption of the Plan meets the applicable requirements of Code Section 401(a), the Employer may, in accordance with the provisions of the Prior Plan, amend and restate the Prior Plan in the form of this Plan and become the Employer hereunder, subject to the following:
  - (i) Subject to the provisions of the Plan, each individual who was a Participant in the Prior Plan immediately prior to the effective date of such amendment and restatement shall become a Participant in this Plan on the effective date of the amendment and restatement, provided he or she is an Eligible Employee as of that date.
  - (ii) No election may be made under the vesting provisions of the Adoption Agreement if such election would reduce the benefits of a Participant under the Plan to less than the benefits to which he would have been entitled if he voluntarily separated from the service of the Employer immediately prior to such amendment and restatement.
  - (iii) No amendment to the Plan shall decrease a Participant's Account.

- (iv) The amounts standing to the credit of a Participant's Account immediately prior to such amendment and restatement which represent the amounts properly attributable to (A) contributions by the Participant and (B) contributions by the Employer and forfeitures shall constitute the opening balance of his Account or Accounts under this Plan.
  - (v) Amounts being paid to an Inactive Participant or to a Beneficiary in accordance with the provisions of the Prior Plan shall continue to be paid in accordance with such provisions.
  - (vi) All assets of the predecessor trust shall be invested by the Trustee as soon as reasonably practicable. The Employer agrees to assist the Trustee in any way requested by the Trustee in order to facilitate the transfer of assets from the predecessor trust to the Trust Fund.
- (b) Transfer of Funds from an Existing Plan. The Employer may from time to time direct the Trustee, in accordance with such rules as the Trustee may establish, to accept cash, allowable fund shares or participant loan promissory notes transferred for the benefit of Participants from a trust forming part of another qualified plan under the Code, provided such plan is a defined contribution plan. Such transferred assets shall become assets of the Trust as of the date they are received by the Trustee. Such transferred assets shall be credited to Participants' Accounts in accordance with their respective interests immediately upon receipt by the Trustee. A Participant's vested interest under the Plan in transferred assets which were fully vested and nonforfeitable under the transferring plan shall be fully vested and nonforfeitable at all times. It is the Employer's obligation to ensure that all assets of the Plan, other than those maintained in separate trust or fund, are transferred to the Trustee. The Trustee shall have no liability for and no duty to inquire into the administration of such transferred assets for the period prior to the transfer.
- (c) Acceptance of Assets by Trustee. The Trustee shall not accept assets that are not either in a medium proper for investment under the Plan, as set forth in the Plan or as otherwise determined by the Trustee in its sole discretion, or in cash. Such assets shall be accompanied by instructions in writing (or such other medium as may be acceptable to the Trustee) showing separately the respective contributions by the prior employer (or current Employer to a prior plan) and by the Participant, and identifying the assets attributable to such contributions. The Trustee shall establish such accounts as may be necessary or appropriate to reflect such contributions under the Plan. The Trustee shall hold such assets for investment in accordance with the provisions of Article IX, and shall in accordance with the instructions of the Employer make appropriate credits to the Accounts of the Participants for whose benefit assets have been transferred.
- (d) Transfer of Assets from Trust. The Employer may direct the Trustee to transfer all or a specified portion of the Trust assets to any other plan or plans maintained by the Employer or the employer or employers of an Inactive Participant or Participants, provided that the Trustee has received evidence satisfactory to it that such other plan meets all applicable requirements of the Code, and provided that the assets so



transferred shall be accompanied by instructions from the Employer naming the persons for whose benefit such assets have been transferred, showing separately the respective contributions by the Employer and by each Inactive Participant or Participant, if any, and identifying the assets attributable to the various contributions. The Trustee shall not transfer assets hereunder until all applicable filing requirements are met. The Trustee shall have no further liabilities with respect to assets so transferred.

## SCHEDULE A

### STATE STATUTORY PROVISIONS REFERENCED

#### O.C.G.A. 47-1-20

##### Definitions

As used in this article, the term:

- (1) "Conviction" means a judgment of conviction for the commission of a crime which is entered upon a verdict or plea of guilty.
  - (1.1) "Drug related crime" means a felony specified in subsection (b) of Code Section 16-13-30 and any felony specified in Code Section 16-13-31.
  - (1.2) "Economic impact of a public employment related crime" means the total of the economic gain to the perpetrator of a public employment related crime and the economic loss to the public entity.
- (2) "Employee contribution" means that part of the compensation of a public employee which is paid by the employee or by the employer on the employee's behalf to a public retirement system as a requirement for membership in the public retirement system.
- (3) "Final conviction" means a conviction which has been upheld after the convicted person has exhausted all appeals of the conviction.
- (4) "Political subdivision" means any county, municipality, or local school district.
- (5) "Public employee" means elected and appointed officials and employees of the state or any branch, department, board, bureau, commission, authority, or other agency of the state and elected and appointed officials and employees of any political subdivision or authority or other agency of a political subdivision.
- (6) "Public employment related crime" means any one or more of the following crimes:
  - (A) Theft as provided in any one or more of Code Sections 6-8-2 through 16-8-9 when the theft is by an officer or employee of a government in breach of duties as such officer or employee and conviction for such crime is punishable under paragraph (3) of subsection (a) of Code Section 16-8-12;
  - (B) Any felony provided for in Article 1 of Chapter 10 of Title 16, relating to abuse of governmental office;
  - (C) Making false statements or concealing facts in matters within the jurisdiction of the state or a political subdivision as provided in Code Section 16-10-20;
  - (D) Conspiracy to defraud the state or a political subdivision as provided in Code Section 16-10-21;
  - (E) Stealing, altering, or concealing public records as provided in Code Section 45-11-1;
  - (F) Selling offices or dividing fees as provided in Code Section 45-11-2; and

- (G) Any felony conviction for any of the crimes specified in subparagraphs (A) through (E) of this paragraph under the laws of any other state or the United States; provided, however, that the provisions of this subparagraph shall apply to persons who first or again become members of a public retirement system on or after July 1, 2008.
- (7) "Public retirement system" means any retirement or pension system now or hereafter created by or pursuant to the authority of Georgia law or the Constitution of Georgia which has public employees as members of the retirement or pension system.
- (8) "Vested" means having sufficient creditable service as a member of a public retirement system to qualify to receive a retirement benefit upon retirement or termination from public service or upon attaining retirement age if public service is terminated prior to attaining such age.

**O.C.G.A. 47-1-21.**

**Public employees in service on July 1, 1985**

(a) This Code section shall apply to public employees in service on July 1, 1985, as long as such employees remain in continuous service as public employees. Any public employee in service on July 1, 1985, who ceases to be a public employee on or after that date and who subsequently again becomes a public employee shall be subject to the provisions of Code Section 47-1-22 upon again becoming a public employee. Any person who was a public employee prior to July 1, 1985, and who ceased to be a public employee prior to that date shall be subject to the provisions of Code Section 47-1-22 if such person again becomes a public employee after July 1, 1985.

(b) If a public employee commits a public employment related crime on or after July 1, 1985, in the capacity of a public employee and is convicted for the commission of such crime, such employee's membership in any public retirement system shall terminate on the date of final conviction and such employee shall not at any time thereafter be eligible for membership in any public retirement system. For any such public employee finally convicted for the commission of a public employment related crime, the right to any benefit or any other right under any public retirement system in which the employee is a member shall be determined as of the date of final conviction.

**O.C.G.A. 47-1-22**

**47-1-22. Public employment related crime committed in the capacity of public employee**

(a) This Code section shall apply to public employees first or again becoming public employees after July 1, 1985.

(b) If a public employee commits a public employment related crime in the capacity of a public employee and is convicted for the commission of such crime, upon final conviction such person's benefits under a public retirement or pension system, including any survivor's benefits if applicable, shall be reduced by an amount equal to three times the economic impact of the crime, as determined pursuant to the provisions of Code Section 47-1-25. Payment of such benefits shall cease until such amount has been forfeited, after which benefits shall be restored. If the person has not begun to receive a benefit, the deduction shall commence at the time such benefits would

normally begin. For purposes of this subsection, the term "benefit" shall not include a refund of employee contributions without interest.

**O.C.G.A. 47-1-22.1**

**47-1-22.1. Drug related crimes; public employees first or again becoming public employees after July 1, 1990**

(a) Except as otherwise provided in this subsection, this Code section shall not apply to any public employee in service on July 1, 1990, and shall apply only to those public employees entering public service after July 1, 1990. A public employee in service on July 1, 1990, who ceases to be a public employee and terminates his or her membership in a public retirement system after that date and who subsequently again becomes a public employee shall be subject to the provisions of this Code section, beginning with the date of such subsequent employment. Any person who was a public employee prior to July 1, 1990, and who ceased to be a public employee and terminated his or her membership in a public retirement system prior to that date shall be subject to the provisions of this Code section if such person again becomes a public employee after July 1, 1990, beginning with the date of such subsequent employment.

(b) If a public employee who is not vested under a public retirement system commits a drug related crime and is convicted for the commission of such crime, such public employee shall forfeit all rights and benefits under and membership in the public retirement system in which the employee is not a vested member, effective on the date of final conviction. Any such public employee shall not at any time after such final conviction be eligible for membership in any public retirement system. Any employee contributions made by any such public employee to any public retirement system in which the employee is not a vested member shall be reimbursed, without interest, to the public employee within 60 days after the date of final conviction for the commission of the drug related crime.

(c) If a public employee who is vested under a public retirement system commits a drug related crime, such employee's active membership in any public retirement system shall terminate on the date of final conviction and such employee shall not at any time thereafter be eligible for active membership in any public retirement system. For any such public employee, the right to any benefit or any other right under any public retirement system in which the employee is a vested member shall be determined as of the date of final conviction.

(d) The provisions of Code Section 47-1-23 shall apply to a public employee charged with the commission of a drug related crime in the same manner that they apply to a public employee charged with the commission of a public employment related crime.

**O.C.G.A. 47-1-22.2**

**47-1-22.2. Final conviction: notification to former public employer and public retirement system**

Upon the final conviction of any person for a public employment related crime, the prosecuting attorney shall so notify the defendant's former public employer and any public retirement system in which he or she knows the convicted public employee to be an active, inactive, or retired member. Upon such notification, the public employer shall also notify any such public retirement system.



**O.C.G.A. 47-1-23**

**47-1-23. Construction**

Nothing in this article shall be construed to create a right for any public employee who is charged with the commission of a public employment related crime to remain a public employee or a member of a public retirement system until such employee is finally convicted for the commission of such crime. Nothing in this article shall be construed to create a right for a public employee who is charged with the commission of a public employment related crime to accrue rights or benefits under a public retirement system after the date any such employee ceases to be a member of such public retirement system.

**O.C.G.A. 47-1-24**

**47-1-24. Persons who commit murder or voluntary manslaughter of member, etc., of public retirement system not to received refund of contributions or benefits**

No person who commits or conspires to commit the murder or voluntary manslaughter of a member, retiree, or beneficiary under a public retirement system shall receive any refund of contributions or any benefit under the public retirement system upon the death of the member, retiree, or beneficiary, even though the person so killing or conspiring is a named beneficiary for such refund of contributions or benefit. A plea of guilty or a judicial finding of guilt which is not reversed or otherwise set aside as to any such crime shall be prima-facie evidence of guilt for the purpose of applying the provisions of this Code section. All rights, interests, and entitlements to any such refund of contributions or benefit shall go to the secondary beneficiary designated by the member, retiree, or beneficiary, if a secondary beneficiary is designated and is living, upon the death of the member, retiree, or beneficiary, but otherwise to the member's, retiree's, or beneficiary's estate.

**O.C.G.A. 47-1-25**

**47-1-25. Proceedings to determine economic impact of employment related crime**

Within 30 days following the day the board of trustees receives notice that a member of the retirement system has been convicted of a public employment related crime, the board shall initiate proceedings in the Office of State Administrative Hearings, under the provisions of Article 2 of Chapter 13 of Title 50, to determine the economic impact of the public employment related crime. Such matter shall be deemed to be a contested case within the meaning of such article. The Department of Law shall represent the board of trustees in such proceedings. The decision of the administrative law judge shall be final unless appeal is made as otherwise provided by law.

**O.C.G.A. 47-23-1**

**47-23-1. Definitions**

As used in this chapter, the term:

(13) "Juvenile court judge" means a juvenile court judge now or hereafter appointed or otherwise holding office pursuant to Code Section 15-11-18 relative to the creation of juvenile courts, except judges of the superior courts sitting as juvenile court judges and juvenile court judges who are members of local retirement or pension systems created by local law.

**O.C.G.A. 47-23-100**

**47-23-100. "Salary" defined for different classes of members**

- (a) As used in this article, the term "salary" means:
  - (1) For superior court judges, the earnable monthly compensation from state funds provided by law for judges of the superior courts on the date the member begins receiving a retirement benefit;
  - (2) For district attorneys, the earnable monthly compensation from state funds provided by law for district attorneys on the date the member begins receiving a retirement benefit;
  - (3) For judges and solicitors-general of state courts, the average earnable monthly compensation received as such judge or solicitor-general; provided, however, that for members who become members after July 1, 1998, such amount shall not exceed the salary from state funds provided by law for superior court judges; and
  - (4) For juvenile court judges, the average earnable monthly compensation received as such juvenile judge; provided, however, that for members who become members after July 1, 1998, such amount shall not exceed the salary from state funds provided by law for superior court judges.
- (b) The monthly employee contributions made by the employer on behalf of the member under Code Sections 47-23-80, 47-23-81, and 47-23-82 shall be used in the computation of the member's salary for the computation of the member's retirement benefits.
- (c) Notwithstanding any provision of this chapter to the contrary, a member's salary shall be subject to limitations set forth in Code Section 47-1-13.

**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA  
401(a) DEFINED CONTRIBUTION PLAN  
FOR  
PUTNAM COUNTY EMPLOYEES**

**ARTICLE I: PURPOSE**

The undersigned **Putnam County, Georgia**, by executing this Adoption Agreement, elects to become a participating Employer in the Association County Commissioners of Georgia Defined Contribution Plan Program (the "Plan"), the Association County Commissioners of Georgia Defined Contribution Plan Program Master Trust (the "Trust"), and adopts the accompanying Plan and Trust documents in full as if the Employer were a signatory to those agreements. The Employer makes the following elections granted under the provisions of the Plan.

**TYPE OF PLAN ADOPTION**

- New Plan
- Amendment and Restatement of Previously Adopted Plan
- Frozen Plan. While the Plan is frozen, Compensation earned after the Plan is frozen shall not be taken into account. Plan assets will continue to be held on behalf of Participants and their Beneficiaries until distributed in accordance with the Plan terms.

**ARTICLE II: DEFINITIONS**

Any capitalized terms used in this Adoption Agreement but not defined herein shall be given the meaning set forth in the Plan and Trust.

