



TOWN COUNCIL MEETING December 21, 2023 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS: *Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

V. APPROVAL OF AGENDA

VI. CONSENT AGENDA: *All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.*

1. Approval of the December 7, 2023 Workshop and Council meeting minutes.

2. Reappointment of Alisha Thompson as the Town of Tyrone's Municipal Court Judge.

3. Consideration to hire Mr. Curtis Carson for the Public Works Specialist position.

VII. PRESENTATIONS

4. Presentation of Service to Amy Godfrey, Solicitor of Tyrone Municipal Court. **April Spradlin, Court Clerk and Alisha Thompson, Judge**

5. Oaths of Council: **Alisha Thompson, Municipal Judge**

Jessica Whelan, Council Post 1, January 1, 2024 - December 31, 2027

Dia Hunter, Council Post 2, January 1, 2024 - December 31, 2027

6. Recognition of Councilwoman Melissa Hill's service to the Town. - **Eric Dial, Mayor**

7. Recognition of Councilwoman Linda Howard's service to the Town. - **Eric Dial, Mayor**

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

X. NEW BUSINESS

8. Appointment of Judge Tonya Shy as Judge Pro-Tem for 2024. **April Spradlin, Court Clerk**
9. Consideration to appoint Isaac Godfrey as Solicitor for Tyrone Municipal Court. **April Spradlin, Court Clerk**
10. Consideration to re-appoint Taylor & Strickland Law Firm as the Indigent Defense Attorneys for Tyrone Municipal Court for the term of January 1, 2024 - December 31, 2024. **April Spradlin, Court Clerk**
11. Consideration to Award professional engineering services for the 2024 East Crestwood Resurfacing and Multi Use Path, Project Number PW-2024-15, to Keck and Wood, Inc. **Scott Langford, Town Engineer / Public Works Director**
12. Consideration of an updated employee pay plan. - **Eric Dial, Mayor**
13. Consideration of an update to the Town's Employee Retirement Plan. - **Brandon Perkins, Town Manager**

- XI. PUBLIC COMMENTS:** *The second public comment period is for any issue. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

XII. STAFF COMMENTS

XIII. COUNCIL COMMENTS

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

**TYRONE TOWN COUNCIL
MEETING - WORKSHOP**

MINUTES

December 07, 2023 at 5:30 PM

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

**Linda Howard, Post 1
Melissa Hill, Post 2
Billy Campbell, Post 3**

Also present:

Sandy Beach, Finance / HR Director

Scott Langford, Town Engineer / Public Works Director

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS: *Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

Council Member Elect-Jessica Whelan who lives on Valleywood Rd. stated that she was excited about the workshop for Shamrock Park improvements. The park was special to her because it was the first place she and her husband visited in 2008. She shared her concerns regarding safety with the new proposed public parking lot located behind the former police station, she would like to hear Chief Mundy’s view regarding that. She also shared concerns regarding the aquatic plant life, would the plants require maintenance and whether there be a visibility issue. That would cause additional work for the public works team. The vegetation may also welcome unwanted vermin. Ms. Whelan was not in favor of the wooden deck in option C. She asked if option A, letter C was a multiuse golf cart connector. Also, would there be any designated golf cart parking? She was in favor of preserving the older trees in the park.

V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

Motion made by Council Member Campbell, Seconded by Council Member Furr.
Voting Yea: Council Member Howard.

VI. CONSENT AGENDA: *All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.*

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

X. NEW BUSINESS

1. Consideration of Shamrock Park Alternatives. **Phillip Trocquet, Community Development | David Argo & Adam Williamson, TSW**

Mr. Trocquet reminded Council that the Town had contracted with TSW to prepare a detailed park re-design for Shamrock Park consistent with the "Envision Tyrone" Downtown Plan and the 2023 SPLOST. The plan originated with the LCI. He added that a steering committee of approximately 10 citizens had been formed providing commentary throughout the process ensuring citizen needs were addressed. He stated that \$2.5 Million of SPLOST funding was dedicated to the Shamrock Park improvements as it was our flagship park. Tonight was to review the design phase, and then to move into construction.

He stated that TSW had developed three design alternatives based on commentary and expressed the needs/desires outlined in previous plans. The elements of each design could be mixed and matched to combine into a final design of greater detail to be utilized for construction implementation. He introduced Mr. Adam Williamson, RLA, AICP, and Mr. David Argo, Associate with TSW. Mr. Trocquet stated that he combined comments and ideas from the citizen Steering Committee, along with staff, and in particular, Recreation and the Library for their input. He shared that tonight, he was looking for Council's input regarding the design, and added that Council could mix and match ideas from each main design (A, B, and C).

Mr. Trocquet listed many items from the Steering Committee regarding the designs. He shared that there was a majority of support for the Library space in option A. They liked the idea of keeping the terraced area flexible and suggested adding a rain cover between recreation and the library. They suggested adding a shade cover for the Tot Lot, including power in the terraced area, and ensuring an ADA ramp was included, and connecting the front of the building to the outdoor area via a new retaining wall. They also suggested creating art from the power box.

Council Member Hill arrived at 5:45 pm.

Mr. Trocquet shared more commentary. He stated that the committee supported Plan A for the main thoroughfare and its granite fines flex area. They suggested adding power to the flex areas, a mural on the bathroom building, and additional art throughout. They wished to keep the interior trails for pedestrians only and to leave some of the flex areas for golf cart parking.

Mr. Trocquet stated that the committee preferred option B for the west parking lot and trail connection. They wanted area "G" to be turf, fencing around the playground, and to have epoxy rubber for the playground material.

He listed many more items, some of which were, the need for tables and chairs in the flex areas, preservation of the field, Christmas Tree Plaza, native plants, the addition of AEDs, outdoor games such as cornhole, and a Town Hall pedestrian crossing with flashing beacon. He shared that within the design were the construction of two additional public parking lots, one behind the former police station, and a temporary lot located at 969 Senoia Rd.

Council Member Furr asked when Council would see the final rendering. Mr. Trocquet shared that currently, the project is in Phase II, after receiving direction from Council, TSW could prepare a final design which would include a site plan and topography. Mr. Perkins asked if staff would meet the March deadline. Mr. Trocquet stated that the deadline should be met.

Council Member Campbell inquired about the stage. Mr. Trocquet stated that it would be open and made from natural materials, similar to the stage at Drake Field in Peachtree City. It was also positioned according to the angle of the sun; it could also be seen from Senoia Road. However, Council could decide the final design. Council Member Campbell asked to see a closer design of the stage. Mr. Perkins displayed the stage at Drake Field. Council Member Furr suggested raising the stage.

Council Member Campbell suggested more lighting and having speed tables at the Town Hall building crossing, the Publix crossing, and the Farr Road multiuse cart path crossing. Mr. Trocquet shared that there could be additional traffic calming elements such as chokers, and small islands. Mr. Perkins shared that the speed limits registered lower on Senoia Road with the speed indicator placement.

Council Member Howard inquired about the trees/bushes depicted in the design along Senoia Road. Mr. Trocquet stated that they were trees, however, there were comments regarding the preservation of the viewshed from the road. The next phase of the design would give a better idea of the landscaping along that area. Council Member Furr stated to be mindful of the power lines.

Mr. Williamson and Mr. Argo introduced themselves. Mr. Williamson shared that he would be the Principal, and Mr. Argo was the Project Manager. TSW was an Atlanta planning, architect, and landscaping firm. He added that they were there to answer any questions Council may have. Mayor Dial asked who would answer questions regarding "mass plantings" as depicted. Mr. Trocquet directed Council to view the entire plan as displayed on the wall, it was more cohesive. He added that during discussions, Council could ask Mr. Williamson and Mr. Argo those types of questions.

At this point of the meeting, Mayor Dial, Council, staff, and attendees viewed the renderings and discussed them.

Mayor Dial asked for Council's input. Council Member Campbell shared that the general concept was good. He added that the food trucks should utilize the east parking lot instead of driving along the new areas and the cart path and to add walkways from parking to the park. He shared his concern regarding the low-lying wet areas around the lake and the location of the new west parking lot. Mr. Trocquet ensured Council that the final design would better address his concerns.

There may also be changes during construction regarding placements and topography. Council Member Campbell added that he would also like to see the stage raised but he did like the open-air look.

Mayor Dial inquired if the east parking lot would be a temporary lot until the parcel was sold. Mr. Trocquet stated that it would be a temporary gravel lot with concrete ADA spaces.

Mayor Dial then shared his concerns with the upper arch of the field near Senoia Road. He did not want the landscaping to consume the field space. Council Member Campbell asked what types of planting would be placed in that space. Mr. Argo (inaudible from audience) stated that it would be more of a no-mow zone, not too intensive, a small buffer area, they were looking for direction from Council. Council Member Campbell asked how many feet would the buffer be. Mr. Argo stated that it would be 30-40 feet. Council Member Hill shared her concerns with the idea of a small field area. A discussion took place regarding a small drop between the field and the cart path. Mr. Trocquet (inaudible) stated that the buffer would be more for aesthetics. Mayor Dial clarified that the entry onto the field would be through the 3-5 entryways over the dips. He added that he did not like the no mow option. Mr. Trocquet shared that the buffer area would add more infiltration for stormwater runoff. Council Member Campbell stated that 30-40 feet was too much. Mr. Trocquet clarified that the idea was to keep as much of the field as possible and to keep the buffer between the path and the field small.

Discussion began regarding the curve of the design in the same area. Mr. Trocquet stated that the curve would benefit the crowd as it pertained to the stage. All agreed that the curve should be pushed back taking up less field space. Mr. Perkins displayed Madras Park in Newnan indicating several path options and entrances onto the field.