**2.09 COMPENSATION**

**Compensation Defined**

- Amounts as defined in Code Section 3401(a) for purposes of income tax withholding at the source (as reported to the Employee on IRS Form W-2 for such year)
- Includes Differential Wage Payments
- Excludes Differential Wage Payments
- Short Plan Years use Compensation only during short year (Default provision)
- Short Plan Years use Compensation for entire year
- Other Definition of Compensation (See Additional Provisions Addendum)

**Determination Period Defined for Compensation**

- The Plan Year (Default provision)
- The Calendar Year
- A consecutive 12-month period ending in or within the Plan year beginning \_\_\_\_\_ (day)  
\_\_\_\_\_ (month)

**2.11 DISABILITY OR DISABLED**

- Entitled to disability retirement benefits under the federal Social Security Act
- Entitled to benefits under long term disability plan or policy of Employer
- Other Definition of Disability (See Additional Provisions Addendum)

**2.14 EFFECTIVE DATE**

- New qualified Plan with an Effective Date of \_\_\_\_\_, 20\_\_ (the “Original Effective Date”).
- Amendment and restatement of a previously established qualified Plan with a previous Effective Date of **January 1, 2015** (the “Original Effective Date”). Except as specifically provided in the Plan, the Effective Date of this amendment and restatement is **January 1, 2022**.  
 [The Effective Date for a new or amended and restated Plan can be no earlier than the first day of the Plan Year in which the Employer executes this Adoption Agreement, except that provisions permitting Employee Contributions in Section 4.01 may be prospective only.]

**2.16 ELIGIBILITY COMPUTATION PERIOD**

- The 12-consecutive-month period beginning on the Employee’s Employment Commencement Date and each 12-consecutive-month period beginning on the anniversary of the Employee’s Employment Commencement Date. (Default)
- The 12-consecutive-month period beginning on the Employee’s Employment Commencement Date to the first anniversary thereof. Subsequent Eligibility Computation Periods shall be measured by the 12-consecutive month periods coinciding with the Plan Year, beginning with the Plan Year that contains the first anniversary of the Employee’s Employment Commencement Date. An Employee who is credited with a Year of Service in both the initial Eligibility Computation Period and the Plan Year that includes the first anniversary of the Employee’s Employment Commencement Date shall receive credit for two (2) Years of Service for purposes of eligibility to participate.

**2.17 ELIGIBLE EMPLOYEE**

<u>Employees, other than Elected Officials</u>		Include	Exclude
<input type="checkbox"/>	All Employees	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Senior Management Only (Specify Eligible Positions: _____ _____)	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Full-time Employees only	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Working for the Employer at least <b>forty (40)</b> Hours of Service per week for Compensation		
<input type="checkbox"/>	Other Definition of Full-time (see Additional Provisions Addendum)		
<input type="checkbox"/>	Grant-funded Employees (Complete only if treated differently than other Eligible Employees other than Elected Officials; complete Additional Provisions Addendum if necessary to distinguish between different classes of grant-funded employees)	<input type="checkbox"/>	<input type="checkbox"/>

[--] Other Definition of Eligible Employees other than Elected Officials (See Additional Provisions Addendum) [--] [--]

**Elected or Appointed Officials of the Employer (Not eligible for a State of Georgia Retirement System)** Include Exclude

County Commissioners [X] [--]

Coroner [X] [--]

Other Elected Official (Not eligible for a State of Georgia Retirement System) (See Additional Provisions Addendum) [--] [X]

**Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems)**

Sheriff [X] [--]

Tax Commissioner (elected before 7/1/2012) [--] [X]

Clerk of Superior Court [X] [--]

Chief Magistrate Judge [X] [--]

Assistant Magistrate Judge(s) [--] [X]

Probate Court Judge [X] [--]

Other Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems) (See Additional Provisions Addendum) [--] [X]

**Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law)**

State Court Judge [X] [--]

Superior Court Judge [--] [X]

Solicitor or Solicitor General [X] [--]

District Attorney [--] [X]

Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law) (See Additional Provisions Addendum) [--] [X]

**Other Personnel Eligible for one or more State of Georgia Retirement Systems**

Employees of Tax Commissioners (hired before 7/1/2012) [--] [X]

**Tax Commissioners and Employees of Tax Commissioners (if not participating in the Employees' Retirement System of Georgia)**

Tax Commissioner (hired on or after 7/1/2012) [X] [--]

Employees of Tax Commissioners (hired on or after 7/1/2012) [X] [--]

**Other Personnel Receiving Supplemental Compensation from the Employer**

Extension Agents [--] [X]



Other Personnel Receiving Supplemental Compensation from the Employer (See Additional Provisions Addendum)      [--]      [X]

<b><u>Excluded Employees</u></b>		<b>Include</b>	<b>Exclude</b>
[X]	Excluded employees as provided in section 2.17 of the ACCG Basic Plan Document	[--]	[X]
[--]	Excluded employees as provided in section 2.17 of the ACCG Basic Plan Document other than:		
[--]	Individuals electing into a retirement system sponsored by the State of Georgia are included to the extent permitted under Georgia law	[--]	[--]
[--]	Tax commissioners, collectors and receivers and their employees who took office or and after July 1 2012, who participate in a retirement system sponsored by the State of Georgia	[--]	[--]
[--]	Juvenile Court Judges	[--]	[--]
[--]	Nonresident Aliens	[--]	[--]
[X]	Other Excluded Employees (See Additional Provisions Addendum)	[--]	[X]

## 2.23 **EMPLOYER**

The term "Employer" means **Putnam County, Georgia**

Employer EIN: **58-6000878**

Employer Fiscal year: **October 1 – September 30**

## 2.28 **ENTRY DATE**

### **Entry Date for Employee Contributions**

- [--] The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements
- [X] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- [--] Other Entry Date for Employee Contributions (See Additional Provisions Addendum)

### **Entry Date for Employer Basic Contributions**

- [--] The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements
- [X] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the

eligibility requirements

- [--] Other Entry Date for Basic Contributions (See Additional Provisions Addendum)

**Entry Date for Employer Discretionary Contributions**

- [--] The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements
- [--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- [--] Other Entry Date for Discretionary Contributions (See Additional Provisions Addendum)

**Entry Date for Employer Matching Contributions**

- [--] The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements
- [X] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- [--] Other Entry Date for Matching Contributions (See Additional Provisions Addendum)

**2.31 HOURS OF SERVICE METHOD**

**Eligibility Service**

- [X] Not Applicable
- [--] 1000 Hours of Service in an Eligibility Computation Period
- [--] The following number of Hours of Service in an Eligibility Computation Period (not to exceed 2,080): \_\_\_\_\_

**Vesting Service**

- [X] Not applicable
- [--] 1000 Hours of Service in a Vesting Computation Period
- [--] The following number of Hours of Service in an Eligibility Computation Period (not to exceed 2,080): \_\_\_\_\_

**2.36 LIMITATION YEAR**

- [--] Calendar Year
- [X] Plan Year
- [--] Fiscal year

[--] Other: 12 month period ending on the following date: \_\_\_\_\_

### 2.39 NORMAL RETIREMENT AGE

The term "Normal Retirement Age" means:

Age 65

[--] Age \_\_\_\_ (specify between 55 and 64, inclusive)

[--] Later of age \_\_\_\_ (not to exceed 65) or the \_\_\_\_\_ anniversary (not to exceed 5th) of the Participant's Employment Commencement Date

[--] Age: \_\_\_\_ (not to exceed 65) plus Years of Service \_\_\_\_\_ (specify) (Year of Service requirement shall not cause any Participant's Normal Retirement Age to exceed 65)

### 2.44 PLAN

The name of the Plan as adopted by the Employer is the:

"ACCG 401(a) Defined Contribution Plan for Putnam County Employees"

[--] "ACCG 401(a) Defined Contribution Plan for Senior Management Employees of \_\_\_\_\_ County"

### 2.61 YEAR OF SERVICE

#### Method of Measurement for Eligibility Purposes

[--] Hours of Service Method:

A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in Section 2.31 of the Basic Plan Document

[--] Hours of Service Method:

A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in the Hours of Service Equivalency Addendum

[--] Elapsed Time Method:

A period of twelve (12) consecutive months during which the Employee performs at least one (1) Hour of Service during the measuring period, following the Employee's first day of employment by the Employer and prior to the Employee's Severance from Employment Date

#### Adjustments to Years of Service for Eligibility Purposes

[--] Service Before the Original Effective Date of the Plan included

[--] Service Before the Original Effective Date of the Plan excluded

[--] Service Before the Effective Date of this amended and restated Plan included

[--] Service Before the Effective Date of this amended and restated Plan excluded

[--] Other Adjustments to Years of Service for Eligibility (See Additional Provisions Addendum)

- [--] Exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Eligibility to participate after a Reemployment Commencement Date

**Method of Measurement for Vesting Purposes**

- [--] Hours of Service Method:  
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in Section 2.31 of the Basic Plan Document
- [--] Hours of Service Method:  
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in the Hours of Service Equivalency Addendum
- [X] Elapsed Time Method:  
A period of twelve (12) consecutive months during which the Employee performs at least one (1) Hour of Service during the measuring period, following the Employee's first day of employment by the Employer and prior to the Employee's Severance from Employment Date

**Vesting Computation Period**

- [X] The 12-consecutive-month period beginning on the Employee's Employment Commencement Date or Reemployment Commencement Date and each 12-consecutive-month period beginning on the anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date. (Default)
- [--] The 12-consecutive-month period beginning on the Employee's Employment Commencement Date or Reemployment Commencement Date to the first anniversary thereof. Subsequent Vesting Computation Periods shall be measured by the 12-consecutive month periods coinciding with the Plan Year, beginning with the Plan Year that contains the first anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date. An Employee who is credited with a Year of Service in both the initial Vesting Computation Period and the Plan Year that includes the first anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date shall receive credit for two (2) Vesting Computation Periods.

**Adjustments to Years of Service for Vesting**

- [X] Service Before the Original Effective Date of the Plan included
- [--] Service Before the Original Effective Date of the Plan excluded
- [X] Service Before the Effective Date of this amended and restated Plan included
- [--] Service Before the Effective Date of this amended and restated Plan excluded
- [--] Unused Sick Leave included
- [--] Unused Annual Leave included
- [--] Other Adjustments to Years of Service for Vesting (See Additional Provisions Addendum)
- [X] Exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Vesting in amounts accrued after Reemployment Commencement Date

## **ARTICLE III: PARTICIPATION AND SERVICE**

### **3.01 PARTICIPATION ELIGIBILITY**

#### **Eligibility Date Determination for Employee Contributions**

- The Eligible Employee's Employment Commencement Date
- Date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_) Year(s) of Service
- Date on which the Eligible Employee attains age (\_\_\_\_\_) (\_\_\_)
- The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_) Years of Service or attains age \_\_\_\_\_ (\_\_\_)
- Other Eligibility Date for Employee Contributions (See Additional Provisions Addendum)

#### **Eligibility Date Determination for Employer Basic Contributions**

- The Eligible Employee's Employment Commencement Date
- Date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_) Year(s) of Service
- Date on which the Eligible Employee attains age (\_\_\_\_\_) (\_\_\_)
- The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_) Years of Service or attains age \_\_\_\_\_ (\_\_\_)
- Other Eligibility Date for Basic Contributions (See Additional Provisions Addendum)

#### **Eligibility Date Determination for Employer Discretionary Contributions**

- The Eligible Employee's Employment Commencement Date
- Date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_) Year(s) of Service
- Date on which the Eligible Employee attains age (\_\_\_\_\_) (\_\_\_)
- The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_) Years of Service or attains age \_\_\_\_\_ (\_\_\_)
- Other Eligibility Date for Discretionary Contributions (See Additional Provisions Addendum)

#### **Eligibility Date Determination for Employer Matching Contributions**

- The Eligible Employee's Employment Commencement Date
- Date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_) Year(s) of Service
- Date on which the Eligible Employee attains age (\_\_\_\_\_) (\_\_\_)
- The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_) Years of Service or attains age \_\_\_\_\_ (\_\_\_)
- Other Eligibility Date for Matching Contributions (See Additional Provisions Addendum)



**3.06 ELECTION NOT TO PARTICIPATE**

- [--] Employees may elect out of participating in the Plan. (Note: If the Plan provides for Mandatory Employee Contributions, the election must be provided prior to the time the Employee *first* becomes eligible to participate in any qualified Plan sponsored by the Employer.)
- [X] Employees may not elect out of participating in the Plan.

**ARTICLE IV: CONTRIBUTIONS****4.01 EMPLOYEE CONTRIBUTIONS****Mandatory Employee Contributions**

- [--] Not Required
- [X] Required in the amount of **four percent (4.0%)** of Compensation per payroll period effective as of **January 1, 2015** [May not exceed 100%.]

**Employee After Tax Contributions**

- [X] Not Permitted
- [--] Permitted up to \_\_\_\_\_% of Compensation [May not exceed 100%.]
- [--] Not currently permitted but the Employer maintains a frozen or transferred after-tax Employee Contribution Account.

**4.02 EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS****Employer Basic Contributions (May not exceed 100% of Compensation unless a lower maximum percentage is noted below.)**

- [--] No Basic Contributions
- [X] Basic Contributions equal to **four percent (4.0%)** of each Participant's Compensation (not to exceed 25%)
- [--] Basic Contributions in a flat dollar amount equal to \_\_\_\_\_ dollars (\$\_\_\_) for each Participant
- [--] Basic Contributions allocated based on Points equal to \$\_\_\_\_\_ times number of each Participant's points.
- [--] Points for each year of age (in whole numbers): \_\_\_\_\_
- [--] Points for each Year of Service (in whole numbers): \_\_\_\_\_
- [--] Points for each unit of Compensation: \_\_\_\_\_
- [--] A unit of Compensation is \_\_\_\_\_
- [--] Maximum Years of Service taken into account, if any: \_\_\_\_\_
- [--] Each Participant's allocation shall bear the same relationship to the Employer Contribution as the number of his or her total point bears to all points awarded.
- [--] Other Basic Contribution Formula (See Additional Provisions Addendum)

Basic Contributions shall be made:

- On a payroll basis
- On a monthly basis
- On a quarterly basis
- On an annual basis
- Other Basic Contribution remittance period: \_\_\_\_\_ (must be at least annual)
- Basic Contributions made more frequently than on an annual basis will be recalculated (“true-up”) at the end of the year. If this box is not checked, Basic Contributions will not be recalculated at the end of the year.

**Eligibility Requirements for Basic Contributions**

- No additional requirements
- Participant must be employed by the Employer on the last day of the Plan Year
- Participant must earn at least 501 Hours of Service during the Plan Year
- Participant must earn at least 1000 Hours of Service during the Plan Year
- Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- Other Eligibility Requirements for Basic Contributions (See Additional Provisions Addendum)

**Employer Discretionary Contributions (May not exceed 100% of Compensation unless a lower maximum percentage is noted below.)**

- No Discretionary Contributions
- Discretionary Contributions as determined each year by the Employer using the following Allocation Formula:
- Pro-Rata Based on Compensation
- Each Participant is credited with a portion of the Employer Contribution for the Plan Year equal to the ratio that the Participant’s Compensation for the Plan Year bears to all Participants’ Compensation for the Plan Year
- Fixed Dollar Formula
- Each Participant shall be credited with an equal dollar amount
- Discretionary Contributions allocated based on Points
- Other Formula for Discretionary Contributions (See Additional Provisions Addendum)

Discretionary Contributions shall be made:

- On a payroll basis
- On a monthly
- On a quarterly basis
- On an annual basis
- Other remittance period for Discretionary Contributions: \_\_\_\_\_ (must be at least annual)

- Discretionary Contributions made more frequently than on an annual basis will be recalculated (“trued-up”) at the end of the year. If this box is not checked, Discretionary Contributions will not be recalculated at the end of the year.

**Eligibility Requirements for Discretionary Contributions**

- No additional requirements [**Must elect if made less frequently than annually**]
- Participant must be employed by the Employer on the last day of the Plan Year
- Participant must earn at least 501 Hours of Service during the Plan Year
- Participant must earn at least 1000 Hours of Service during the Plan Year
- Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- Other Eligibility Requirements for Discretionary Contributions (See Additional Provisions Addendum)

**4.03 EMPLOYER MATCHING CONTRIBUTIONS**

**(Matching Contributions may not exceed 100% of Compensation.)**

- No Matching Contributions on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan
- Matching Contributions equal to **one hundred percent (100%)** of the first **three percent (3.0%)** on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than **three percent (3.0%)** of Compensation or \$(N/A).
- Matching Contributions equal to \_\_\_\_\_ percent (\_\_\_%) of the first \_\_\_\_\_ percent (\_\_\_%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan and \_\_\_\_\_ percent (\_\_\_%) of the next \_\_\_\_\_ percent (\_\_\_%) so contributed and \_\_\_\_\_ percent (\_\_\_%) of the next \_\_\_\_\_ percent (\_\_\_%) so contributed. The maximum Matching Contribution shall be no more than \_\_\_\_\_ percent (\_\_\_%) of Compensation or \$\_\_\_\_\_.
- Matching Contributions equal to \_\_\_\_\_ percent (\_\_\_%) of amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan.
- Other Matching Contribution Formula (See Additional Provisions Addendum)
- Discretionary Matching Contributions as determined each year by the Employer  
Matching Contributions shall be made on the following types of deferrals:
- Deferral Contributions the 457(b) Eligible Deferred Compensation Plan
- Catch-up Contributions the 457(b) Eligible Deferred Compensation Plan
- Roth Contributions under the 457(b) Eligible Deferred Compensation Plan
- Matching Contributions shall be calculated based on the lowest whole percentage of Compensation deferred by the Participant (no fractions)
- Matching Contributions shall be made:
- On a payroll basis
- On a monthly basis

- On a quarterly basis
- On an annual basis
- Other remittance period for Matching Contributions: \_\_\_\_\_ (must be at least annual)
- Matching Contributions made more frequently than on an annual basis will be recalculated (“trued-up”) at the end of the year. If this box is not checked, Matching Contributions will not be recalculated at the end of the year.

**Employer Matching Contribution Eligibility Requirements**

- No requirements [**Must elect if made more frequently than annually**]
- Participant must be employed by the Employer on the last day of the Plan Year
- Participant must earn at least 501 Hours of Service during the Plan Year
- Participant must earn at least 1000 Hours of Service during the Plan Year
- Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- Other Matching Contribution Eligibility Requirements (See Additional Provisions Addendum)

**4.05 ROLLOVER CONTRIBUTIONS**

- No rollovers permitted
- Eligible rollover contributions permitted to be made by:
- Eligible Employees, whether or not a Plan Participant
- Plan Participants Only

**4.07 QUALIFIED MILITARY SERVICE**

**Employer Contributions (Other Than Matching) Upon Return to Employment**

- Mandatory Employee Contributions required to receive Employer Contributions

**Employer Matching Contributions Upon Return to Employment**

- Elective deferrals under the Employer’s 457(b) Plan must be made up to receive Employer Matching Contributions
- Elective deferrals under the Employer’s 457(b) Plan ARE NOT required to be made up receive Employer Matching Contributions. Employee is deemed to have made maximum deferrals permitted.

**Employer Contributions Upon Death**

- Employer Contributions made for a Participant who dies during Qualified Military Service
- Employer Basic Contributions
- Employer Discretionary Contributions
- Employer Matching Contributions

**Employer Contributions Upon Disability**

- [--] Employer Contributions made for a Disabled Participant during Qualified Military Service:
- [--] Employer Basic Contributions
- [--] Employer Discretionary Contributions
- [--] Employer Matching Contributions

**Vesting Upon Disability**

- [--] Service for vesting purposes granted to a Disabled Participant during Qualified Military Service. (Must select if making Employer Contributions for Disabled Participants)

**Differential Wage Payments**

- [--] Differential Wage Payments treated as Compensation during Qualified Military Service

**ARTICLE V: ALLOCATIONS TO PARTICIPANTS' ACCOUNTS**

**5.03 CODE SECTION 415 LIMITATIONS ON CONTRIBUTIONS**

**Maximum Permissible Amount for Participants Covered by Another Plan**

- [X] Reduce Annual Additions in this Plan by amounts contributed to other plans (default provision)
- [--] Maximum Contributions up to Section 415 limit made to this Plan
- [--] See Additional Provisions Addendum.

**ARTICLE VI: RETIREMENT/SEVERANCE BENEFITS/IN-SERVICE DISTRIBUTIONS**

**6.02 VESTING SCHEDULE**

Additional rows may be added to any option to the extent permissible under the Plan document. An Additional Provisions Addendum may be completed for purposes of providing different Vesting Schedules for different classes of Participants. Any cliff vesting schedule must be at least as favorable as 15-year cliff (20-year cliff for a class in which substantially all of the participants are qualified public safety employees as defined in Internal Revenue Code Section 72(t)(10)(B)), Any graded vesting schedule must be at least as favorable as 5-20 year graded.

**Vesting for Employer Basic Contribution**

- [--] 100% Vesting immediately upon Entry Date
- [--] 

<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
Less than ____ ( ) years	0 %
_____ ( ) years or more	100 %
- [X] 

<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
--	----------------------------------



<b>1 year</b>	<b>0%</b>
<b>2 years</b>	<b>0%</b>
<b>3 years</b>	<b>50%</b>
<b>4 years</b>	<b>75%</b>
<b>5 years or more</b>	<b>100%</b>

Other Vesting Schedule for Basic Contributions (See Additional Provisions Addendum)

**Vesting for Employer Discretionary Contribution**

100% Vesting immediately upon Entry Date

<input type="checkbox"/>	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	___ years	___%
	___ years	___%
	___ years	___%
	___ years	___%
	___ years	___%
	___ years or more	___%
	Less than ___ ( ) years	0 %
	___ ( ) years or more	100 %

Other Vesting Schedule for Discretionary Contributions (See Additional Provisions Addendum)

**Vesting for Employer Matching Contribution**

100% Vesting immediately upon Entry Date

<input checked="" type="checkbox"/>	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	<b>1 year</b>	<b>0%</b>
	<b>2 years</b>	<b>0%</b>
	<b>3 years</b>	<b>50%</b>
	<b>4 years</b>	<b>75%</b>
	<b>5 years or more</b>	<b>100%</b>

	Less than ___ ( ) years	0 %
	___ ( ) years or more	100 %

Other Vesting Schedule for Employer Matching Contributions (See Additional Provisions Addendum)

**6.04 IN-SERVICE WITHDRAWALS.**

No in-service withdrawals permitted

In-Service withdrawals shall be permitted as designated below.

After-tax Accounts may be withdrawn at any time

Rollover Accounts may be withdrawn at any time

Withdrawals from vested Accounts on and after attainment of age \_\_\_\_\_

Withdrawals from vested Accounts on and after Normal Retirement Age

- Active Military Distribution
- Withdrawal after \_\_\_\_\_ years of participation (must be at least 5) of the lesser of \_\_\_\_\_ (specify a dollar amount) or 100% of the Participant's Vested Account
- Other conditions for In-Service withdrawals (See In-Service Withdrawal Addendum) (Must be at least as restrictive as the options available above).

## **ARTICLE VII: DEATH BENEFITS**

### **7.01 DEATH BENEFITS**

- Death benefits paid in one lump sum
- Death Benefits paid in any form permitted under the Plan for Participants
- Other forms of Death Benefit payment (see Forms of Payment Addendum)

## **ARTICLE VIII: PAYMENT OF BENEFITS**

### **8.01 NORMAL PAYMENT FORMS**

- Distributions may be made in one lump sum only
- Distributions may be made in any form provided in Section 8.01(a)(i)and(ii) (Lump sums or installment)
- Other forms of distributions permitted (see Forms of Payment Addendum)

### **8.05 PARTICIPANT CONSENT TO DISTRIBUTIONS.**

- The Employer shall not cash-out de minimis Accounts without the consent of the Participant or Beneficiary.
- If the vested Account balance payable to an individual is less than or equal to the cash out limit as designated below, such Account may be distributed without the consent of the Participant (or Beneficiary). (Note: Any distribution greater than \$1,000 that is made to a Participant without the Participant's consent before the Participant attains Normal Retirement Age, will be rolled over to an individual retirement plan designated by the Third Party Service Provider.)
- \$1000 or less
- The dollar amount specified in Code Section 411(a)(11)(A) (\$5,000 or less as of January 1, 2018).

## ARTICLE IX: TRUST FUND INVESTMENTS

### 9.03 PARTICIPANT DIRECTION OF INVESTMENTS

#### Accounts Invested by Participants

[X]	Participants direct investment of all Accounts		
[--]	Direct investment of following Accounts only:	<b><u>Participant</u></b>	<b><u>Employer</u></b>
	Employee Mandatory Contribution Account	[--]	[--]
	Employee After-Tax Contribution Account	[--]	[--]
	Employer Basic Contribution Account	[--]	[--]
	Employer Discretionary Contribution Account	[--]	[--]
	Employer Matching Contribution Account	[--]	[--]

#### Self-directed Brokerage

[X]	Self-directed Brokerage not permitted		
[--]	Self-directed Brokerage permitted for all Participants' Accounts		
[--]	Self-directed Brokerage permitted for following Accounts only:	<b><u>Yes</u></b>	<b><u>No</u></b>
	Employee Mandatory Contribution Account	[--]	[--]
	Employee After-Tax Contribution Account	[--]	[--]
	Employer Basic Contribution Account	[--]	[--]
	Employer Discretionary Contribution Account	[--]	[--]
	Employer Matching Contribution Account	[--]	[--]

## **MISCELLANEOUS**

### **ADDITIONAL PROVISIONS AND PROTECTED BENEFITS**

- [X]** The Employer has included certain provisions that are not delineated in this Adoption Agreement but are consistent with provisions in the ACCG Basic Plan Document and are described in the Additional Provisions Addendum.

Note: The Plan may include provisions that are protected under State law. Protected Benefits under Code Section 411(d)(6) do not apply to governmental plans.

### **SUPERSEDING PROVISIONS**

- [--]** The Employer has completed the Plan Superseding Provision Addendum to show the provisions of the Plan that supersede provisions of this Adoption Agreement or the Basic Plan Document.

Note: if the Employer elects superseding provisions, the Employer may not be able to rely on ACCG's Preapproved Plan opinion letter for qualification of its Plan. In addition such superseding provision may in certain circumstances affect the Plan's status as a preapproved Plan eligible for the 6 year remedial amendment cycle.

### **RELIANCE ON OPINION LETTER**

An adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that this Plan is qualified under Code Section 401 only to the extent provided in section 7.02 of Rev. Proc. 2017-41. The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements that are specified in the opinion letter issued with respect to this Plan and in Section 7.03 of Rev. Proc. 2017-41. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plan Determinations of the Internal Revenue Service, if eligible.

Failure to properly complete this Adoption Agreement and failure to operate the Plan in accordance with the terms of the Plan document may result in disqualification of the plan.

This Adoption Agreement may be used only in conjunction with the ACCG Basic Plan document. ACCG will inform the adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the preapproved document.

### **ELECTRONIC SIGNATURE AND RECORDS**

This Adoption Agreement, and any amendment thereto, may be executed or affirmed by an electronic signature or electronic record permitted under applicable law or regulation, provide the type or method of electronic signature or electronic record is acceptable to the Trustees.

### **ACCG BASIC PLAN DOCUMENT INFORMATION**

Preapproved Plan Sponsor:

Association County Commissioners of Georgia  
191 Peachtree Street #700  
Atlanta, Ga 3030  
(404) 522-5022

ACCG will inform the Employer of any amendments made to the Plan or if the Plan is discontinued or abandoned by ACCG.

The ACCG Basic Plan Document and accompanying Adoption Agreement together comprise the Preapproved Defined Contribution Plan. It is the responsibility of the adopting Employer to review this preapproved plan document with its legal counsel to ensure that the preapproved plan is suitable for the Employer and that the Adoption Agreement has been properly completed prior to signing.

**PUTNAM COUNTY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCEPTANCE (on behalf of the DC Board):**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **PRIOR SERVICE ADDENDUM**

**Use this Prior Service Addendum to indicate prior employers or types of service that will be recognized as Vesting Service or Eligibility Service**

## **IN-SERVICE WITHDRAWAL ADDENDUM**

- (A) **Other In-service Withdrawal Provisions** – In service withdrawals from a Participant’s Accounts specified below shall be available to Participants who satisfy the requirements also specified below (must be at least as restrictive as the options in Section 6.04 of the Adoption Agreement):

## **ADDITIONAL PROVISIONS ADDENDUM**

Additional Provision(s): The following provisions supplement and, to the degree described herein, supersede other provision of this Adoption Agreement and the Basic Plan Document. Each provision of the Adoption Agreement for which an Additional Provision Addendum is available may be modified (i) to the extent permitted in this Additional Provisions Addendum, to the extent permitted by the Adoption Agreement and/or to the extent permitted by the Basic Plan Document; (ii) to apply different Adoption Agreement elections to different groups of Employees or Participants, as applicable; and (iii) as described in both (i) and (ii). If different provisions apply to different groups of Employees or Participants, the provision subject to modification shall be reproduced in its entirety for each group of Employees or Participants. Any permitted election in the Adoption Agreement may be modified in an Additional Provision Addendum solely for purposes of applying different elections to different groups of Employees or Participants. Any election made in an Additional Provisions Addendum must satisfy the definite written program requirement of Treasury regulations section 1.401-1(a)(2).