Mayor Dial moved the conversation to the space between the Library and the Recreation Center. Mr. Trocquet shared that Ms. Newland preferred Option A as it had tiered seating. Mayor Dial was concerned with the materials used. Mr. Trocquet stated that it would be made from artificial turf and cinder blocks. Council Member Howard asked about the height of the steps. Mr. Williamson stated that it would be 18 inches. He added that granite fines would be added for ADA compliance.

Discussion began regarding the vegetation around the lake and a boat ramp for public works access. Mr. Trocquet clarified that Council wished to keep access to the pond for fishing, no blockage regarding viewing, low maintenance vegetation that would not attract vermin. Council Member Campbell suggested a concrete boat ramp for better access to the pond. Mr. Williamson suggested more of a natural border. Mr. Trocquet shared that signage would be placed throughout the park.

Mayor Dial wished to have more lighting added to the park in addition to what was on the plan. Council Member Hill suggested uplighting the trees.

Council Member Howard inquired about the entrance listed on the plan, are we moving the entrance. Mr. Perkins stated that it was an option to move it to be in line with the former police building.

He also shared that the Town Hall entrance could also be realigned. Mr. Trocquet stated that by adding the parking lots, the entrance would be moved including many options. All agreed that it would be the better option.

Mayor Dial shared his approval for the Christmas Tree Plaza. Mr. Trocquet stated the three different options for the plaza. One with pavers, another with granite fines, and last with a small trail and loop around the tree. Council Member Howard asked if the Christmas Tree Farm could still be used in the options. Mr. Trocquet stated that it would be included. Council Member Hill inquired about the power lines. Mr. Trocquet stated that the design would not impede the lines, however, it would be costly to move them.

Mr. Trocquet stated that the final design would come before Council soon following the next Steering Committee meeting. Currently, the direction Council gave would be to preserve as much of the field as possible, the buffer/walkway area would be minimal, give thought to the plantings around the lake for minimized maintenance, and initiate Option A for the Library area.

Mayor Dial thanked the Steering Committee for their time, he thanked Mr. Williamson and Mr. Argo. He also thanked Mr. Trocquet and staff for working hard. His hopes were that past, present, and future Tyroneians would be proud of the new design.

Council Member Howard inquired about the materials used for the expansion behind the current playground. Mr. Trocquet stated that it would be mulch or a rubberized material.

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XII. STAFF COMMENTS

XIII. COUNCIL COMMENTS

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

A motion was made to adjourn.

Motion made by Council Member Howard.

Voting Yea: Council Member Hill, Council Member Campbell, Council Member Furr.

The meeting adjourned at 6:49 pm.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk

TYRONE TOWN COUNCIL MEETING

MINUTES

December 07, 2023 at 7:00 PM

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

Also present:

Police Lt., Philip Nelson

Sandy Beach, Finance / HR Director

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS: *Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

Motion made by Council Member Campbell, Seconded by Council Member Furr.
Voting Yea: Council Member Howard, Council Member Hill.

VI. CONSENT AGENDA: *All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.*

1. Approval of the November 16, 2023 meeting minutes.
2. Approval of the 2024 Holiday Schedule for office closures.
3. Approval of the re-appointment of McNally, Fox, Grant, and Davenport, P.C. as the Town Legal Counsel.
4. Approval of Fayette County News as the Town's Legal Organ.

A motion was made to approve the consent agenda.

Motion made by Council Member Furr, Seconded by Council Member Hill.
Voting Yea: Council Member Howard, Council Member Campbell.

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

- 5. Approval of a Resolution adopting the local amendment to the Plumbing Code. Dennis Davenport, Attorney

Mr. Davenport shared that he presented a findings resolution in October. The Metropolitan North Georgia Water Planning District asked metro communities to issue the resolution if they agreed with the proposed revisions to the plumbing code as it pertained to water preservation. The revisions included low-flow sensors, for homes and landscaping irrigation. He stated that Tyrone adopted the resolution, and it was sent to DCA and DCA then responded. It was now up to Tyrone to adopt a resolution implementing those changes to the plumbing code. Once adopted, it would serve as an amendment to the plumbing code for Tyrone. He added that builders would then need to look at Tyrone’s amendment to the plumbing code and follow our provisions.

A motion was made to adopt the revision of the Tyrone Plumbing Code.

Motion made by Council Member Campbell, Seconded by Council Member Hill.
Voting Yea: Council Member Howard, Council Member Furr.

X. NEW BUSINESS

- 6. Consideration to appoint Mr. Terry Noble to Post 5 of the Town of Tyrone Planning Commission. Mayor, Eric Dial

Mr. Trocquet stated that Mr. Terry Noble had applied for Post 5 of the Planning Commission. Mr. Carl Schouw had stepped down and the post was vacant.

A motion was made to approve the appointment of Terry Noble to Planning Commission Post 5.

Mayor Dial then administered Mr. Nobel's oath.

Motion made by Council Member Campbell, Seconded by Council Member Furr.
Voting Yea: Council Member Howard, Council Member Hill.

7. Consideration to approve the FY 2022/2023 Budget Amendment. Sandy Beach, Finance / HR Manager

Ms. Beach stated that the 2022/2023 fiscal year was the first time the SBITAs (Subscription Based Information Technology Arrangements) were required to be reported on financial statements. Due to the GASB 96 change in reporting, the Finance Department needed to amend the original budget because of the nature of the subscription software that was used, including payroll, accounting, and budgeting/transparency software. She reminded Council of the Town’s new finance software system, ClearGov. According to the lease agreement, the Town had to utilize the system for at least three years. She stated that three years of expenses needed to be recognized at one time. She stated that the overall budget was not changing, the funding was a reclassification where the extra expenses reported were reclassified from the contingency line item that was budgeted in Administration.

A motion was made to move \$50,000 of contingency funds to the Finance Software SBITA line item for the FY 2022/2023 budget.

Motion made by Council Member Campbell, Seconded by Council Member Howard. Voting Yea: Council Member Hill, Council Member Furr.

8. Consideration to approve a 2023 Senoia Road Streetscape & Mobility Schematic contract with TSW in an amount not to exceed \$200,000. **Phillip Trocquet, Community Development**

Mr. Trocquet shared that the Town received an LCI master plan grant in 2021 for our downtown area. The grant served a twofold purpose of setting a consistent direction and purpose for the Town Center District (Downtown) as well as enabling the Town to pursue further LCI and State grant monies for downtown. He added that the latest LCI application was aimed at honing a streetscape plan for Senoia Road and other minor streets downtown. The 2023 grant was for \$160,000 (matching 80%). The plan would be a cohesive project as we were currently working with TSW. He added that the matching 80% would come from the Atlanta Regional Commission and recommended approval.

Council Member Campbell asked what line the \$40,000 would come from. Mr. Trocquet stated that it would come from the Planning and Zoning Technical Services line. He added that the project would include a complete survey of the downtown area including utilities, and pre-engineer work. He stated that approximately two million dollars of SPLOST funding was dedicated to the streetscape. The project would be a good first step. Council Member Howard inquired about the timeline. Mr. Trocquet stated that it would take approximately 10-12 months including citizen input. He added that the grant approval also opened the Town up for future Transportation Improvement Project (TIP) grant funding.

A motion was made to approve the 2023 Town Center Streetscape & Mobility Study contract with TSW in an amount not to exceed \$200,000.

Motion made by Council Member Hill, Seconded by Council Member Campbell.
Voting Yea: Council Member Howard, Council Member Furr.

- 9. Consideration to approve a Downtown Signage Design contract with TSW in an amount not to exceed \$25,500. **Phillip Trocquet, Community Development.**

Mr. Trocquet explained that in conjunction with the Shamrock Park improvements and the LCI study, improved signage for all town facilities as well as gateway and wayfinding signage for the downtown area was listed in the 2023 SPLOST. He explained that wayfinding signage would direct travelers to destinations and gateway signage was along Highway 74 on the north and south ends. He shared that the total number of signs would be approximately twenty signs. He shared that TSW was the low bidder of the project.

Council Member Campbell asked if the sign replacement would include Town buildings and parks. Mr. Trocquet stated that it would include all buildings and parks.

A motion was made to approve the contract with TSW for downtown signage design in an amount not to exceed \$25,500.

Motion made by Council Member Campbell, Seconded by Council Member Hill.
Voting Yea: Council Member Howard, Council Member Furr.

- 10. Consideration to approve a contract amendment with SAFEbuilt for Permit Technician and Code Enforcement Services. **Phillip Trocquet, Community Development**

Mr. Trocquet began with the Permit Technician component of the contract. Mr. Trocquet informed Council that the Town had faced a prolonged vacancy in the Permit and Compliance Specialist role causing a noticeable decline in the level of service and effectiveness of permit management, building department operations, and code enforcement. Additionally, attracting and hiring qualified individuals for the multi-faceted position has proven to be a significant challenge. Municipalities either have a code enforcement officer or a permit technician.

He explained that currently, Safebuilt provided our plan reviews for the building projects in town. Safebuilt currently receives 60% of building official-associated fees and 100% of Plan Review fees. This was on an as-needed basis and funding for the building department came from permit fees. The proposed operations were to expand Safebuilt's role to include permit tech services. He added that after a review by Safebuilt, the additional services would increase their percentage of building official-associated fees to 100%.

He shared a chart as an example of standard fees and what Safebuilt and the Town's shares would be. For a residential home, the standard fee was \$2,000, Safebuilt currently receives \$1,200 (60%). With the proposed percentage, Safebuilt would receive \$2,000 (100%). For other fees the Town would gain 100%.