### **2.09 COMPENSATION**

#### **Compensation Defined**

The following definition of Compensation applies to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] Amounts as defined in Code Section 3401(a) for purposes of income tax withholding at the source (as reported to the Employee on IRS Form W-2 for such year)
- [--] Includes Differential Wage Payments
- [--] Excludes Differential Wage Payments
- [--] Short Plan Years use Compensation only during short year (Default provision)
- [--] Short Plan Years use Compensation for entire year
- [--] Includes the following: \_\_\_\_\_
- [--] Excludes the following: \_\_\_\_\_

### **2.11 DISABILITY OR DISABLED**

The following definition of Disability applies to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] Entitled to disability retirement benefits under the federal Social Security Act
- [--] Entitled to benefits under long term disability plan or policy of Employer
- [--] Other: \_\_\_\_\_ (May not permit the Employer's chosen physician to be the sole determinant of Disability.)

**2.17 ELIGIBLE EMPLOYEE**

Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

<b><u>Employees, other than Elected Officials</u></b>		<b>Include</b>	<b>Exclude</b>
The following definition of Employees, other than Elected Officials, applies to:			
[--]	All Participants		
[--]	Only the following Participants: _____		
	All Employees	[--]	[--]
	Senior Management Only (Specify eligible positions:     )	[--]	[--]
	Full-time Employees only	[--]	[--]
[--]	Working for the Employer at least _____ Hours of Service per week for Compensation		
[--]	Other Definition of Full-time: _____	[--]	[--]
[--]	Grant-funded Employees ( <i>List employee classifications and check "Include" or "Exclude" as appropriate.</i> )		
	_____	[--]	[--]
	_____	[--]	[--]
[--]	Other Definition of Eligible Employees other than Elected Officials: ( <i>List employee classifications and check "Include" or "Exclude" as appropriate.</i> )		
	_____	[--]	[--]
	_____	[--]	[--]
<b><u>Elected or Appointed Officials of the Employer (Not eligible for a State of Georgia Retirement System)</u></b>			
	County Commissioners	[--]	[--]
	Coroner	[--]	[--]
[--]	Other Elected Official (Not eligible for a State of Georgia Retirement System) ( <i>List and check "Include" or "Exclude" as appropriate.</i> )		
	_____	[--]	[--]
	_____	[--]	[--]
<b><u>Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems)</u></b>			
	Sheriff	[--]	[--]
	Tax Commissioner (elected before 7/1/2012)	[--]	[--]
	Clerk of Superior Court	[--]	[--]
	Chief Magistrate Judge	[--]	[--]

	Assistant Magistrate Judge(s)	[--]	[--]
	Probate Court Judge	[--]	[--]
[--]	Other Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems) <i>(List and check "Include" or "Exclude" as appropriate.)</i>		
		<b>Include</b>	<b>Exclude</b>
	_____	[--]	[--]
	_____	[--]	[--]

**Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law)**

	State Court Judge	[--]	[--]
	Superior Court Judge	[--]	[--]
	Solicitor or Solicitor General	[--]	[--]
	District Attorney	[--]	[--]
[--]	Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law) <i>(List and check "Include" or "Exclude" as appropriate.)</i>		
	_____	[--]	[--]
	_____	[--]	[--]

**Other Personnel Receiving Supplemental Compensation from the Employer**

[--]	Other Personnel Receiving Supplemental Compensation from the Employer <i>(List and check "Include" or "Exclude" as appropriate.)</i>		
	_____	[--]	[--]
	_____	[--]	[--]

**Excluded Employees**

	Excluded employees as provided in Section 2.17 of the ACCG Basic Plan Document	[--]	[--]
	Excluded employees as provided in Section 2.17 of the ACCG Basic Plan Document other than:	[--]	[--]
	Individuals electing into a retirement system sponsored by the State of Georgia are included to the extent permitted under Georgia law	[--]	[--]
	Tax commissioners, collectors and receivers and their employees who took office or and after July 1 2012, who participate in a retirement system sponsored by the State of Georgia	[--]	[--]
	Juvenile Court Judges	[--]	[--]
	Nonresident Aliens	[--]	[--]



- Other Excluded Employees (List and check “Include” or “Exclude” as appropriate.)
- Eligible Employees with an Employment Commencement Date or most recent Reemployment Commencement Date prior to January 1, 2015; provided, however, that a part-time employee of the Employer who would otherwise be excluded under the preceding sentence and who first becomes a Full-time Employee of the Employer (as defined under “Employees other than Elected Officials, Full-time Employees Only” in Adoption Agreement Section 2.17 Eligible Employee), after January 1, 2020 shall be considered an Eligible Employee for as long as he or she remains a Full-Time Employee.**
- \_\_\_\_\_
- Grant-Funded Employees (List and check “Include” or “Exclude” as appropriate.)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**2.28 ENTRY DATE**

**Entry Date for Employee Contributions**

The following Entry Date for Employee Contributions applies to:

- All Participants
- Only the following Participants: \_\_\_\_\_
- The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements
- The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- Other Entry Date for Employee Contributions: *the first day of the pay period beginning on or after the following date:* \_\_\_\_\_

**Entry Date for Employer Basic Contributions**

The following Entry Date for Employer Basic Contributions applies to:

- All Participants
- Only the following Participants: \_\_\_\_\_
- The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements
- The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the first pay period of the month on or after the Participant first meets the

eligibility requirements

[--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements

[--] *Other Entry Date for Basic Contributions:* \_\_\_\_\_

[--] Whichever option is selected above or below, but no earlier than \_\_\_\_\_ (*insert date*)

[--] The first day of the \_\_\_\_\_ (*insert a designation other than "first"*) pay period beginning on or after the \_\_\_\_\_ (*insert a date other than January 1<sup>st</sup>*) that the date the Participant first meets the eligibility requirement

[--] The first day of the \_\_\_\_\_ (*insert a designation other than "first"*) pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the \_\_\_\_\_ pay period of the \_\_\_\_\_ month on or after the Participant first meets the eligibility requirements

[--] The first day of the \_\_\_\_\_ pay period of the \_\_\_\_\_ calendar quarter on or after the Participant first meets the eligibility requirements

**Entry Date for Employer Discretionary Contributions**

The following Entry Date for Employer Discretionary Contributions applies to:

[--] All Participants

[--] Only the following Participants: \_\_\_\_\_

[--] The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements

[--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements

[--] Whichever option is selected above or below, but no earlier than \_\_\_\_\_ (*insert date*)

[--] The first day of the \_\_\_\_\_ (*insert a designation other than "first"*) pay period beginning on or after the \_\_\_\_\_ (*insert a date other than January 1<sup>st</sup>*) that the date the Participant first meets the eligibility requirement

[--] The first day of the \_\_\_\_\_ (*insert a designation other than "first"*) pay period beginning on or after the date the Participant first meets the eligibility requirements

[--] The first day of the \_\_\_\_\_ pay period of the \_\_\_\_\_ month on or after the Participant first meets the eligibility requirements

[--] The first day of the \_\_\_\_\_ pay period of the \_\_\_\_\_ calendar quarter on or after the Participant first meets the eligibility requirements

**Entry Date for Employer Matching Contributions**

The following Entry Date for Employer Matching Contributions applies to:

[--] All Participants

[--] Only the following Participants: \_\_\_\_\_

[--] The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements

[--] The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements

- [--] The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--] The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- [--] Whichever option is selected above or below, but no earlier than \_\_\_\_\_ (*insert date*)
- [--] The first day of the \_\_\_\_\_ (*insert a designation other than "first"*) pay period beginning on or after the \_\_\_\_\_ (*insert a date other than January 1<sup>st</sup>*) that the date the Participant first meets the eligibility requirement
- [--] The first day of the \_\_\_\_\_ (*insert a designation other than "first"*) pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--] The first day of the \_\_\_\_\_ pay period of the \_\_\_\_\_ month on or after the Participant first meets the eligibility requirements
- [--] The first day of the \_\_\_\_\_ pay period of the \_\_\_\_\_ calendar quarter on or after the Participant first meets the eligibility requirements

**2.61 YEAR OF SERVICE**

<b><u>Adjustments to Years of Service for Eligibility Purposes</u></b>		<b>Include</b>	<b>Exclude</b>
The following adjustments to Years of Service for Eligibility Purposes applies to:			
[--]	All Participants	[--]	[--]
[--]	Only the following Participants: _____	[--]	[--]
[--]	Service Before the Original Effective Date of the Plan included	[--]	[--]
[--]	Service Before the Original Effective Date of the Plan excluded	[--]	[--]
[--]	Service Before the Effective Date of this amended and restated Plan included	[--]	[--]
[--]	Service Before the Effective Date of this amended and restated Plan excluded	[--]	[--]
[--]	Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Eligibility to participate after a Reemployment Commencement Date	[--]	[--]
[--]	Other Adjustments to Years of Service for Eligibility:		
	Include: _____	[--]	[--]
	Exclude: _____	[--]	[--]

<b><u>Adjustments to Years of Service for Vesting Purposes</u></b>			
The following adjustments to Years of Service for Vesting Purposes applies to:			
[--]	All Participants		
[--]	Only the following Participants: _____		
[--]	Service Before the Original Effective Date of the Plan included	[--]	[--]

[--]	Service Before the Original Effective Date of the Plan excluded	[--]	[--]
[--]	Service Before the Effective Date of this amended and restated Plan included	[--]	[--]
[--]	Service Before the Effective Date of this amended and restated Plan excluded	[--]	[--]
[--]	Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Vesting in amounts accrued after Reemployment Commencement Date	[--]	[--]
[--]	Other Adjustments to Years of Service for Vesting:		
	Include: _____	[--]	[--]
	Exclude: _____	[--]	[--]

### 3.01 PARTICIPATION ELIGIBILITY

#### Eligibility Date Determination for Employee Contributions

The following Eligibility Date for Employee Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes \_\_\_\_\_ (\_\_) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (\_\_\_\_\_) (\_\_)
- [--] The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ (\_\_) Years of Service or attains age \_\_\_\_\_ (\_\_)
- [--] Other Eligibility Date for Employee Contributions: \_\_\_\_\_ (Must be based on service, age or a combination of service and age.)

#### Eligibility Date Determination for Employer Basic Contributions

The following Eligibility Date for Employer Basic Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes \_\_\_\_\_ (\_\_) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (\_\_\_\_\_) (\_\_)
- [--] The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ (\_\_) Years of Service or attains age \_\_\_\_\_ (\_\_)
- [--] Other Eligibility Date for Basic Contributions \_\_\_\_\_ (Must be based on service, age or a combination of service and age.)

#### Eligibility Date Determination for Employer Discretionary Contributions

The following Eligibility Date for Employer Discretionary Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_\_) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (\_\_\_\_) (\_\_\_\_)
- [--] The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_\_) Years of Service or attains age \_\_\_\_\_ (\_\_\_\_)
- [--] Other Eligibility Date for Discretionary Contributions \_\_\_\_\_  
(*Must be based on service, age or a combination of service and age.*)

#### **Eligibility Date Determination for Employer Matching Contributions**

The following Eligibility Date for Employer Matching Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_\_) Year(s) of Service
- [--] Date on which the Eligible Employee attains age (\_\_\_\_) (\_\_\_\_)
- [--] The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ (\_\_\_\_) Years of Service or attains age \_\_\_\_\_ (\_\_\_\_)
- [--] Other Eligibility Date for Matching Contributions \_\_\_\_\_  
(*Must be based on service, age or a combination of service and age.*)

### **3.02 PARTICIPATION UPON REEMPLOYMENT**

The following special rules for Participation Upon Reemployment apply to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] Upon the Eligible Employee's Reemployment Commencement Date, the Eligible Employee shall have the following status in the Plan based on his status as of his most recent Severance Date:
- [--] (a) If the Eligible Employee was a Participant, he shall reenter the Plan as a Participant on \_\_\_\_\_ (*describe the applicable date.*)
- [--] (b) If the Eligible Employee had satisfied the Plan's eligibility conditions but had not become a Participant, he shall become a Participant on the \_\_\_\_\_ (*earlier or later*) of \_\_\_\_\_ (*describe the applicable date*) or \_\_\_\_\_ (*describe the applicable date.*)
- [--] (c) If the Eligible Employee had not satisfied the Plan's eligibility conditions, he \_\_\_\_\_ (*shall or shall not*) receive \_\_\_\_\_ (*all or the portion described*) previous Years of Service and shall become a Participant on \_\_\_\_\_ (*describe the date*)

### **4.02 EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS**



**Employer Basic Contributions**

The following Employer Basic Contribution shall apply to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] No Basic Contributions
- [--] Basic Contributions equal to \_\_\_\_\_ percent (\_\_\_ %) of each Participant’s Compensation (not to exceed 25% )
- [--] Basic Contributions in a flat dollar amount equal to \_\_\_\_\_ dollars (\$\_\_\_) for each Participant
- [--] Basic Contributions allocated based on Points equal to \$\_\_\_\_\_ times the number of each Participant’s points. *(Complete Description of Points below.)*
- [--] Basic Contributions allocated based on Points (or ranges of Points) equal to the following percentage of each Participant’s Compensation (not to exceed 25% or the same flat dollar amount). *(Complete Description of Points below.)*

<u>Number of Points</u>	<u>\$ Amount</u>	<u>% of Compensation</u>
_____	\$_____	_____ %
_____	\$_____	_____ %
_____	\$_____	_____ %
_____	\$_____	_____ %
_____	\$_____	_____ %

- [--] Points for each year of age (in whole numbers):\_\_\_\_\_
- [--] Points for each Year of Service (in whole numbers):\_\_\_\_\_
- [--] Points for each unit of Compensation:\_\_\_\_\_
- [--] A unit of Compensation is \_\_\_\_\_
- [--] Maximum Years of Service taken into account, if any: \_\_\_\_\_
- [--] Each Participant’s allocation shall bear the same relationship to the Employer Contribution as the number of his or her total Points bears to all Points awarded
- [--] Other Basic Contribution Formula *(Must be a combination of the options above, e.g., 2% of Compensation, but not more than \$1500; 2% of the first \$70,000 of Compensation; or a percentage of Compensation based on Points or ranges of Points)* \_\_\_\_\_  
\_\_\_\_\_

Basic Contributions shall be made:

- [--] On a payroll basis
- [--] On a monthly basis
- [--] On a quarterly basis
- [--] On an annual basis
- [--] Other Basic Contribution remittance period *(Must be based on one or more of the options above, such as semi-monthly or quarterly with an annual true-up.)* \_\_\_\_\_

**Eligibility Requirements for Basic Contributions**

- [--] No additional requirements
- [--] Participant must be employed by the Employer on the last day of the Plan Year
- [--] Participant must earn at least 501 Hours of Service during the Plan Year
- [--] Participant must earn at least 1000 Hours of Service during the Plan Year
- [--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- [--] Other Eligibility Requirements for Basic Contributions *(Must be a combination of employment date and a minimum number of Hours of Service during a specified period of time, but no Hour of Service requirement shall, if extrapolated to a Plan Year basis, require more than 2,080 Hours of Service/Plan Year. For example, 40 Hours of Service/week or 173/month is acceptable; 42 hours/week or 175/month is not.):* \_\_\_\_\_

**Employer Discretionary Contributions**

The following Employer Discretionary Contribution shall apply to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] No Discretionary Contributions
- [--] Discretionary Contributions as determined each year by the Employer using the following Allocation Formula:
  - [--] Pro-Rata Based on Compensation
  - [--] Each Participant is credited with a portion of the Employer Contribution for the Plan Year equal to the ratio that the Participant's Compensation for the Plan Year bears to all Participants' Compensation for the Plan Year
  - [--] Fixed Dollar Formula
    - [--] Each Participant shall be credited with an equal dollar amount
  - [--] Discretionary Contributions allocated based on Points
    - [--] Discretionary Contributions allocated based on Points equal to \$\_\_\_\_\_ times the number of each Participant's points. *(Complete Description of Points below.)*
    - [--] Discretionary Contributions allocated based on Points (or ranges of Points) equal to the following percentage of each Participant's Compensation (not to exceed 25% or the same flat dollar amount) *(Complete Description of Points below.)*

<u>Number of Points</u>	<u>\$ Amount</u>	<u>% of Compensation</u>
_____	\$_____	_____ %
_____	\$_____	_____ %
_____	\$_____	_____ %
_____	\$_____	_____ %
_____	\$_____	_____ %

- [--] Points for each year of age (in whole numbers): \_\_\_\_\_
- [--] Points for each Year of Service (in whole numbers): \_\_\_\_\_
- [--] Points for each unit of Compensation: \_\_\_\_\_
- [--] A unit of Compensation is \_\_\_\_\_
- [--] Maximum Years of Service taken into account, if any: \_\_\_\_\_
- [--] Each Participant's allocation shall bear the same relationship to the Employer Contribution as the number of his or her total Points bears to all Points awarded

Discretionary Contributions shall be made:

- [--] On a payroll basis
- [--] On a monthly basis
- [--] On a quarterly basis
- [--] On an annual basis
- [--] Other Discretionary Contribution remittance period (*Must be based on one or more of the options above, such as semi-monthly or quarterly with an annual true-up.*) \_\_\_\_\_

#### **Eligibility Requirements for Discretionary Contributions**

- [--] No additional requirements [**Must elect if paid on less than annual basis**]
- [--] Participant must be employed by the Employer on the last day of the Plan Year
- [--] Participant must earn at least 501 Hours of Service during the Plan Year
- [--] Participant must earn at least 1000 Hours of Service during the Plan Year
- [--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- [--] Other Eligibility Requirements for Discretionary Contributions (*Must be a combination of employment date and a minimum number of Hours of Service during a specified period of time, but no Hour of Service requirement shall, if extrapolated to a Plan Year basis, require more than 2,080 Hours of Service/Plan Year. For example, 40 Hours of Service/week or 173/month is acceptable; 42 hours/week or 175/month is not.*): \_\_\_\_\_

### **4.03 EMPLOYER MATCHING CONTRIBUTIONS**

**(Matching Contributions may not exceed 100% of Compensation.)**

The following Employer Matching Contribution shall apply to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] No Matching Contributions on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan
- [--] Matching Contributions equal to \_\_\_\_\_ percent (\_\_\_\_%) of the first \_\_\_\_\_ percent (\_\_\_\_%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than \_\_\_\_\_ percent (\_\_\_\_%) of

Compensation or \$\_\_\_\_\_.

- [--] Matching Contributions equal to \_\_\_\_\_ percent (\_\_\_%) of the first \_\_\_\_\_ percent (\_\_\_%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan and \_\_\_\_\_ percent (\_\_\_%) of the next \_\_\_\_\_ percent (\_\_\_%) so contributed and \_\_\_\_\_ percent (\_\_\_%) of the next \_\_\_\_\_ percent (\_\_\_%) so contributed. The maximum Matching Contribution shall be no more than \_\_\_\_\_ percent (\_\_\_%) of Compensation or \$\_\_\_\_\_.
- [--] Matching Contributions equal to \_\_\_\_\_ percent (\_\_\_%) of amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan.
- [--] Discretionary Matching Contributions as determined each year by the Employer
- Matching Contributions shall be made on the following types of deferrals:
- [--] Deferral Contributions the 457(b) Eligible Deferred Compensation Plan
- [--] Catch-up Contributions the 457(b) Eligible Deferred Compensation Plan
- [--] Roth Contributions under the 457(b) Eligible Deferred Compensation Plan
- [--] Matching Contributions shall be calculated based on the lowest whole percentage of Compensation deferred by the Participant (no fractions)
- Matching Contributions shall be made:
- [--] On a payroll basis
- [--] On a monthly basis
- [--] On a quarterly basis
- [--] On an annual basis
- [--] Other remittance period for Matching Contributions: \_\_\_\_\_(must be at least annual)

#### **Employer Matching Contribution Eligibility Requirements**

- [--] No requirements [**Must elect if made more frequently than annually**]
- [--] Participant must be employed by the Employer on the last day of the Plan Year
- [--] Participant must earn at least 501 Hours of Service during the Plan Year
- [--] Participant must earn at least 1000 Hours of Service during the Plan Year
- [--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.

*(Note: Matching contributions made on a payroll basis will not be recalculated at the end of the year)*

#### **5.03 MAXIMUM LIMITS WHEN EMPLOYER SPONSORS TWO DEFINED CONTRIBUTION PLANS - SPECIAL PROVISIONS**

The following \_\_\_\_\_ shall apply to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_

Describe allocation between this Plan and the other plan: \_\_\_\_\_

**6.02 VESTING SCHEDULE**

Additional rows may be added to any option to the extent permissible under the Plan document. Any cliff vesting schedule must be at least as favorable as 15-year cliff (20-year cliff for a class in which substantially all of the participants are qualified public safety employees as defined in Internal Revenue Code Section 72(t)(10)(B)), Any graded vesting schedule must be at least as favorable as 5-20 year graded.

**Vesting for Employer Basic Contribution**

This Vesting Schedule for Basic Contributions Additional Provisions Addendum applies to: \_\_\_\_\_  
 \_\_\_\_\_ (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

[--]	100% Vesting immediately upon Entry Date	
[--]	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	Less than ____ ( ) years	0 %
	_____ ( ) years or more	100 %
[--]	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	____ years	____%
	____ years	____%
	____ years	____%
	____ years	____%
	____ years	____%
	____ years or more	____%

**Vesting for Employer Discretionary Contribution**

This Vesting Schedule for Employer Discretionary Contributions Additional Provisions Addendum applies to: \_\_\_\_\_  
 \_\_\_\_\_ (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

[--]	100% Vesting immediately upon Entry Date	
[--]	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	____ years	____%
	____ years	____%
	____ years	____%
	____ years	____%
	____ years	____%
	____ years or more	____%
	Less than ____ ( ) years	0 %
	_____ ( ) years or more	100 %



**Vesting for Employer Matching Contribution**

This Vesting Schedule for Employer Matching Contributions Additional Provisions Addendum applies to: \_\_\_\_\_ (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

100% Vesting immediately upon Entry Date

[--]	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	____ years	____%
	____ years	____%
	____ years	____%
	____ years	____%
	____ years	____%
	____ years or more	____%
	Less than ____ ( ) years	0 %
	____ ( ) years or more	100 %

**2.31 HOURS OF SERVICE EQUIVALENCY ADDENDUM**

Per Section 2.30(g) of the Basic Plan Document, Each Employee who works \_\_\_\_\_ Hour(s) of Service during a \_\_\_\_\_ shall be credited with \_\_\_\_\_ Hours of Service for that period. (The equivalency selected must be at least as generous as the equivalencies set for forth in paragraph (e) of Department of Labor Regulation Section 2530.2006-3.)

## FORMS OF PAYMENT ADDENDUM

This Forms of Payment Addendum shall apply to the following classes of Participants or to the following sources of contributions: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Treasury regulation 1.401-1(a)(2)).

Per Section 8.01(a)(iv) of the Plan Document, the Employer may permit any of the following forms of payment in addition to those otherwise available under the Basic Plan Document and/or the Adoption Agreement. The Employer also may use this Addendum to provide for different elections for different classifications of employees or for different sources of contributions:

- Distributions may be made in one lump sum only
- Distributions may be made in any form provided in Section 8.01(a) (Lump sums, installments or systematic payments)
- Distributions may be made in any form provided in Section 8.01(a) (Lump sums, installments or systematic payments, except that:
  - The maximum length of the installment period shall be: \_\_\_\_\_ (may not exceed the joint life expectancy of the Participant and his designated Beneficiary)
  - The Participant or Beneficiary whose distribution is in the form of installments may not elect to receive the remainder of his Account in a single lump sum or otherwise change the installment method previously selected.
  - In addition to the lump sum and installment options, Participants and Beneficiaries may elect partial withdrawals provided the minimum withdrawal is \$\_\_\_\_\_.
- Annuities:
  - 1. Any form of annuity
  - 2. Only the following forms of annuity (select one or more):
    - a. Straight life annuity
    - b. Life and 5 years certain
    - c. Life and 10 years certain
    - d. Life and 15 years certain
    - e. Life and 20 years certain
    - f. Straight life with reduction upon receipt of Social Security benefits
    - g. Joint and 50% survivor annuity
    - h. Joint and 66 2/3% survivor annuity
    - i. Joint and 75% survivor annuity
    - j. Joint and 100% survivor annuity
  - Annuity options are available only to Participants who have attained age: \_\_\_\_\_ (specify).
  - Annuity options are available only to Participants who have completed \_\_\_\_\_ (specify) Years of Service.
- Joint Annuity may be:
  - Spouse only
  - No restrictions, subject to incidental benefit rules described in Treasury Regulation Section 1.401(a)(9)-2

- [--] Distributions may be made in:
- [--]           cash only (except for insurance or annuity contracts)
- [--]           cash or property

## **SUPERSEDING PROVISIONS ADDENDUM**

Unless the provisions of this Superseding Provisions Addendum are described in Section 8.03 of Revenue Procedure 2017-41 as not causing a plan to fail to be identical, e.g., changes to the administrative provisions of the Plan, such as provisions relating to investments or plan claims procedures, the Employer will not be permitted to rely on ACCG's opinion letter for qualification of its plan. In addition, such superseding provisions may, in certain circumstances, affect the plan's status as a pre-approved plan eligible for the 6-year remedial amendment cycle.

The following provisions supersede other provisions of this Adoption Agreement and the ACCG Basic Plan document in the manner described below:

**RESOLUTION TO ADOPT  
AMENDED AND RESTATED  
ACCG 401(a) DEFINED CONTRIBUTION PLAN  
FOR PUTNAM COUNTY EMPLOYEES**

**WHEREAS**, Putnam County, Georgia (the “Employer”) has previously adopted the Association County Commissioners of Georgia (ACCG) 401(a) Defined Contribution Plan for Putnam County Employees (the “Plan”) through an Adoption Agreement;

**WHEREAS**, ACCG has appointed a Defined Contribution Plan Program Board of Trustees (the “DC Board”) pursuant to the ACCG Defined Contribution Plan Program Master Trust Agreement (the “Master Trust”), to oversee Plan administration, Plan documentation and to select investment options for investment of the assets of the Plan;

**WHEREAS**, ACCG has amended and restated the ACCG 401(a) Defined Contribution Plan Document and the accompanying Adoption Agreement to reflect changes in applicable law and has obtained Internal Revenue Service (IRS) preapproval for the amended and restated ACCG 401(a) Defined Contribution Plan Document and Adoption Agreement (the “2020 IRS Pre-Approved Plan Documents”); and

**WHEREAS**, the Employer desires to amend and restate its Plan by adopting the 2020 IRS-Preapproved Plan Documents.

**NOW THEREFORE**, at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Putnam County Board of Commissioners hereby resolves as follows:

**RESOLVED** that the Putnam County Board of Commissioners hereby approves the adoption of the attached amended and restated ACCG 401(a) Defined Contribution Plan for Putnam County Employees, consisting of the ACCG Basic Plan Document and the accompanying Adoption Agreement which reflects the elections made by the Employer under the provisions of the amended and restated Plan.

**FURTHER RESOLVED** that, except as otherwise specifically provided therein, the effective date of the amended and restated Plan shall be January 1, 2022.

**FURTHER RESOLVED** that the Commission Chair is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement these resolutions.

**FURTHER RESOLVED** that any resolution in conflict with this resolution is hereby repealed.

**PUTNAM COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Chair, Putnam County Board of Commissioners

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
County Clerk



**SUMMARY OF DEFAULT ELECTIONS**  
**IN RESTATED ACCG DC ADOPTION AGREEMENT**

1. Section 2.17 Eligible Employee; Eligibility of Grant-Funded Employees (p. 2) – The new Adoption Agreement lists “Grant-funded Employees” and allows the Employer to indicate if grant-funded employees are treated differently than other “Eligible Employees Other Than Elected Officials.” The default election is to treat grant-funded employees the same as “Eligible Employees Other Than Elected Officials.” Please contact ACCG before signing the Adoption Agreement if you wish to change this election.
2. Section 2.17 Eligible Employee; Eligibility of Chief and Assistant Magistrate Judge (p. 3) – The new Adoption Agreement includes an election to include or exclude the Chief Magistrate Judge and any Assistant Magistrate Judge. The default election under the new Adoption Agreement is to include the Chief Magistrate Judge if “Magistrate Judge” is included under the current Adoption Agreement and to exclude the Chief Magistrate Judge if “Magistrate Judge” is excluded under the current Adoption Agreement. The default election under the new Adoption Agreement is to exclude any Assistant Magistrate Judge. Please contact ACCG before signing the Adoption Agreement if you wish to change these elections.
3. Section 2.61 Year of Service; Adjustments to Years of Service for Eligibility (p. 6) – The new Adoption Agreement includes an election to exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of eligibility to participate after a Reemployment Commencement Date. The default election under the new Adoption Agreement is to include such Service. Please contact ACCG before signing the Adoption Agreement if you wish to change this election.
4. Section 2.61 Year of Service; Adjustments to Years of Service for Vesting (p. 7) – The new Adoption Agreement includes an election to exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of becoming vested in amounts accrued after an Employee’s Reemployment Commencement Date. The default election under the new Adoption Agreement is to exclude such Service. Please contact ACCG before signing the Adoption Agreement if you wish to change this election.
5. Section 3.06 Election Not to Participate (p. 9) – The new Adoption Agreement includes an election to allow Eligible Employees to opt out of participating in the Plan. In keeping with the practice of most ACCG DC Program participating employers, the default election is not to allow Eligible Employees to opt out of participating in the Plan, i.e., participation is automatic for employees who satisfy the eligibility requirements. Please contact ACCG before signing the Adoption Agreement if you wish to change this election.
6. Section 6.04 In-Service Withdrawals (p. 14) – The new Adoption Agreement includes an election to permit in-service withdrawals from the Plan. The default election is not to permit in-service withdrawals (i.e., no withdrawal until Severance from Employment). If in-service withdrawals are to be permitted, the Employer must specify the conditions for such withdrawal in the Adoption Agreement. Please contact ACCG before signing the Adoption Agreement if you wish to change this election.
7. Section 7.01 Death Benefits (p. 15) – The new Adoption Agreement includes an election with respect to death benefit payment forms. The default election is to allow death benefits to be paid in any form permitted under the Plan for Participants. Please contact ACCG before signing the Adoption Agreement if you wish to change this election.
8. Section 8.05 Participant Consent to Distributions (p. 15) – The new Adoption Agreement includes an election to require cash-out of small accounts without the consent of the Participant or Beneficiary. The default election is not to mandate cash-outs of small accounts without the consent of the Participant or Beneficiary. If the Employer elects to require small account cash-outs without consent, the Employer must also elect the small account cash-out limit in Section 8.05 of the Adoption Agreement.