He reiterated that the impact would not be through the General Fund as a cost born by the taxpayers but by contractors and developers. He added that because of that, SAFEbuilt's additional 40% capture of fees was completely self-sufficient and did not affect the Town's bottom line year to year. That made moving to that model for permit technician services much more efficient for the Town.

He added that the Town would continue to net collections on other non-SAFEbuilt related permit fees each year but at a reduced rate. The permit tech position would be completely funded by building permit fees. He recommended moving forward with the building permit component.

Council Member Howard inquired about the fee chart. Mr. Trocquet gave examples of the base residential fee, residential plan review fee, and T-Pole inspection fee. Safebuilt would gain 100% of those fees. He then explained that the Town would keep the Tyrone Administrative fee, the Land Disturbance fee, and the Certificate of Occupancy fee.

Mayor Dial asked if the fees would also be applied to commercial permits. Mr. Trocquet stated yes, it would include all building and planning-type permits. Mayor Dial then inquired about the date of the contract and the 90-day clause. Mr. Trocquet stated that it was an ongoing contract that the Town could exit at any time without penalty as long as we notified Safebuilt within 90 days.

Mr. Trocquet then moved to the Code Enforcement element. He stated that the contract amendment offered SAFEbuilt to handle all code enforcement activities in Town at a rate of \$60/hour for a minimum of 16 hours/week. The minimum annual cost implication was roughly \$50,000. He compared that of an employee. The budget for a position (Salary, Benefits, Retirement, Training, etc. would be \$65,000. That would be a \$15,000 savings that could be flexed for more or less code enforcement services as needed. He then shared that the additional level of service would increase to a continuous and consistent level. He added that currently, staff could not maintain the code enforcement complaints. It would allow the Town to be more proactive and not reactive to complaints. It would also more than double code enforcement hours on the street from what employees were previously able to dedicate. He added that Safebuilt was familiar with the system leaving little onboarding There would be no interruptions due to sick days or employee turnover.

He then shared the financial benefits. There would be an increase in fine revenues to offset some costs. He added that the reasoning behind code enforcement was not to gain funding from fees. There would be savings through discontinuing the Fayette County IGA of approximately \$3,000/yr, and there would be a reduction in equipment costs

associated with computers, vehicle maintenance, and gas, and HR-related expenses. He recommended approval.

Council Member Campbell asked how many staff members would be dedicated to code enforcement. Mr. Trocquet stated that there would be one, and if that staff member was sick or out, another member would be available to fill in when needed. Council Member Campbell asked if the Town would save money going through Safebuilt for these services. Mr. Trocquet stated that there would be an annual savings of at least \$15,000.

A motion was made to approve the contract with Safebuilt to add Permit Technician and Code Enforcement services.

Motion made by Council Member Campbell, Seconded by Council Member Furr.
Voting Yea: Council Member Howard, Council Member Hill

XI. PUBLIC COMMENTS: *The second public comment period is for any issue. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

Newly Elected Planning Commissioner, Terry Noble thanked Council for their vote and the opportunity to bring value to the community through his position. He and his wife moved here when their son was six years old in 2005.

XII. STAFF COMMENTS

Mr. Perkins received approval from Council to combine staff's weekly emails which informed Council of Town projects and happenings, into the bi-weekly staff reports during Town Council meetings.

Mr. Perkins stated that the Rockwood/Senoia/Crabapple Lane 4-way stop was coming along well. There have been unmarked police overseeing the intersection.

XIII. COUNCIL COMMENTS

Council Member Howard announced that the Friends of the Tyrone Library were hosting Santa and Mrs. Clause on Sunday from 2:00 p.m. to 4:00 p.m., there would also be food and crafts.

Council Member Campbell gave a shout-out to Ms. Owens and Ms. McClenney for their outstanding efforts during the Christmas Tree Lighting celebration. Despite the weather, the DDA gave out more than 500 cookies.

Council Member Furr welcomed Mr. Noble to the Planning Commission.

Mayor Dial asked Mr. Tracy Young with the Fayette County Development Authority to come up and share some good news. Mr. Young announced that the United States Soccer Federation had chosen Fayette County as the site of the national training center. He added that over a ten-year period, there would be 440 jobs filled with a \$100,000 salary.

There would be approximately 15 outdoor fields and 2-3 indoor fields. This was a big win for the County.

Mr. Davenport thanked Council for allowing his firm to serve the Town for another year. His firm had been the Town's legal counsel since 2008, and he looked forward to another year.

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

A motion was made to adjourn.

Motion made by Council Member Furr.

Voting Yea: Council Member Howard, Council Member Hill, Council Member Campbell.

The meeting adjourned at 7:47 p.m.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk



COUNCIL AGENDA ITEM COVER SHEET
Meeting Type: Council - Regular
Meeting Date: December 21, 2023
Agenda Item Type: Consent Agenda
Staff Contact: April Spradlin

STAFF REPORT

AGENDA ITEM:

Re-Appointment of Alisha Thompson as Judge for Tyrone Municipal Court

BACKGROUND:

Judge Alisha Thompson has served as the Municipal Court Judge for the last 5 years. Judge Thompson presides over bench trials, traffic cases, city ordinance violations, and misdemeanor cases for the Town of Tyrone. Her job performance and knowledge has been an asset to Tyrone Municipal Court.

FUNDING:

20-52-1203

STAFF RECOMMENDATION:

The town requires annual re-appointment for this position.

ATTACHMENTS:

Click or tap here to enter text.

PREVIOUS DISCUSSIONS:

Re-appointment of Judge Alisha Thompson as Judge for Tyrone Municipal Court



COUNCIL ITEM AGENDA REQUEST FORM

Department: Public Works

Meeting Date: 12/21/2023

Staff Contact: Scott Langford

Agenda Section: Consent Agenda

Staff Report:

Item Description:

Consideration to hire Mr. Curtis Carson for the Public Works Specialist position.

Background/History:

As part of the FY 23/24 Public Works budget that the Council approved in June 2023, a position was approved for a Public Works Specialist.

Findings/Current Activity:

After several months of advertising and interviewing people for the position, the Public Works Director is requesting to hire Mr. Curtis Carson as the Public Works Specialist.

Is this a budgeted item? Yes **Budget number:** PW personnel budget numbers

Actions/Options/Recommendations:

Staff is requesting Council to approve the hire of Mr. Curtis Carson for the Public Works Specialist position.



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: December 21, 2023

Agenda Item Type: Presentation

Staff Contact: April Spradlin

STAFF REPORT

AGENDA ITEM:

Presentation of Servive to Amy Godfrey, Tyrone Municipal Court Solicitor

BACKGROUND:

Amy Godfrey has served as Solicitor for the Tyrone Municpal Court for the past 5 years. On behalf of the Town of Tyrone and the Tyrone Municipal Court we would like to show our appreciation to Amy Godfrey on her 5 years of dedication and service with the Tyrone Municipal Court. We would like to also congratulate Amy on recently being named as the Ineterim Solicitor General of Coweta County Solicitors Office. Amy is a hard and dedicated worker who without a doubt will succeed as she applies her passion in continuting her career as a prosecutor.

FUNDING:

N/A

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

N/A

PREVIOUS DISCUSSIONS:

N/A

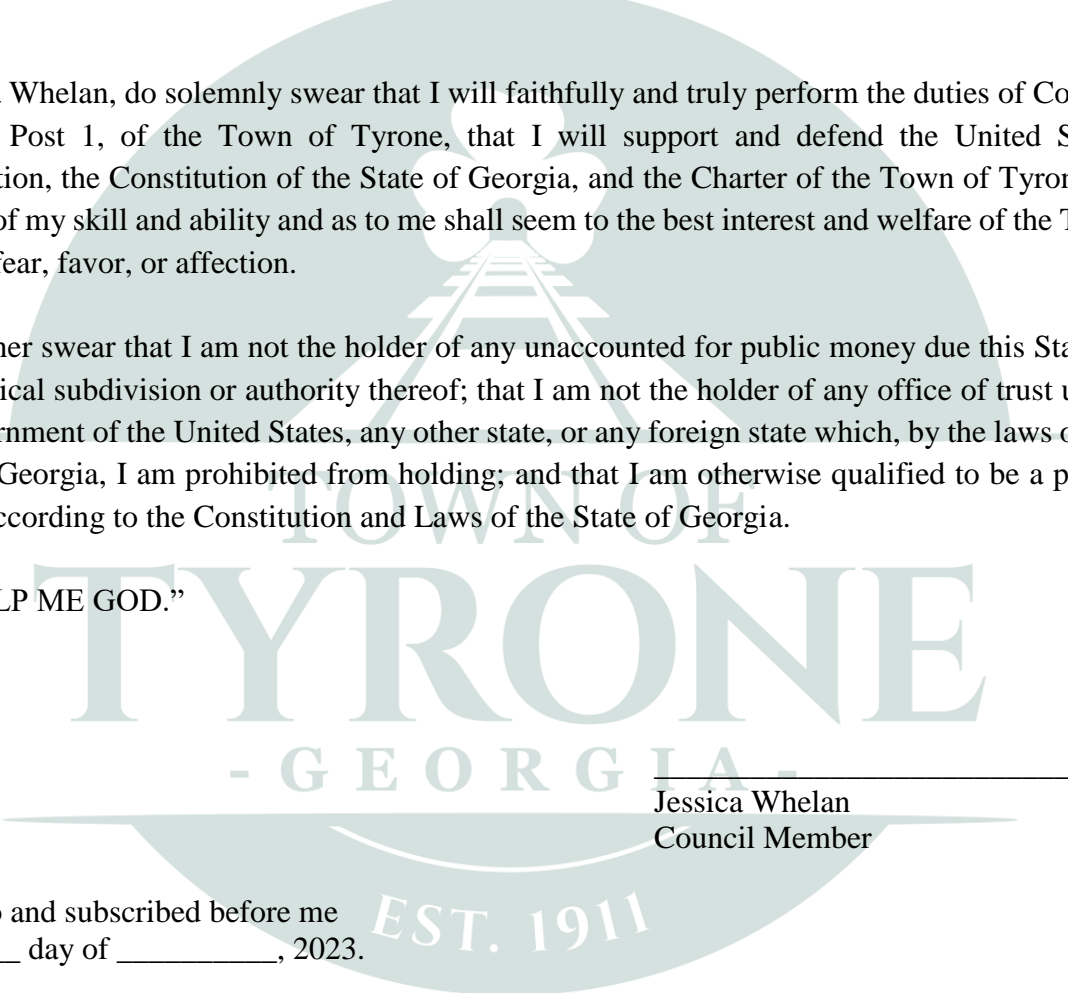
TOWN OF TYRONE
FAYETTE COUNTY, GEORGIA

OATH OF OFFICE

I, Jessica Whelan, do solemnly swear that I will faithfully and truly perform the duties of Council Member Post 1, of the Town of Tyrone, that I will support and defend the United States Constitution, the Constitution of the State of Georgia, and the Charter of the Town of Tyrone, to the best of my skill and ability and as to me shall seem to the best interest and welfare of the Town without fear, favor, or affection.

I do further swear that I am not the holder of any unaccounted for public money due this State or any political subdivision or authority thereof; that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding; and that I am otherwise qualified to be a public officer according to the Constitution and Laws of the State of Georgia.

“SO HELP ME GOD.”



Jessica Whelan
Council Member

Sworn to and subscribed before me
this ____ day of _____, 2023.

Alisha Thompson
Municipal Judge

Attest: Dee Baker
Town Clerk

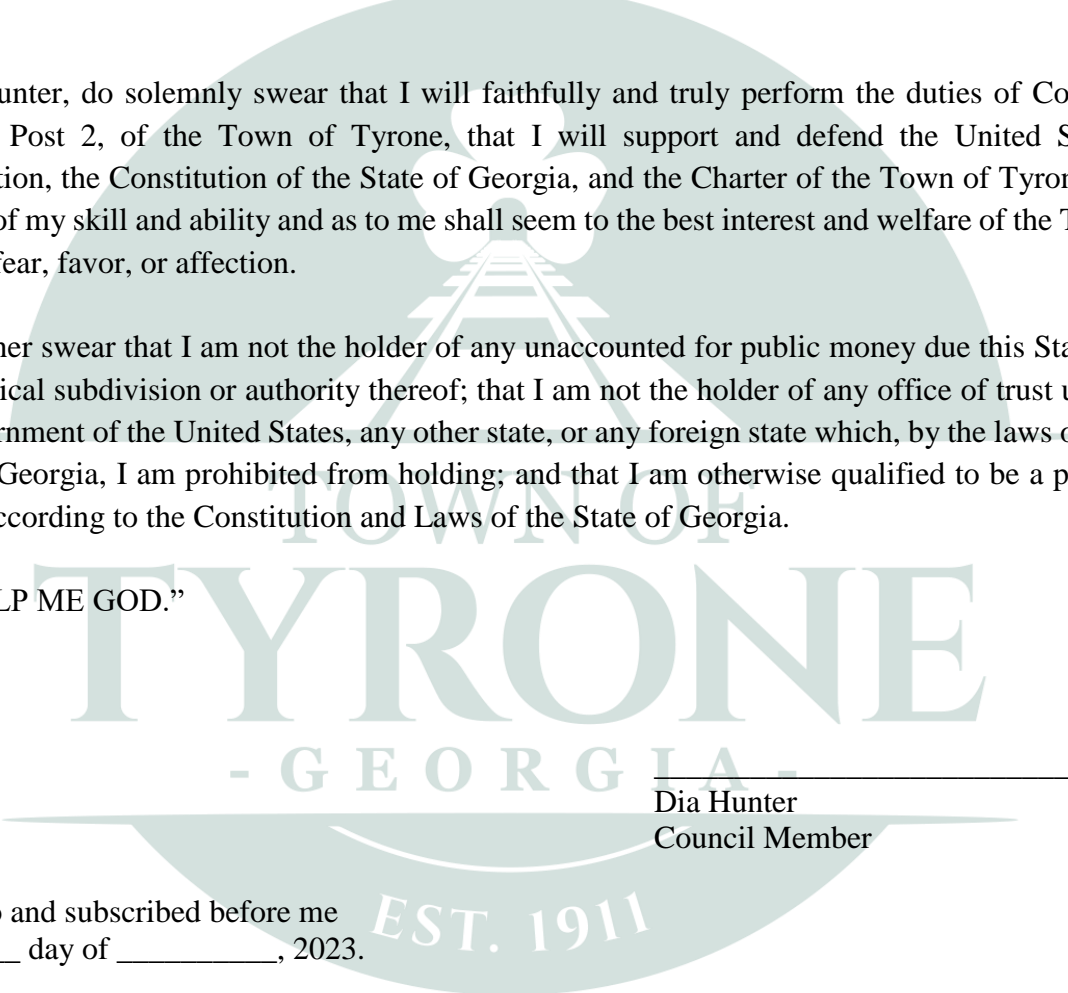
TOWN OF TYRONE
FAYETTE COUNTY, GEORGIA

OATH OF OFFICE

I, Dia Hunter, do solemnly swear that I will faithfully and truly perform the duties of Council Member Post 2, of the Town of Tyrone, that I will support and defend the United States Constitution, the Constitution of the State of Georgia, and the Charter of the Town of Tyrone, to the best of my skill and ability and as to me shall seem to the best interest and welfare of the Town without fear, favor, or affection.

I do further swear that I am not the holder of any unaccounted for public money due this State or any political subdivision or authority thereof; that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding; and that I am otherwise qualified to be a public officer according to the Constitution and Laws of the State of Georgia.

“SO HELP ME GOD.”



Dia Hunter
Council Member

Sworn to and subscribed before me
this ____ day of _____, 2023.

Alisha Thompson
Municipal Judge

Attest: Dee Baker
Town Clerk



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: December 21, 2023

Agenda Item Type: New Business

Staff Contact: April Spradlin

STAFF REPORT

AGENDA ITEM:

Appoint Judge Tonya Shy in the event Judge Thompson is unavailable or when a Judge Pro-Tem is needed.

BACKGROUND:

Judge Shy has dedicated her legal career to serving the public with integrity and character. Throughout her twenty-two year career, she has practiced in various areas of law, including as a prosecutor and defense attorney, serving as a Senior Assistant Solicitor in the City of Atlanta for five years, an Assistant District Attorney for 5 years, and a criminal defense attorney for approximately 4 years. She is currently practicing as a civil litigator. In addition to the practice of law, for the past 3 years, she has served as a part-time judge in the following municipalities: Pro Tem Municipal Court Judge in Fayetteville Municipal Court, Associate Judge in Dunwoody Municipal Court and Associate Judge in Jonesboro Municipal Court.

She is very knowledgeable of the laws and criminal procedures of the State of Georgia, including, but not limited to: felonies, misdemeanors, traffic offenses, city ordinances and code violations. During the time she has served as a Judge, she has rendered decisions that are sound, fair and impartial and believes strongly in the integrity of the judicial system. She is attentive and respectful to all that enter the courtroom and strive daily to hear courteously, to answer wisely, to consider soberly, and to decide impartially.

FUNDING:

20-52-1202

STAFF RECOMMENDATION:

Appoint Judge Tonya Shy as Judge Pro-Tem for Tyrone Municipla Court

ATTACHMENTS:

Oath of Office

PREVIOUS DISCUSSIONS:

Click or tap here to enter text.



Tyrone Municipal Court

OATH OF JUDGE OF TYRONE MUNICIPAL COURT

STATE OF GEORGIA
Fayette County

I Tonya Shy do solemnly swear or affirm that I will administer justice without respect of persons, and do equal rights to the poor and the rich, and that I will faithfully and impartially discharge and perform all the duties incumbent upon me as Judge Pro Tem of the Municipal Court of The Town of Tyrone, Georgia according to the best of my ability and understanding and agreeably to the laws and Constitution of this state, the laws and Constitution of the United States, and the ordinances and Charter of the Town of Tyrone.

I do further swear or affirm that I am not the holder of any unaccounted for public money due this State or any political subdivision or authority thereof; that I am not the holder of any office or trust under the government of the United States, any other state, or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding; and that I am otherwise qualified to be a public officer according to the Constitution and Laws of the State of Georgia.

SO HELP ME GOD.

Judge

Print Name: _____

Sworn to and subscribed before me,
An officer authorized to administer
Oaths, this ____ day of December
2023

Alisha Thompson, Attorney

Alisha B. Thompson
Judge

950 Senoia Road, Suite B
Phone: (770) 487-4732

Tyrone, GA 30290
Fax: (770) 487-1495

April Spradlin
Court Clerk



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: December 21, 2023

Agenda Item Type: Presentation

Staff Contact: April Spradlin

STAFF REPORT

AGENDA ITEM:

Appointment of Isaac Godfrey as Solicitor for Tyrone Municipal Court

BACKGROUND:

Isaac earned his juris doctor from Georgia State University College of Law. He has practiced criminal law, bankruptcy, and personal injury. For the last two years, he has filled in as the prosecutor for the Town of Tyrone on a regular basis. He also fills in for the prosecutor for the City of Newnan and City of Senoia as needed.