**File Attachments for Item:**

15. Authorization for Chairman to sign Seventh Amendment to the Exclusive Contract for Solid Waste and Recycling Collection Service (staff-CM)

## **Seventh Amendment to the Exclusive Contract for Solid Waste and Recycling Collection Service**

WHEREAS on June 20, 2006, Putnam County, Georgia acting by and through its duly elected Chairman and Commissioners (hereinafter referred to as “the County”) and Advanced Disposal Services Middle Georgia, LLC, (hereinafter referred to as “the Contractor”) entered into that certain Exclusive Agreement for Services and Six subsequent Addendums pertaining to the residential collection of solid waste and recycling in Putnam County, and

WHEREAS, the County and Contractor have mutually agreed to extend the Term of the Contract beginning January 1, 2022 through December 31, 2026.

NOW THEREFORE, in consideration of the mutual covenants and agreement herein set forth, the County and Contractor hereby agree to the terms of this Amendment as follows:

1. Accuracy of Recitals      The recitals set forth above are true and correct.
  
2. Compensation      Effective January 1, 2022, the rate to operate eleven Solid Waste and Recycling Convenience Centers (see Exhibit A) is adjusted from \$107,355.85 to \$164,590.17 per month with the disposal fee adjustment from \$48.18 to \$50.00 per ton.
  
3. Term The term of the Agreement shall be extended to and through December 31, 2026, provided, however, either party may terminate this Agreement for its convenience absolutely and without further obligation by giving the other party at least One Hundred and Twenty (120) days’ written notice each year before the annual Anniversary date of January 1.
  
4. Compensation Adjustment      Effective January 1, 2023, and each January 1 during the remainder of the term of this Agreement, Contractor’s compensation shall be increased by the increase, if any, of the Consumer Price Index (“CPI”). For purposes of this Agreement, CPI shall mean the Consumer Price Index for Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas, (WST CPI) (published by the Bureau of Labor Statistics, U.S. Department of Labor (“C.P.I.”)) shall have increased or decreased during the most recently available preceding twelve-month period. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

5. Except as amended hereby, the Exclusive Agreement and Subsequent Addendums remain in full force and effect.

Putnam County

\_\_\_\_\_ Date \_\_\_\_\_  
Chairman

Witness \_\_\_\_\_

Advanced Disposal Services Middle Georgia, LLC

\_\_\_\_\_ Date \_\_\_\_\_  
(Vice) President

Witness: \_\_\_\_\_

**File Attachments for Item:**

16. Discussion and possible action regarding the LMIG projects for 2022 (staff-CM)





**Russell R. McMurry, P.E.,**  
**Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

JUN 28 2021 PM 4:29

June 23, 2021

Billy Webster, Chairman  
Putnam County  
117 Putnam Drive Suite A  
Eatonton, Georgia 31024

**RE: Fiscal Year 2022 Local Maintenance & Improvement Grant (LMIG) Program**

Dear Chairman Webster:

We are pleased to announce that the Department will begin accepting applications for the Fiscal Year 2022 LMIG Program in July 2021. Grants will be processed electronically through our **GRANTS (LMIG) Application System**. To begin your FY 2022 LMIG Application, please visit the Department's website at [www.dot.ga.gov/PS/Local/LMIG](http://www.dot.ga.gov/PS/Local/LMIG). This site provides a link to the LMIG Application, the LMIG Application Tutorial (Manual), and to the General Guidelines and Rules and other pertinent reports. The project list will be entered directly into the LMIG Application System. Please contact your District State Aid Coordinator, **Matt Sammons**, at **478-553-3383** for assistance with the online application process.

For an application to be processed, the following requirements must be met:

- A local government must be in Department of Audits and Accounts (DOAA) and Department of Community Affairs (DCA) audit compliance.
- A signed cover letter must be attached and include a completion status of the last three fiscal years' LMIG Grants.
- A signature page must include both the local government seal and the notary seal. The application website provides a blank signature page for you to download, complete and upload as an attachment.
- A local government must provide their District State Aid Coordinator with a Statement of Financial Expenditures form and invoices for Fiscal Year 2019 projects and all other prior years unless previously approved to combine funding for Fiscal Years 2019, 2020, and 2021. The forms can be attached in the LMIG Application System if they have not already been provided to your District State Aid Coordinator.

**All electronic LMIG applications must be received no later than February 1, 2022.** Failure to submit applications by the deadline might result in a forfeiture of funds.

Your formula amount for the Fiscal Year 2022 Program is **\$560,772.37** and your local match is **30%**. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d).

If you have any questions regarding the LMIG Program, please contact the Local Grants Office in Atlanta at (404) 347-0240. Thank you for your attention and cooperation in this matter.

Sincerely,

Russell R. McMurry, P.E.  
Commissioner

cc: Mr. Corbett Reynolds; Mr. Jamie Boswell; Hon. Trey Rhodes; Hon. Rick Williams; Hon. Burt Jones; Matt Sammons

8728,000

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT  
GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2022  
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

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

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

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

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

Local Government:

49222

E-Verify Number

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me,

Billy Webster (Print)

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Mayor / Commission Chairperson

In the presence of:

\_\_\_\_\_  
(Date)

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

\_\_\_\_\_  
My Commission Expires:

NOTARY PUBLIC SEAL:

Road Name	Beginning	Ending	Length (Miles)	Description of Work	Project Cost	Project Let Date
Pea Ridge Road	State Hwy. 441	State Hwy. 16	8	Patching, leveling, and resurfacing 20' wide asphalt road	\$1,600,000.00	
	LMIG Award 2022	\$560,722.37		\$1,600,000.00	Project Total	
	Match @ 30%	\$168,216.71				
	Total	\$728,939.08		(\$871,060.92)	Excess funding over Match \$	

**File Attachments for Item:**

17. Request for Road Acceptance from Jimmy Anderson for Harmony Farms Drive (staff-CC)

# PUTNAM COUNTY BOARD OF COMMISSIONERS



*ju*

AUG 11 2021 PM 12:29

117 Putnam Drive, Suite A ♦ Eatonton, GA 31024  
Tel: 706-485-5826 ♦ Fax: 706-923-2345 ♦ [www.putnamcountyga.us](http://www.putnamcountyga.us)

## Request for Road Acceptance

The undersigned hereby requests that the following road be accepted into the Putnam County road system:

Name of Road Harmony Farms Drive

Applicant Name: Jimmy Anderson

Signature: \_\_\_\_\_ Date: 7/13/2021

Address: 4750 Bold Springs Rd. NW Monroe, GA 30656

Phone: 770-715-1034 Email: alpd327@gmail.com

Property Owner (if different from above): TMFT Lot Investments, LLC

Signature: \_\_\_\_\_ Date: 7/13/2021

Address: PO Box 2655 Loganville, GA 30052

Phone: 678-373-0536 Email: nedbutler15@gmail.com

Supporting Information Included:

- Compaction Report ✓
- Soil Testing Report
- Security Bond (see attachment) *definitely*
- As Built Plat – showing curb cuts ✓
- Deed of Road Dedication

*emailed  
8-11-21*

For BOC Use Only:

Payment Received: \$275.00 ✓ Date 8-11-21 Receipt # 370846  
*emailed to PW + P+D 10-18-21*



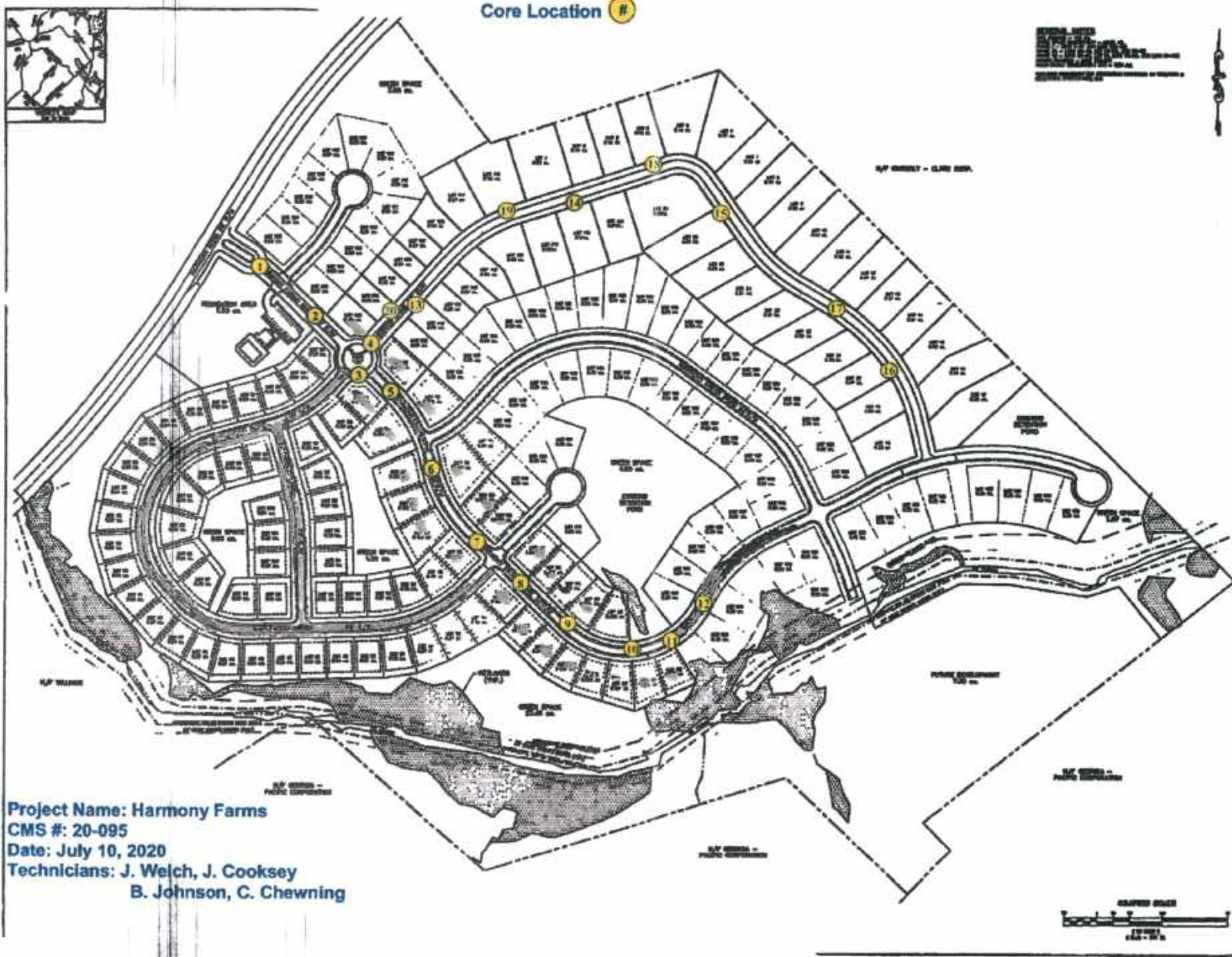
# Pavement Thickness

Client: Reliant Homes  
 Project: Harmony Farms Drive  
 Date: July 10, 2020  
 Tech: J. Welch, J. Cooksey, B. Johnson, C. Chewning

Project # 20-095  
 Mix Type: \_\_\_\_\_  
 Direction: \_\_\_\_\_  
 Rollers: \_\_\_\_\_

Core Location	Topping Thickness (inches)	Binder Thickness (inches)	Total Thickness (inches)	GAB (inches)	Remarks
1	3.75		3.75	7.00	Location marked by Putnam County
2	3.50		3.50	6.50	Location marked by Putnam County
3	2.00		2.00	7.50	Location marked by Putnam County
4	2.00		2.00	8.00	Location marked by Putnam County
5	1.50	2.00	3.50	5.50	Location marked by Putnam County
6	1.25	2.25	3.50	6.00	Location marked by Putnam County
7	1.25	1.50	2.75	6.75	Location marked by Putnam County
8	1.25	2.00	3.25	6.75	Location marked by Putnam County
9	1.50	2.25	3.75	2.75	Location marked by Putnam County
10	1.25	1.75	3.00	6.75	Location marked by Putnam County
11	3.00	3.00	6.00	7.50	Location marked by Putnam County
12	1.50	2.00	3.50	6.00	Location marked by Putnam County
13	2.00		2.00	6.00	Contaminated GAB
14	2.25		2.25	5.25	Location marked by CMS
15	1.50		1.50	9.25	Location marked by CMS
16	1.75		1.75	5.25	Contaminated GAB
17	2.00		2.00	5.00	Location marked by CMS
18	2.00		2.00	0.00	No GAB. SOIL ONLY
19	1.75		1.75	5.25	Contaminated GAB
20	1.50		1.50	3.50	Contaminated GAB

AUG 11 2021 PM 2:29  
 2-13-20



Project Name: Harmony Farms  
 CMS #: 20-095  
 Date: July 10, 2020  
 Technicians: J. Welch, J. Cooksey  
 B. Johnson, C. Chewning

  
 Consulting Engineers  
 1100 West 10th Street  
 Oklahoma City, Oklahoma 73106  
 Phone: (405) 525-1100  
 Fax: (405) 525-1101  
 Email: info@simonton.com  
 Website: www.simonton.com

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 F

# Harmony Farms

## Phase 2

Putnam County, Georgia

Date: March 7, 2008

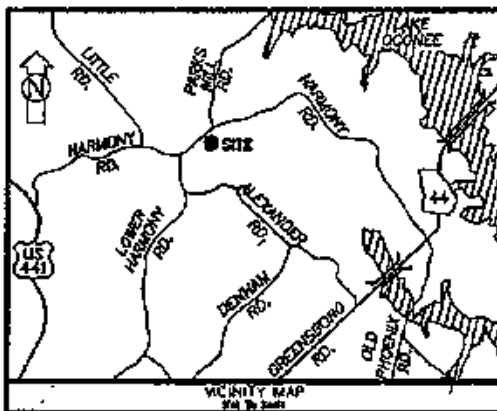
### GENERAL NOTES

- EACH LOT IS TO BE SERVICED BY A COMMUNITY WATER & SEWER SYSTEM.
- NOTIFY APPROPRIATE INSPECTORS FORTY-EIGHT HOURS PRIOR TO COMMENCING CONSTRUCTION.
- EACH INDIVIDUAL LOT OWNER IS REQUIRED TO OBTAIN SITE AND CONSTRUCTION APPROVAL BY THE PUTNAM COUNTY HEALTH DEPARTMENT PRIOR TO CONSTRUCTION.
- ALL CONSTRUCTION MUST CONFORM TO PUTNAM COUNTY STANDARDS.
- ALL UTILITIES ARE NOT DISPLAYED ON THIS PLAT.
- THIS PLAT IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND PROTECTIVE COVENANTS OF RECORD.
- THIS SURVEY IS BASED ON INFORMATION PROVIDED BY THE CLIENT. THIS SURVEY IS NOT BASED ON A TITLE ABSTRACT.
- VEGETATION / WATER LINES ARE NOT CONSIDERED BY THE SURVEYOR TO BE AN ENCROACHMENT.
- CURRENT ZONING STATUS IS R-1 (WITH WATER & SEWER R-PUD).
- ALL FENCES ARE NOT SHOWN ON THIS PLAT.
- BUILDING SETBACKS:  
FRONT: 15'  
SIDES: 7.5'  
REAR: 20'
- P.E.A.M. MAPS ARE UNAVAILABLE FOR PUTNAM COUNTY.

TOTAL NUMBER OF LOTS = 24  
 SMALLEST LOT = 0.251 Acres (10,944 SQFT)  
 LARGEST LOT = 0.495 Acres (21,374 SQFT)  
 AVERAGE LOT SIZE = 0.340 Acres (14,663 SQFT)  
 TOTAL AREA IN LOTS = 7.197 Acres (313,513 SQFT)  
 RIGHT OF WAY = 2.384 Acres (103,858 SQFT)  
 TOTAL AREA IN PHASE 2 = 8.582 Acres (417,371 SQFT)

### OWNER/AGENT

CONTACT GARY LOGMAN  
 ADDRESS MANOR HOMES, INC.  
 P.O. BOX 80142  
 CONYERS, GA 30013  
 TEL: 770-918-8060  
 FAX: 770-781-8733



PUTNAM COUNTY, GEORGIA  
 CLERK OF SUPERIOR COURT  
 FILED & RECORDED  
 DATE: 3/10/08  
 COUNTY: PUTNAM COUNTY  
 BOOK: 22  
 PAGE: 34A  
 CLERK: [Signature]



KIRK A. FREEMAN HLS #2282  
 DATE: 3/10/2008

### "SURVEYORS CERTIFICATION"

THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 151,375 FEET AND AN ANGULAR ERROR OF 0000012 PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 84,300 FEET, AND CONTAINS A TOTAL OF 8.582 ACRES. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREIN WAS TOPCON OTS 3005 TOTAL STATION.

BY: [Signature] 2382 3/10/08  
 REGISTERED GEORGIA LAND SURVEYOR REG. NO. DATE OF EXPIRATION

### "OWNER'S ACKNOWLEDGEMENT AND DECLARATION"

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND DEDICATES BY THIS ACKNOWLEDGMENT AND DECLARATION TO THE USE OF THE PUBLIC FOREVER ALL STREETS, SEWER COLLECTORS, LIFT STATIONS, DRAINS, EASEMENTS, AND OTHER PUBLIC UTILITIES AND APPURTENANCES THEREON SHOWN.

[Signature] 3-17-08  
 SIGNATURE OF SUBDIVIDER DATE SIGNED

GARY S. LOGMAN  
 PRINTED NAME OF SUBDIVIDER

[Signature] 3-17-08  
 SIGNATURE OF OWNER DATE SIGNED

MANOR DEVELOPERS INC  
 PRINTED NAME OF OWNER

### "FINAL PLAT APPROVAL"

FINAL PLAT APPROVAL: THE DIRECTOR OF PLANNING AND DEVELOPMENT DEPARTMENT OR DESIGNEE CERTIFIES THAT THIS PLAT COMPLIES WITH THE PUTNAM COUNTY DEVELOPMENT REGULATIONS DATED THIS 17th DAY OF March 2008.

[Signature] 3-17-08  
 DIRECTOR, PLANNING AND DEVELOPMENT DEPARTMENT

### "FINAL PLAT APPROVAL AS VOTED"

Final Plat Approval as voted on April 4, 2008  
 RECEIPT OF SURETY FOR REGISTRATION AND JUNTY BOARD OF RECEIPT OF SURETY OF THE ACKNOWLEDGEMENT OF WAY SUBJECT PLAT OF

[Signature]  
 CHAIRMAN, BOARD OF COMMISSIONERS

AND [Signature]  
 COUNTY CLERK

DESIGNED, COMPILED BY: [Signature]

ISSUED BY: [Signature]

DATE: 3/10/08

FILE NO. 2008-2282-1

SHEET 1 OF 3

DATE: MARCH 11, 2008 PM 12:29

REGISTERED GEORGIA LAND SURVEYOR

PUTNAM COUNTY, GEORGIA

MANOR HOMES, INC.

CONYERS, GA 30013

TEL: 770-918-8060

FAX: 770-781-8733

P.C. Simonton & Associates, Inc.

Consulting Engineers

150 PARKSIDE COMMONS  
 SUITE 101  
 CONYERS, GA 30044  
 TEL: (770) 918-8745

REGISTRATION NO. 2008-2282-1

FILE NO. 2008-2282-1

SHEET 1 OF 3

**NOTE:**

EXCEPT AS SPECIFICALLY SHOWN OR STATED ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

THIS PLAT SUBJECT TO ALL RIGHT-OF-WAYS, EASEMENTS, BUFFERS, AND BUILDING LINES SHOWN OR NOT SHOWN ON THIS SURVEY.

**LEGEND:**

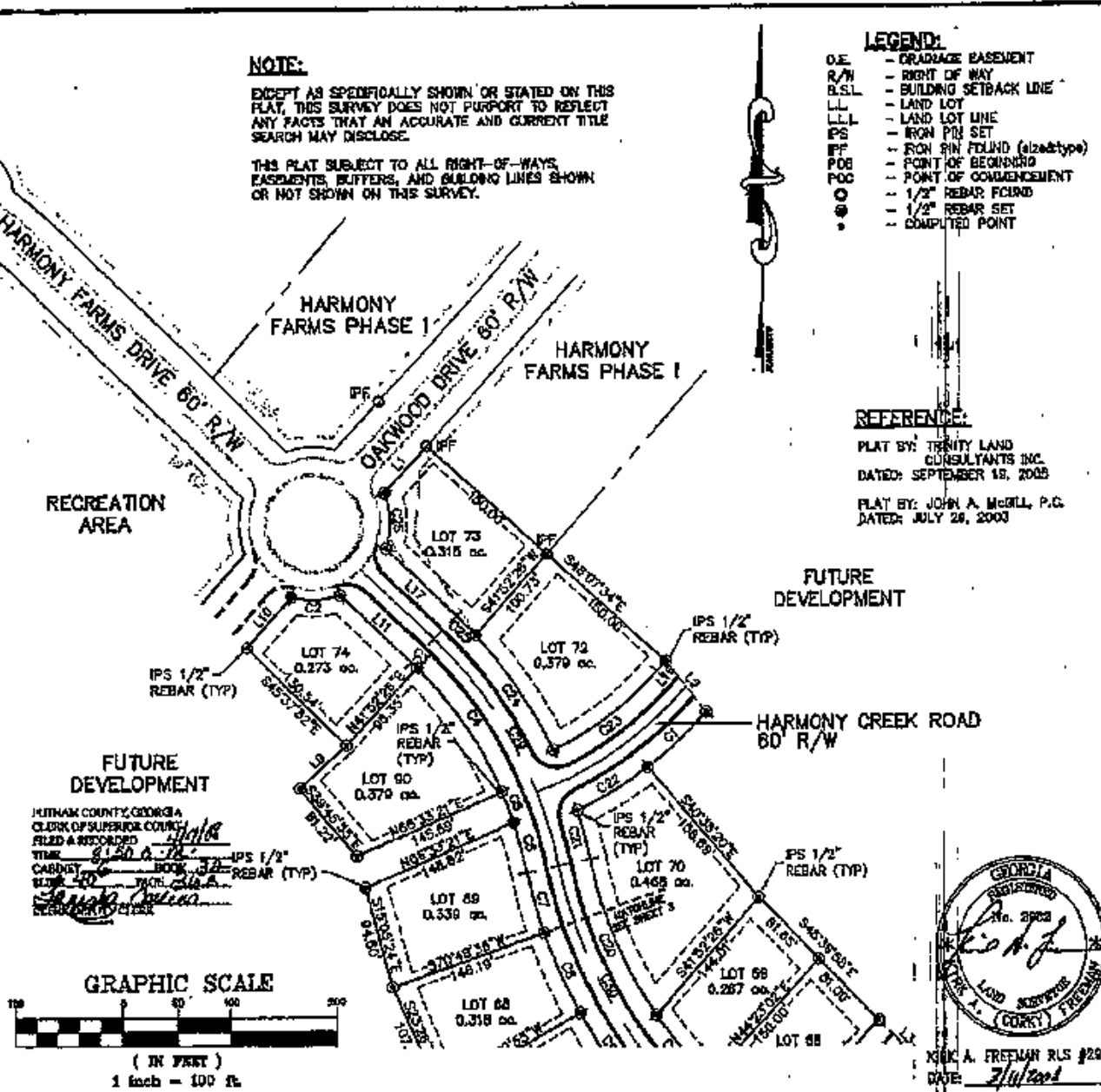
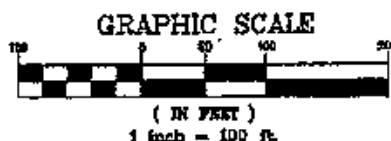
- GRADUAGE EASEMENT
- RIGHT OF WAY
- BUILDING SETBACK LINE
- LAND LOT
- LAND LOT LINE
- IRON PIN SET
- IRON PIN FOUND (alzeotype)
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- 1/2" REBAR FOUND
- 1/2" REBAR SET
- COMPUTED POINT

**REFERENCE:**

PLAT BY: TRINITY LAND CONSULTANTS INC.  
 DATED: SEPTEMBER 18, 2008  
 PLAT BY: JOHN A. McELL, P.C.  
 DATED: JULY 28, 2003

LINE	LENGTH	BEARING
L1	87.80	S47°22'28"E
L2	80.89	S34°16'00"E
L3	80.00	S45°38'58"E
L9	58.56	S47°49'58"W
L10	63.44	N42°15'08"E
L11	88.40	S45°38'58"E
L16	12.60	S41°52'26"W
L17	89.40	N45°28'56"W

CURVE	LENGTH	RADIUS	CHORD	CHORD LENGTH
C1	78.18	392.81	N47°28'58"E	75.04
C2	48.47	71.00	N88°07'44"E	48.64
C3	7.72	382.00	N45°02'14"W	7.72
C4	140.11	382.00	N53°37'08"W	138.32
C6	30.63	382.00	N21°11'32"W	30.02
C8	48.10	382.00	N10°18'59"W	48.07
C7	67.58	442.00	S16°27'27"E	67.58
C8	80.44	442.00	S24°21'18"E	80.33
C18	68.83	382.00	S40°22'38"E	68.44
C20	157.43	382.00	S23°39'02"E	156.82
C21	48.53	442.00	N14°44'26"W	48.60
C22	77.87	382.00	N69°34'37"E	77.72
C23	122.85	300.87	N53°38'44"E	122.08
C24	128.98	442.00	N53°57'26"W	129.18
C26	25.15	442.00	N43°56'10"W	25.14
C28	62.69	71.00	N01°28'18"W	61.49
C29	243.70	412.00	N28°40'13"W	240.17
C30	243.70	412.00	S28°40'13"E	240.17
C31	348.01	382.00	S83°47'08"E	322.99



MUTHAM COUNTY, GEORGIA  
 CLERK OF SUPERIOR COURT  
 FILED & RECORDED  
 TIME: 8:50 a.m.  
 CABINET: BOOK 38  
 PAGE: 10  
 BY: [Signature]  
 DEED BOOK 38 PAGE 10



JOHN A. FREEMAN RLS #228  
 DATE: 7/16/2008

DRAWING COMPLETED BY: [Name]

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300 NORTH MAIN STREET  
 P.O. BOX 48  
 HICKSVILLE, GA 31513  
 TEL: (913) 942-6313