Prior to graduating law school, Isaac worked as a police officer and deputy sheriff in metro Atlanta for nearly a decade. During that time, he became knowledgeable about Georgia traffic law. He has investigated hundreds of DUIs and is certified in the Standardized Field Sobriety Tests.

Isaac is a veteran of the United States Army where he served in the field artillery and military intelligence. He deployed to Bosnia and Herzegovina as a member of SFOR-6 and served during Operation Enduring Freedom.

FUNDING:

20-52-1202

STAFF RECOMMENDATION:

The town requires annual appointment for this position.

ATTACHMENTS:

Click or tap here to enter text.

PREVIOUS DISCUSSIONS:



Tyrone Municipal Court

STATE OF GEORGIA
Fayette County

Solicitor Oath of Office

I Isaac Godfrey do solemnly swear or affirm that I will faithfully and truly perform the duties of Solicitor of this Town, that I will support and defend the United States Constitution, the Constitution of the State of Georgia, and the Charter of the Town of Tyrone, to the best of my skill and ability and as to me shall, seem to the best interest and welfare of the Town without fear, favor, or affection.

I do further swear and affirm that I am not the holder of any unaccounted for public for public money due this State or any political subdivision or authority thereof; that I am not the holder of any office or trust, under the government of the United States, and other state, or foreign state which, by the laws of the State of Georgia, I am prohibited from holding; and that I am otherwise qualified to be a public officer according to the Constitution and Laws of the State of Georgia.

“SO HELP ME GOD”

Isaac Godfrey

Sworn to and subscribed before me, an officer
authorized to administer oaths this ____ day
of _____, 2023.

Honorable Alisha B. Thompson
Judge, Tyrone Municipal Court

Alisha B. Thompson
Judge

950 Senoia Road, Suite B
Phone: (770) 487-4732

Tyrone, GA 30290
Fax: (770) 487-1495

April Spradlin
Court Clerk



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: December 21, 2023

Agenda Item Type: Presentation

Staff Contact: April Spradlin

STAFF REPORT

AGENDA ITEM:

Re-Appointment of Taylor & Strickland Law Firm as the Indigent Defense Attorney's for Tyrone Municipal Court for from January 1, 2024 – December 31, 2024

BACKGROUND:

Taylor & Strickland is a law firm servicing Coweta and it’s surrounding areas. It was started by former Carroll County Assistant District Attorney David Taylor. Attorney Jim Strickland joined the firm in 2014. Both attorney’s have had a strong focus on criminal law during their entire careers. In addition to David’s time with the District Attorney’s Office, the firm handled felony conflict cases for the Coweta Judicial Circuit for over five years, consisting of over five hundred cases. In addition to private criminal defense cases, David Taylor is currently the Judge in Franklin and Ephesus Municipal Courts and Jim Strickland is the Public Defender for Newnan Municipal Court. The Taylor & Strickland Law Firm looks forward to continuing to assist people with the criminal defense needs.

FUNDING:

20-52-1207

STAFF RECOMMENDATION:

The town requires review of this contract and signature of such by the Mayor or designated agent. This contract renewal has no changes in service, however there is a \$45.00 increase per case.

ATTACHMENTS:

Contract Agreement

PREVIOUS DISCUSSIONS:

Adopted the Public Defender Agreement for Taylor and Strickland for January 1, 2023 through December 31, 2023.

Agreement-Public Defender

Town of Tyrone, Georgia

INTRODUCTION

This Agreement, made and entered into this 1st day of January, 2024, by and between the Town of Tyrone, Georgia, a municipal corporation (hereinafter called the Town”) and Taylor & Strickland Law Firm, (hereinafter called the “Public Defender” or “Taylor & Strickland Law Firm”) (collectively, the “Parties”), both of whom agree as follows:

WITNESSETH:

WHEREAS, the Town desires to appoint Taylor & Strickland Law Firm to serve, and the Town desires to engage the services of Taylor & Strickland Law Firm, as Public Defender of the Town of Tyrone; and

WHEREAS, Taylor & Strickland Law Firm agreed to accept appointment as Public Defender of the Town, subject to the terms, conditions and provisions of this Agreement;

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

Section 1. Duties.

The City hereby agrees to engage and appoint Taylor & Strickland Law Firm as Public Defender of the Town. Taylor & Strickland Law Firm accepts such appointment and agrees to perform the functions and duties required of the position, and to perform such other legally

permissible and proper duties and functions as necessary to the position, including but not limited to defending cases before the Municipal Court of the Town of Tyrone, as well as accepting all necessary telephone calls and handling all necessary correspondence pertaining to his duties and functions (the “Public Defender’s Duties”). Further, the Public Defender shall comply with (collectively “Applicable Laws and Authorities”); state and federal law, the Town’s Charter and all Town policies, rules, regulations and ordinances as they exist or may hereinafter be adopted or amended.

Section 2. Hours of Work.

The Defender agrees to devote such time as is necessary for the full and proper performance of the Public Defender’s Duties and that the compensation herein provided includes compensation for such services.

Section 3. Manner of Performance.

The Public Defender will determine the method, details and means of performing the Public Defender’s Duties. Town shall not control the manner, nor determine the method of accomplishing the Public Defender’s Duties. Public Defender will be responsible for supplying all equipment and instrumentalities required to perform the duties under this Agreement.

Section 4. Termination Events.

This Agreement shall terminate without cause upon thirty (30) days written notice by either party. Public Defender agrees and understands that he serves at the will of the Tyrone Town Council.

Section 5. Compensation.

The Town agrees to pay the Public Defender a fee of \$410.00 per assigned case for the performance of the Public Defender's Duties. The public Defender acknowledges that he is an independent contractor and shall be responsible for payment of any and all taxes on the compensation paid to him hereunder, and agrees to indemnify and hold harmless the Town therefore. As an independent contractor, the Public Defender is not entitled to any fringe benefits that are generally available to Employees of the Town.

Section 6. General Provisions.

A. The text of this written Agreement and any amendments approved by the Town Council and executed by the Mayor and the Public Defender constitute the entire understanding between the parties with respect to the appointment of Taylor & Strickland Law Firm as the Public Defender of the Town of Tyrone.

B. This Agreement shall become effective upon execution.

C. This Agreement shall be governed by laws of the State of Georgia.

Section 7: Severability.

If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

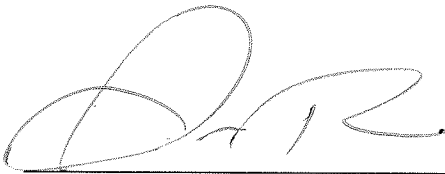
Section 8: Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Services, first class, certified or registered mail, postage prepaid, address as follows:

**Tyrone Municipal Court
950 Senoia Road, Suite B
Tyrone, Georgia 30290**

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice or may be hand-delivered to the recipient. Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposit of such written in the course of transmission in the United States postal Service.

IN WITNESS WHEREOF, the Town of Tyrone has caused this Agreement to be signed and executed on its behalf by its Mayor, and Public Defender has signed and executed this Agreement on the date first above written.



Clerk of Court

Public Defender

Witness

Eric Dial, Mayor
Town of Tyrone, Georgia



COUNCIL ITEM AGENDA REQUEST FORM

Department: Public Works

Meeting Date: 12/21/2023

Staff Contact: Scott Langford

Agenda Section: New Business

Staff Report:

Item Description:

Consideration to Award professional engineering services for the 2024 East Crestwood Resurfacing and Multi Use Path, Project Number PW-2024-15, to Keck and Wood, Inc.

Background/History:

This project is to design the 2023 SPLOST project East Crestwood multi-use path (MUP) in conjunction with General Funds to resurface East Crestwood and Huntingdon Court. Design for East Crestwood will be full depth reclamation (FDR), the MUP, replacing 4 culverts, and associated landscaping for the MUP. The design for Huntingdon will be either FDR or mill, patch, and inlay. The Huntingdon design will also include replacement or flushing of one stormwater culvert.

Findings/Current Activity:

Keck and Wood provide survey and design as lump sum fee. In addition, Keck and Wood will provide bid assistance and construction admin services to the Town on an hourly basis. Attached is the Keck and Wood proposal. The total fee for this scope of work is not to exceed \$133,600.

Is this a budgeted item? Yes **Budget number:** 100-40-54.2205 & 322-49-54.1406

Actions/Options/Recommendations:

Staff is requesting Council to Authorize the Mayor to execute the professional service contract with Keck and Wood, Inc. at a fee not exceed \$133,600.00 for the 2024 East Crestwood Resurfacing and Multi Use Path, Project Number PW-2024-15.



December 8, 2023

Mr. Scott Langford, PE
Public Works Director / Town Engineer
Town of Tyrone
950 Senoia Road
Tyrone, GA 30290
Sent Via Email: slangford@tyrone.org

Re: Proposal for Professional Services
East Crestwood Road/Huntingdon Court Improvements

Dear Mr. Langford:

Keck & Wood (“KW”) is pleased to submit this proposal for the Professional Services (Surveying, Engineering Design, Bidding & Construction Administration) of the East Crestwood Road/Huntingdon Court Improvements project in the Town of Tyrone, Georgia (“Town”).