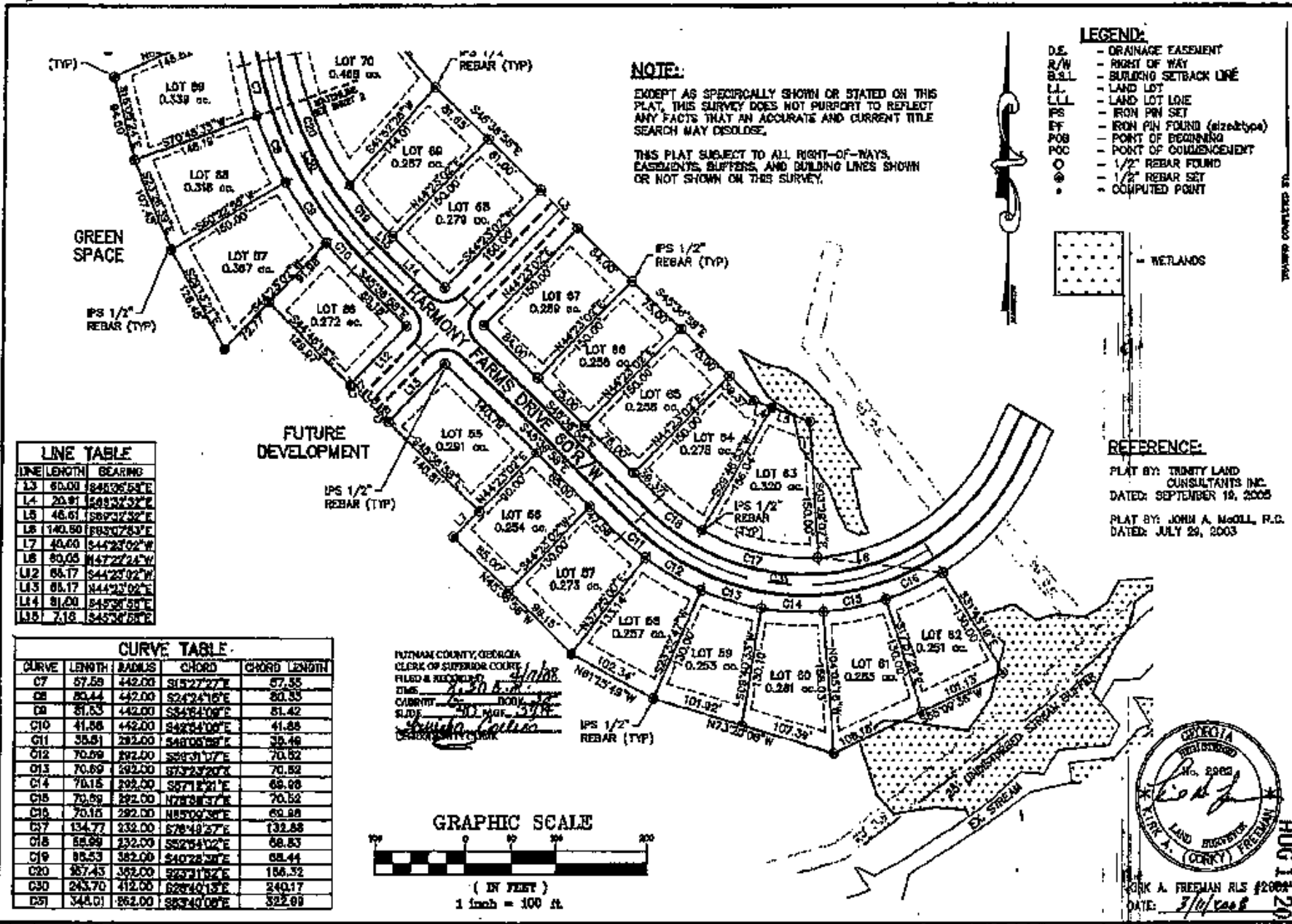
180 PARKSIDE COMMONS  
 SUITE 100  
 CHASSAULTON, GA 30540  
 TEL: (770) 421-9978

**P.C. Simonton & Associates, Inc.**  
 Consulting Engineers

Harmony Farms Phase II for Manner Homes  
 C-10, 2008  
 Professional Chapter of Georgia

Final Subdivision Plat  
 DATED: MARCH 7, 2008  
 FILE NO. 2007-181781  
 SHEET 2 OF 2

FIG 12 2021 PM 12:29



**NOTE:**  
EXCEPT AS SPECIFICALLY SHOWN OR STATED ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.  
THIS PLAT SUBJECT TO ALL RIGHT-OF-WAYS, EASEMENTS, BUFFERS, AND BUILDING LINES SHOWN OR NOT SHOWN ON THIS SURVEY.

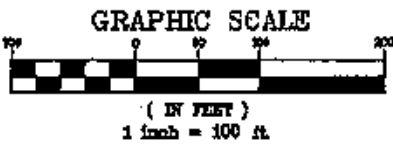
- LEGEND:**
- DRAINAGE EASEMENT
  - RIGHT OF WAY
  - BUILDING SETBACK LINE
  - LAND LOT
  - LAND LOT LOSE
  - IRON PIN SET
  - IRON PIN FOUND (size&type)
  - POINT OF BEGINNING
  - POINT OF COMMENCEMENT
  - 1/2" REBAR FOUND
  - 1/2" REBAR SET
  - COMPUTED POINT

**LINE TABLE**

LINE LENGTH	BEARING
L3	60.00 S44°35'53"E
L4	20.81 S03°32'32"E
L5	48.61 S89°32'32"E
L6	140.80 S89°32'32"E
L7	48.60 S44°32'02"W
L8	80.05 N47°22'24"W
L12	88.17 S44°32'02"W
L13	88.17 N44°32'02"E
L14	81.00 S49°32'53"E
L19	7.18 S45°36'58"E

**CURVE TABLE**

CURVE	LENGTH	RADIUS	CHORD	CHORD LENGTH
C7	57.58	442.00	S15°27'27"E	57.55
C8	80.44	442.00	S24°34'16"E	80.33
C9	81.53	442.00	S34°04'09"E	81.42
C10	41.56	442.00	S43°34'09"E	41.28
C11	55.81	292.00	S48°08'58"E	55.46
C12	70.99	292.00	S57°31'17"E	70.52
C13	70.89	292.00	S67°22'20"E	70.52
C14	70.15	292.00	S77°12'21"E	69.98
C15	70.99	292.00	N78°08'57"E	70.52
C16	70.15	292.00	N87°09'38"E	69.88
C17	134.77	332.00	S78°49'27"E	132.68
C18	88.99	232.00	S82°54'12"E	88.53
C19	88.53	382.00	S40°28'30"E	88.44
C20	267.43	352.00	S93°11'24"E	188.32
C30	243.70	412.00	S28°40'18"E	240.17
C31	348.01	862.00	S83°40'09"E	322.89



**REFERENCE:**  
PLAT BY: TRINITY LAND CONSULTANTS INC.  
DATED: SEPTEMBER 18, 2008  
PLAT BY: JOHN A. McOLL, P.C.  
DATED: JULY 29, 2003



NO. 1000 NORTH MAINT STREET  
HUNTSVILLE, AL 35894  
TEL: 256-898-0213

189 FAUCIUS COMBINS  
SUITE 200  
GREENSBORO, GA 30602  
TEL: 706-640-0070

**P.C. Simonton & Associates, Inc.**  
Consulting Engineers

Harmony Farms  
Phase II  
for  
Manor Homes

DATE: MARCH 1, 2009  
SCALE: 1/4" = 100'-0"

Mark A. Freeman RLS #2988  
DATE: 3/1/2009

HUG 1-201-PN12:29



Harmony Farms Drive  
60 foot right-of-way Legal Description

AUG 11 2021 PM 12:29

All that tract or parcel of land lying and being in Land Lots 320 and 321 of the 3rd Land District, 306<sup>th</sup> G.M.D. of Putnam County, Georgia and being more particularly described as follows:

Commence at a point at the intersection of the centerline of Harmony Road and the centerline of Parks Mill Road; THENCE South 41 degrees 50 minutes 31 seconds West for a distance of 255.20 feet to a point on the southerly right-of-way of Harmony Road (having an 80-foot right-of-way);

THENCE along said right-of-way along a curve to the left having a radius of 1968.49 feet; an arc length of 160.93 feet, being subtended by a chord bearing of South 47 degrees 09 minutes 20 seconds West for a distance of 160.89 feet to a point;

THENCE continuing along said right-of-way along a curve to the left having a radius of 2264.49 feet, an arc length of 494.63 feet, being subtended by a chord bearing of South 38 degrees 33 minutes 21 seconds West for a distance of 493.65 feet to a point;

THENCE continuing along said right-of-way South 32 degrees 17 minutes 54 seconds West for a distance of 149.24 feet to a point at the intersection of said right-of-way and the northerly right-of-way of Harmony Farms Drive (having a 60 foot right-of-way, said point being the POINT OF BEGINNING);

THENCE South 57 degrees 42 minutes 06 seconds East for a distance of 80.87 feet to a point;

THENCE along a curve to the right having a radius of 47.00 feet, an arc length of 42.97 feet, being subtended by a chord bearing of South 31 degrees 30 minutes 37 seconds East for a distance of 41.49 feet to a point;

THENCE along a curve to the right having a radius of 530.00 feet, an arc length of 74.54 feet, being subtended by a chord bearing of South 49 degrees 38 minutes 42 seconds East for a distance of 74.48 feet to a point;

THENCE South 45 degrees 36 minutes 58 seconds East for a distance of 282.83 feet to a point;

THENCE along a curve to the right having a radius of 71.00 feet, an arc length of 161.13 feet, being subtended by a chord bearing of South 45 degrees 36 minutes 18 seconds East for a distance of 128.71 feet to a point;

THENCE South 45 degrees 40 minutes 13 seconds East for a distance of 89.40 feet to a point;

THENCE along a curve to the right having a radius of 442.00 feet, an arc length of 154.74 feet, being subtended by a chord bearing of South 35 degrees 38 minutes 27 seconds East for a distance of 153.95 feet to a point;

THENCE with a reverse curve to the left having a radius of 300.87 feet, an arc length of 122.93 feet, being subtended by a chord bearing of North 53 degrees 32 minutes 29 seconds East for a distance of 122.08 feet to a point;

THENCE North 41 degrees 49 minutes 11 seconds East for a distance of 12.80 feet to a point;

THENCE South 38 degrees 19 minutes 15 seconds East for a distance of 60.90 feet to a point;

THENCE along a curve to the right having a radius of 362.51 feet, an arc length of 153.04 feet, being subtended by a chord bearing of South 53 degrees 34 minutes 56 seconds West for a distance of 151.91 feet to a point;

THENCE along a curve to the right having a radius of 442.00 feet, an arc length of 46.52 feet, being subtended by a chord bearing of South 14 degrees 47 minutes 40 seconds East for a distance of 46.50 feet to a point;

THENCE with a reverse curve to the left having a radius of 382.09 feet, an arc length of 31.17 feet, being subtended by a chord bearing of South 14 degrees 06 minutes 59 seconds East for a distance of 31.16 feet to a point;

AUG 11 2021 PM 12:29

THENCE along a curve to the left having a radius of 381.99 feet, an arc length of 194.79 feet, being subtended by a chord bearing of South 31 degrees 03 minutes 44 seconds East for a distance of 192.69 feet to a point;

THENCE South 45 degrees 40 minutes 13 seconds East for a distance of 88.18 feet to a point;

THENCE North 44 degrees 19 minutes 47 seconds East for a distance of 150.00 feet to a point;

THENCE South 45 degrees 40 minutes 13 seconds East for a distance of 60.00 feet to a point;

THENCE South 44 degrees 19 minutes 47 seconds West for a distance of 150.00 feet to a point;

THENCE South 45 degrees 40 minutes 13 seconds East for a distance of 273.37 feet to a point;

THENCE along a curve to the left having a radius of 232.00 feet, an arc length of 193.76 feet, being subtended by a chord bearing of South 69 degrees 35 minutes 46 seconds East for a distance of 188.18 feet to a point;

THENCE South 83 degrees 11 minutes 08 seconds East for a distance of 140.50 feet to a point;

THENCE along a curve to the right having a radius of 292.00 feet, an arc length of 387.86 feet, being subtended by a chord bearing of North 83 degrees 43 minutes 23 seconds West for a distance of 359.97 feet to a point;

THENCE North 45 degrees 40 minutes 13 seconds West for a distance of 273.37 feet to a point;

THENCE South 44 degrees 19 minutes 47 seconds West for a distance of 89.85 feet to a point;

THENCE North 47 degrees 23 minutes 54 seconds West for a distance of 60.04 feet to a point;

THENCE North 44 degrees 20 minutes 13 seconds East for a distance of 91.66 feet to a point;

THENCE North 45 degrees 40 minutes 13 seconds West for a distance of 88.18 feet to a point;

THENCE along a curve to the right having a radius of 442.00 feet, an arc length of 261.45 feet, being subtended by a chord bearing of North 28 degrees 43 minutes 29 seconds West for a distance of 257.66 feet to a point;

THENCE with a reverse curve to the left having a radius of 381.96 feet, an arc length of 225.96 feet, being subtended by a chord bearing of North 28 degrees 43 minutes 21 seconds West for a distance of 222.68 feet to a point;

THENCE North 45 degrees 40 minutes 13 seconds West for a distance of 89.47 feet to a point;

THENCE along a curve to the right having a radius of 71.00 feet, an arc length of 161.09 feet, being subtended by a chord bearing of North 45 degrees 36 minutes 10 seconds West for a distance of 128.69 feet to a point;

THENCE North 45 degrees 36 minutes 58 seconds West for a distance of 282.83 feet to a point;

THENCE along a curve to the left having a radius of 470.00 feet, an arc length of 64.05 feet, being subtended by a chord bearing of North 49 degrees 31 minutes 13 seconds West for a distance of 64.00 feet to a point;

THENCE with a reverse curve to the right having a radius of 47.00 feet, an arc length of 39.57 feet, being subtended by a chord bearing of North 81 degrees 48 minutes 59 seconds West for a distance of 38.41 feet to a point;

THENCE North 57 degrees 42 minutes 06 seconds West for a distance of 80.87 feet to a point;

THENCE North 32 degrees 17 minutes 54 seconds East for a distance of 94.00 feet to the POINT OF BEGINNING.

Said property contains 3.401 acres and is designated as the 60 foot right-of-way of Harmony Farms Drive.



**File Attachments for Item:**

18. Approval of 2022 BOC Meeting Schedule (staff-CC)

2022 BOC MEETING SCHEDULE

**Possible Conflicts**

DATE	DAY	TIME
January 7, 2022	Friday	9:00 am
January 18, 2022	Tuesday	6:30 pm
<b>February 4, 2022</b>	<b>Friday</b>	<b>9:00 am</b>
<b>February 4</b>	<b>ACCG LLA On-line Session</b>	
February 15, 2022	Tuesday	6:30 pm
<b>March 4, 2022</b>	<b>Friday</b>	<b>9:00 am</b>
<b>March 3-4</b>	<b>ACCG LLA Spring Session</b>	
March 15, 2022	Tuesday	6:30 pm
April 1, 2022	Friday	9:00 am
April 19, 2022	Tuesday	6:30 pm
May 6, 2022	Friday	9:00 am
May 17, 2022	Tuesday	6:30 pm
<b>June 3, 2022</b>	<b>Friday</b>	<b>9:00 am</b>
<b>June 2-3</b>	<b>ACCG LLA Summer Session</b>	
June 21, 2022	Tuesday	6:30 pm
July 1, 2022	Friday	9:00 am
July 19, 2022	Tuesday	6:30 pm
August 5, 2022	Friday	9:00 am
August 16, 2022	Tuesday	6:30 pm
September 2, 2022	Friday	9:00 am
September 20, 2022	Tuesday	6:30 pm
October 7, 2022	Friday	9:00 am
October 18, 2022	Tuesday	6:30 pm
November 4, 2022	Friday	9:00 am
November 15, 2022	Tuesday	6:30 pm
December 2, 2022	Friday	9:00 am
December 20, 2022	Tuesday	6:30 pm