The proposed improvements include a 12 foot wide multi-use path along the north side of East Crestwood Roadway, starting at Joel Cowan Parkway, and continuing to the west to NE Crestwood Road/railroad tracks. The path would then continue on the west side of the railroad tracks to Senoia Road, with a mid-block crossing of Senoia Road to connect the path to the existing path on the west side of Senoia Road, near E Crestwood Road. The project also proposed to reconstruct the East Crestwood Road with full depth reclamation using soil cement, along with mill and inlay of Huntingdon Court.

KW intends to provide the Town with professional engineering design services for the implementation of this project. Our scope of services will include survey, engineering design, bidding assistance, and construction administration services. The following is a detailed scope of our proposed services:

A. SURVEYING - KW and/or its subconsultants will prepare a field run topographic survey of the project area (estimated to be 9 +/- acres in total). This survey will include all planimetric features as well as property boundaries. This scope of work does not include underground utilities. Utilities will be shown based on above ground evidence.

B. ENGINEERING DESIGN - Following are tasks associated with this phase of project development:

- Develop construction plans, including:
 - Cover Sheet
 - Index
 - Typical Section
 - Roadway Plans
 - Signing and Marking Plans
 - Cut/fill limits
 - Drainage Plans and Profiles
 - Construction Details
 - Erosion Control Plans
 - Right-of-way plans and associated legal descriptions
- Utility Coordination
- Preparation of the full depth reclamation pavement design for East Crestwood Road

- Preparation of a construction cost estimate
- Preparation of a Bid Document Package, including construction plans and a bidding manual

C. BIDDING ASSISTANCE (hourly not to exceed) - Keck & Wood will perform the following requested bidding assistance services on an hourly not to exceed basis. Following are tasks associated with this phase of project development:

- Respond to questions from bidders
- Prepare addenda as needed

D. CONSTRUCTION ADMINISTRATION (hourly not to exceed) – Keck & Wood will perform the following requested construction administration services on an hourly not to exceed basis. A six (6) month construction schedule is anticipated, and is used to develop the anticipated ‘not to exceed’ fees. Should the schedule extend beyond six (6) months, the ‘not to exceed’ amount may need to be adjusted:

- Coordination of the pre-construction meeting
- Review and approve contractor’s pay applications
- Respond to construction RFIs
- Site visits
- Periodically review contractor’s operations and prepare any change orders as needed
- Coordinate and conduct final inspection and prepare final punch item list
- Process project close out documents

Fee Schedule

Compensation for work performed shall be billed on a **lump sum** and **hourly not to exceed** basis. Once per month during the existence of this contract, KW shall submit to the Town an invoice for payment based on the actual work performed for the Project through the invoice period. All advertising, permitting and application fees are the responsibility of the Town.

| | |
|--|-------------------|
| A. Surveying | \$ 19,000 |
| B. <u>Engineering Design</u> | <u>\$ 85,000</u> |
| Total Lump Sum Fees | \$ 104,000 |
| C. Bidding Assistance | \$ 2,000 |
| D. <u>Construction Administration</u> | <u>\$ 27,600</u> |
| Total Hourly Not to Exceed Fees | \$ 29,600 |

If you have any questions or would like additional information, don’t hesitate to contact me at 678-417-4017. We appreciate the opportunity to work with the Town of Tyrone on this project.

Sincerely,

KECK & WOOD, INC.


Robert Renwick, P.E.
Vice President

ACCEPTED by the TOWN OF TYRONE

This _____ day of _____, 2023.

By: _____

Title: _____

Attachments: Terms and Conditions

TERMS AND CONDITIONS OF SERVICE

EFFECTIVE DATE: This Agreement, by and between Keck & Wood, Inc., hereinafter referred to as the Consultant, and the Client identified on the attached proposal, is binding and effective upon acceptance by a currently authorized corporate officer of the Consultant.

SCOPE OF SERVICES: Whereas the Consultant has proposed to perform, and the Client desires to have the Consultant perform, the scope of services described on the attached proposal

AGREEMENT: Now, therefore, in consideration of the premises and the covenants and undertakings hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PERFORMANCE:** Unless more specifically established on the face side(s) hereof or attachments hereto, the Consultant a) agrees to perform his services in conformity with generally accepted professional practices for the intended project or purpose, and makes no warranty either expressed or implied; b) agrees to correct any defective survey or engineering service performed by the Consultant when brought to its attention in writing; and c) will endeavor to complete its services on a time schedule consistent with needs of the Client.

2. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, plats, estimates, field notes, specifications and other data are and shall remain the property of the Consultant. Copies of finished documents furnished to the Client are instruments of service for the specific project or initial purpose indicated, and are not intended to be reused for extensions of the project or for additional purposes without written authorization by the Consultant. Reuse of any of the instruments of service of the Consultant by the Client on any extension of the project or for additional purposes shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses including attorney's fees arising out of any unauthorized reuse of the Consultant's instruments of service by the Client or by others acting through the Client.

3. **ESTIMATES OF CONSTRUCTION COST:** Since the Consultant has no control over construction costs or of the methods by which construction contractors determine prices, or over market conditions, any opinion of the Consultant regarding construction cost are to be made on the basis of his best judgment, but Consultant cannot and does not guarantee that actual construction costs will not vary from estimates provided by the Consultant.

4. **FORCE MAJEURE:** Consultant shall not be liable for failures to perform any obligation under this Agreement where such failure arises from causes beyond Consultant's exclusive control, including (but not limited to) such causes as war; civil commotion; force majeure; acts of a public enemy; sabotage; vandalism; accident; statute; ordinances; embargoes; government regulations; priorities or allocations; interruption or delay in transportation; inadequacy, shortage or failure of supply of materials, equipment, fuel or electrical power; labor controversies (whether at Consultant's office or elsewhere); shut-downs for repairs; natural phenomena; whether such cause exists on the effective day hereof, or arises thereafter, or from compliance with any order or request of the United States Government or any officer, department, agency, instrumentality or committee thereof.

5. **CONSTRUCTION RELATED SERVICES:** The Consultant has not been retained or compensated to provide design and construction review services relating to any construction contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for a contractor to perform his work which are not directly a part of the completed project; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

6. **CONSULTANT'S INSURANCE:** The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage of not less than \$2,000,000 limit, and professional liability insurance coverage of not less than \$2,000,000 limit.

7. **CONTRACTOR'S INSURANCE:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require the contractor(s) and any subcontractor(s), prior to commencement of such work, to submit evidence that he (they) have obtained for the period of the construction contract, and the guarantee period, comprehensive general liability insurance coverage including completed operations coverage. This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of construction work, and have a limit of not less than \$500,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$1,000,000 for damages arising out of bodily injury, sickness and death of two or more persons. The property damage portion shall provide for a limit of not less than \$300,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of construction work in any one occurrence including explosion, collapse and underground exposures. Included in such coverage shall be contractual coverage sufficiently broad to insure the provision of the subsequent paragraph entitled "Contractor's Indemnity". The comprehensive general liability insurance shall include as additional named insureds: the Client; the Consultant; and each of their officers, agents and employees.

8. **CONTRACTOR'S INDEMNITY:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require that all contractors and subcontractors performing work in connection with services rendered by the Consultant, indemnify and hold harmless, the Client and the Consultant, and each of their officers, agents, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from construction operations, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part, directly or indirectly, by any negligent or willful act or omission of the contractor(s), any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable. The indemnification required shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor(s) or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. **ACCESS:** The Client shall be responsible for providing all private property as required by the Consultant to perform authorized services.

Section X, Item 11.

10. **BASIS OF PAYMENT:** The Client agrees to compensate the consultant as provided on the attached proposal. In the event a preliminary estimate of compensation is made, the Consultant will endeavor to accomplish services within that estimate, but the Consultant does not guarantee such estimate unless a specific written statement to that effect is given. Should the Consultant become aware that charges will or have exceeded any preliminary estimate, he will promptly notify the Client who may elect to reduce the scope of services or authorize a continuation of services at increased cost.

11. **PAYMENT AND CREDIT:** Progress or partial payments shall be made by the Client in proportion to services rendered by the Consultant unless specific extension of credit to the Client is provided on the attached proposal. Statements will be issued from time to time by the Consultant, but no more often than at 4-week intervals, and shall be fully payable within 30 days thereafter. Balances which are unpaid for more than 30 days are subject to a finance or service charge plus collection expenses. Unless stated differently on the face(s) hereof service charges shall be 1.5 percent per month, which amounts to 18 percent per year. If in the exclusive judgment of Consultant, the financial condition of the Client at any time does not appear to justify the commencement or continuance of services on the terms specified herein, Consultant may, in addition to all other remedies it may have at law or in equity, make written demand for full or partial payment in advance, suspend its performance until such payment is made and cancel this Agreement if such payment is not received by the Consultant within 30 days after delivery in person or mailing of said demand by Consultant.

12. **AUDIT: ACCESS TO RECORDS:** For Agreements employing cost as a basis of compensation, the Consultant shall maintain books, records, documents and other evidence directly pertinent to the Agreement in accordance with appropriate accounting standards. From time to time, but not more often than once each calendar year, the Client may have his accounting representative verify costs by examination of pertinent documents at the home office of the Consultant. During such audit, the Consultant shall provide suitable facilities for the Client's representative, and that representative shall organize and conduct his audit in a manner which minimizes special effort by the Consultant.

13. **DELEGATION OF DUTIES:** Neither the Client nor the Consultant shall delegate his duties hereunder without the written consent of the other.

14. **TERMINATION:** Should this Agreement be terminated prematurely by written mutual agreement or as provided elsewhere herein, the Consultant shall be paid for services performed to the termination date plus 15 percent of the total compensation earned to the time of termination to account for Consultant's rescheduling adjustments and related costs.

15. **WARRANTY: CONSULTANT SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE TERMS AND CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, CONSULTANT WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN CONSULTANT REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.**

16. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants. If Consultant encounters or learns of an undisclosed Pollutant at the Site, then Consultant shall notify (1) Client and (2) appropriate governmental officials if Consultant reasonably concludes that doing so is required by applicable Laws or Regulations. It is acknowledged by both parties that Consultant's scope of services does not include any services related to unknown or undisclosed Pollutants. If Consultant or any other party encounters, uncovers, or reveals an undisclosed Pollutant, then Client shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

17. **RECORDS RETENTION:** Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under this Agreement. Upon Client's request, Consultant shall provide a copy of any such item to Client at cost.

18. **MISCELLANEOUS:** This Agreement is to be construed in accordance with and enforced under the laws of the principal place of business of the Consultant. This Agreement constitutes the entire agreement between the parties hereto, and all prior negotiations, representations and inducements of every kind are superceded hereby. No waiver, alteration or modification of this Agreement shall be effective unless in writing and signed by an authorized corporate officer of the Consultant. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.



COUNCIL AGENDA ITEM COVER SHEET
Meeting Type: Council - Regular
Meeting Date: December 21, 2023
Agenda Item Type: Old Business
Staff Contact: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Consideration of an updated employee pay plan.

BACKGROUND:

Memo Attached.

FUNDING:

General Fund Surplus.

STAFF RECOMMENDATION:

Staff recommends approval of the new pay plan and market adjustments for the eight (8) employees affected by the change.

ATTACHMENTS:

- 1. Study Summary Memo
- 2. Proposed Pay Scales

PREVIOUS DISCUSSIONS:

FY2024 Budget Discussions/Workshops



December 1, 2023

To: Mayor and Council

CC: N/A

From: Brandon Perkins, Town Manager

Re: Employee Compensation Study Summary and Recommendations

Council tasked staff with completing a compensation scale study during FY2024 to ascertain (1) how the Town’s current pay scales compare to the local market and (2) where current employee compensation falls within the market average. The focus of this study was all non-police employees with the exception of Maj. Brock and Chief Mundy, who voluntarily opted out of the recent police pay study. The following is a summary of the study and its findings.

I. Pay Adjustment History

The Town recognized, before completing this study, that its employee compensation falls short of the South Metro local government job market and has been taking steps to address that in the form of frequent annual pay adjustments. Most recently, the Town has provided the following across the board:

- July 2021: 4% increase
- February 2022: 10% increase
- July 2022: 4% increase
- July 2023: 4% increase

As you will see in the following summary, these increases have been successful in narrowing the pay gap between the Town and its competitors.

II. Study Jurisdictions:

To accomplish this study, the Town reviewed pay scales from the following jurisdictions: Fayette County, Coweta County, Fayetteville, Peachtree City, Senoia, Newnan, Palmetto, Hapeville, South Fulton, Douglasville, College Park, East Point, Fairburn, Union City, and McDonough.

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These jurisdictions were chosen based on their geographical proximity to Tyrone, which makes them direct competitors with the Town in the local government job market. Population was not a factor in this study, so many larger jurisdictions are included which is advantageous to our employees.

Please note that we did have to include Clayton County and Fulton County in the studies for our Library employees in order to get more data points since many of the aforementioned jurisdictions do not operate Libraries.

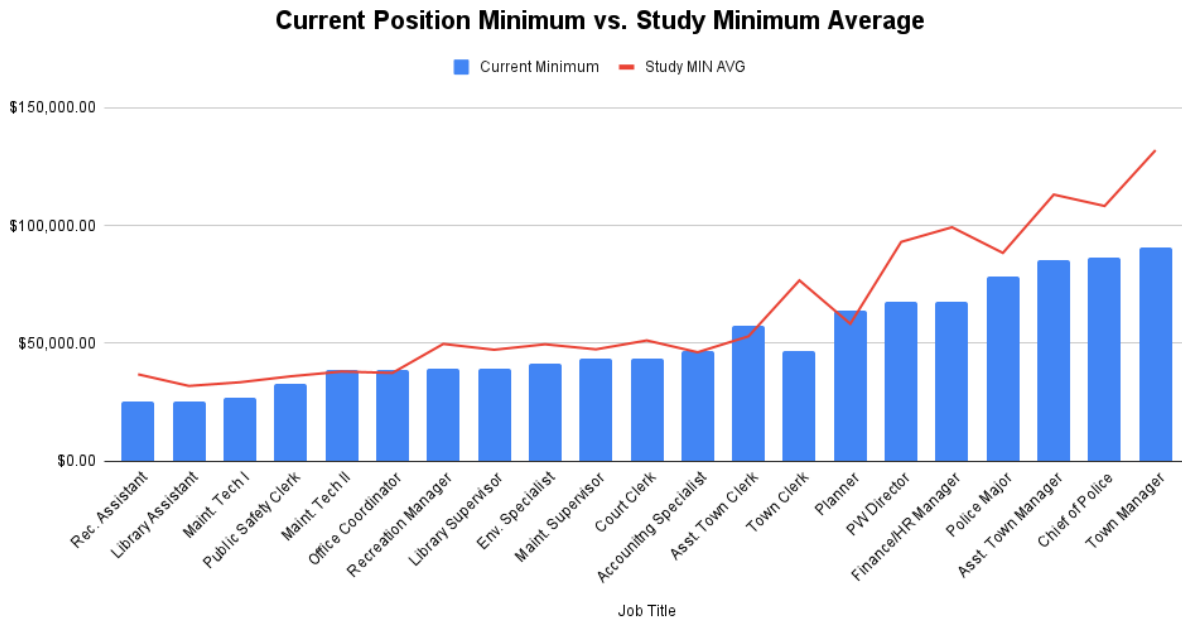
III. Study Positions

This study included the following positions: Recreation Assistant, Library Assistant, Maintenance Tech I & II, Public Safety Clerk, Office Coordinator, Recreation Manager, Library Supervisor, Environmental Specialist, Maintenance Supervisor, Court Clerk, Accounting Specialist, Asst. Town Clerk, Town Clerk, Police Major, Planner, PW Director, Chief of Police, Finance Director, Asst. Town Manager, and Town Manager.

IV. Findings

A. How do the Town’s current pay scales compare to competitor jurisdictions?

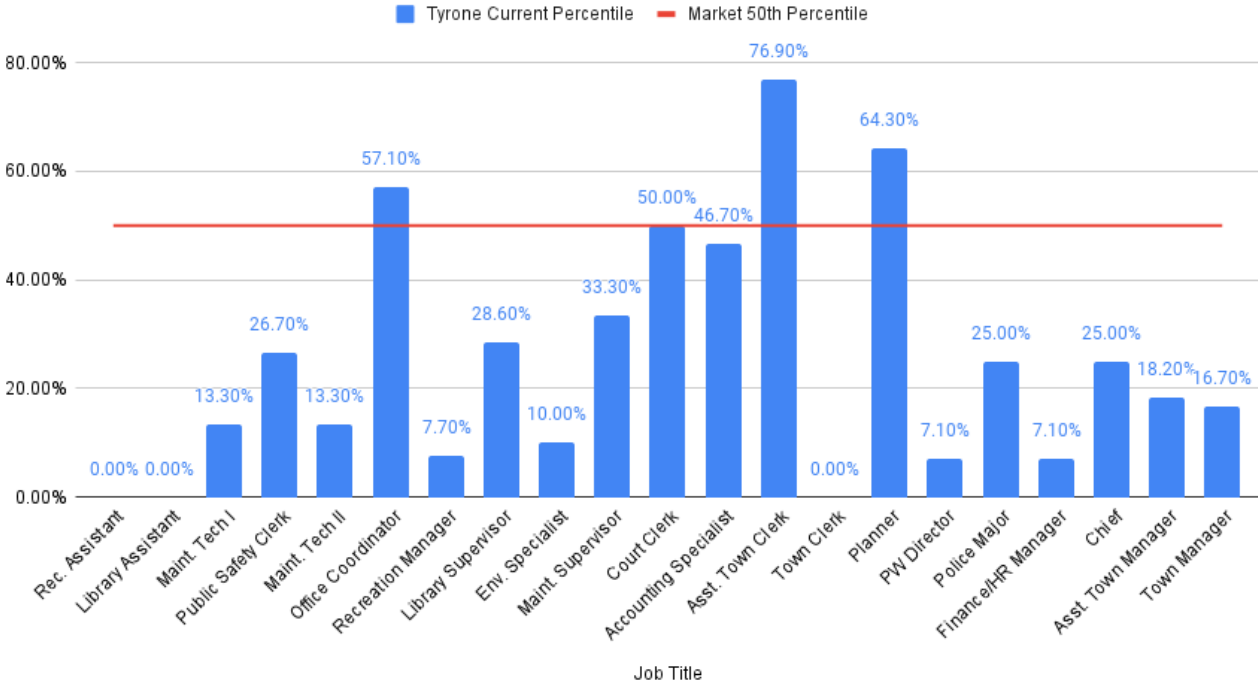
1. The vast majority of the Town’s current pay scales for the study positions were well below the market average. As depicted in the chart below, only two positions currently have starting minimums that are above the market average.





2. A few of the Town’s position’s minimum scales fall into the 0 percentile of the market average and most were below the 50th percentile, or median. In fact, only three positions have a starting pay that is above the market median:

Current Minimum vs. Market Minimum - Percentile Rank



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3. The study indicated that Tyrone’s average pay scale width was 32.36% while the market average was 55.64%. As a result of its “narrow” pay scales, several of the Town’s current employees’ salaries are off the scale, meaning that their actual pay is higher than the maximum of the current scale for their position. Pay scales should be wide enough to make this a rare occurrence.

TOWN OF TYRONE
 FY 2024 COMPENSATION STUDY
 CURRENT vs. STUDY AVG PAY RANGES

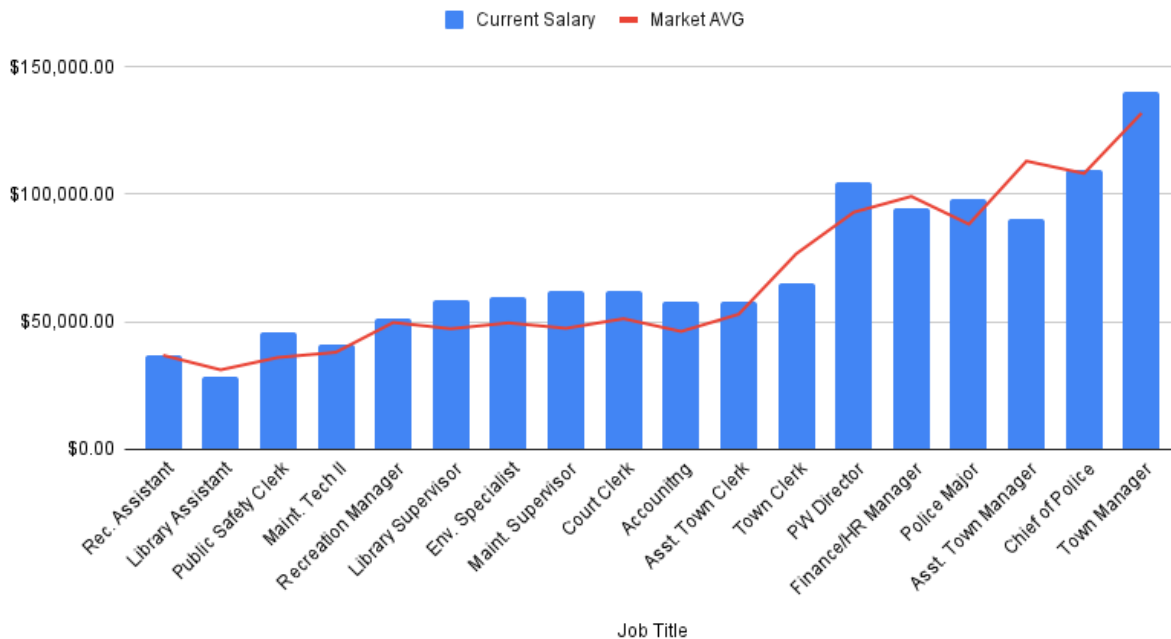
| Job Title | CURRENT PAY RANGE | | | Width | Study MIN AVG | Study MID AVG | Study MAX AVG | Width |
|------------------------|-------------------|--------------|--------------|--------|-----------------------|---------------|---------------|--------|
| | MIN | MID | MAX | | | | | |
| Rec. Assistant | \$25,563.20 | \$29,296.80 | \$33,550.40 | 31.24% | \$36,834.50 | \$47,011.48 | \$57,407.39 | 55.85% |
| Library Assistant | \$25,563.20 | \$29,296.80 | \$33,550.40 | 31.24% | \$31,906.37 | \$43,463.84 | \$55,092.62 | 72.67% |
| Maint. Tech I | \$26,998.40 | \$30,919.20 | \$35,464.00 | 31.36% | \$33,457.51 | \$42,032.96 | \$50,744.52 | 51.67% |
| Public Safety Clerk | \$32,614.40 | \$37,336.00 | \$42,764.80 | 31.12% | \$35,991.80 | \$45,324.18 | \$54,826.55 | 52.33% |
| Maint. Tech II | \$38,792.00 | \$44,439.20 | \$50,897.60 | 31.21% | \$38,008.05 | \$47,668.13 | \$57,560.62 | 51.44% |
| Office Coordinator | \$38,792.00 | \$44,439.20 | \$50,897.60 | 31.21% | \$37,427.80 | \$47,384.97 | \$57,548.60 | 53.76% |
| Recreation Manager | \$39,270.40 | \$44,980.00 | \$51,521.60 | 31.20% | \$49,727.39 | \$63,189.31 | \$77,154.30 | 55.15% |
| Library Supervisor | \$39,270.40 | \$44,980.00 | \$51,521.60 | 31.20% | \$47,248.63 | \$63,005.88 | \$78,867.12 | 66.92% |
| Env. Specialist | \$41,620.80 | \$47,684.00 | \$54,600.00 | 31.18% | \$49,567.58 | \$63,117.85 | \$77,226.84 | 55.80% |
| Maint. Supervisor | \$43,700.80 | \$50,076.00 | \$57,345.60 | 31.22% | \$47,430.36 | \$59,945.50 | \$72,716.67 | 53.31% |
| Court Clerk | \$43,700.80 | \$50,076.00 | \$57,345.60 | 31.22% | \$51,202.75 | \$64,602.07 | \$78,449.63 | 53.21% |
| Accounting Specialist | \$46,737.60 | \$53,560.00 | \$61,339.20 | 31.24% | \$46,207.70 | \$58,427.83 | \$70,923.85 | 53.49% |
| Asst. Town Clerk | \$57,636.80 | \$73,486.92 | \$89,337.04 | 55.00% | \$52,954.96 | \$67,717.68 | \$82,840.38 | 56.44% |
| Town Clerk | \$46,800.00 | \$53,622.40 | \$61,422.40 | 31.24% | \$76,676.29 | \$97,756.22 | \$119,281.55 | 55.57% |
| Planner | \$63,814.40 | \$73,143.20 | \$83,782.40 | 31.29% | \$58,272.69 | \$74,173.83 | \$90,396.43 | 55.13% |
| PW Director | \$67,787.20 | \$77,667.20 | \$88,961.60 | 31.24% | \$92,990.13 | \$118,055.93 | \$143,738.81 | 54.57% |
| Finance/HR Manager | \$67,787.20 | \$77,667.20 | \$88,961.60 | 31.24% | \$99,206.66 | \$126,560.53 | \$154,717.23 | 55.95% |
| Police Major | \$78,300.00 | \$90,521.50 | \$102,743.00 | 31.22% | \$88,313.64 | \$110,747.12 | \$133,575.60 | 51.25% |
| Asst. Town Manager | \$85,009.60 | \$97,385.60 | \$111,571.20 | 31.25% | \$113,056.07 | \$144,158.37 | \$176,513.47 | 56.13% |
| Chief of Police | \$86,133.00 | \$99,580.00 | \$113,027.00 | 31.22% | \$108,221.64 | \$135,931.42 | \$163,871.72 | 51.42% |
| Town Manager | \$90,854.40 | \$104,104.00 | \$119,246.40 | 31.25% | \$131,893.32 | \$165,580.09 | \$206,119.09 | 56.28% |
| Tyrone AVG Range Width | | | | 32.36% | Study AVG Range Width | | | 55.64% |

- B. How do the Town’s current employee salaries compare to the study averages?



While the Town’s current pay scales were below the study averages for nearly all positions, current employee pay was actually above average in most cases, which is a result of the aforementioned regular annual pay adjustments over the last several years.

Current Salary vs. Market Average



C. What adjustments, if any, need to be made to the Town’s pay scales and salaries to remain or become more competitive in recruiting and retention?

Meetings were held with each elected official to individually discuss the study data and explore options for benchmarking. Each elected official was presented with the full study data as well as charts depicting what the Town’s pay scales would look like at various levels. Ultimately, the consensus was that the Town should seek to ensure that its pay rates are within the top third (66% or higher) of the market and a 70th percentile benchmark was selected.

To accomplish the goal of increasing the Town’s competitive position in the local market, staff recommends the following:

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1. Adopt a new compensation plan for all of the included positions that reflects the 70th percentile minimum salary benchmark and a 55% range width; and
2. Provide market adjustments for the eight (8) employees who are not currently at or above their newly adopted range.

The Town’s new pay scales, if adopted, would be as follows:

**TOWN OF TYRONE
FY 2024 COMPENSATION STUDY
70TH PERCENTILE PAY SCALES**

| Job Title | New MIN | New MID | New MAX | New Width |
|--------------------------|--------------|--------------|--------------|-----------|
| Library Assistant | \$33,030.40 | \$42,099.20 | \$51,604.80 | 56.23% |
| Maint. Tech I | \$36,899.20 | \$47,049.60 | \$57,179.20 | 54.96% |
| Rec. Assistant | \$38,292.80 | \$48,817.60 | \$59,342.40 | 54.97% |
| Public Safety Clerk | \$38,334.40 | \$48,880.00 | \$59,425.60 | 55.02% |
| Maint. Tech II | \$39,707.20 | \$50,627.20 | \$61,547.20 | 55.00% |
| Office Coordinator | \$39,894.40 | \$50,856.00 | \$61,838.40 | 55.01% |
| Accounting Specialist | \$48,235.20 | \$61,505.60 | \$74,776.00 | 55.02% |
| Maintenance Supervisor | \$50,502.40 | \$64,396.80 | \$78,270.40 | 54.98% |
| Recreation Manager | \$51,272.00 | \$65,374.40 | \$79,456.00 | 54.97% |
| Environmental Specialist | \$51,875.20 | \$66,144.00 | \$80,412.80 | 55.01% |
| Court Clerk | \$52,374.40 | \$66,768.00 | \$81,182.40 | 55.00% |
| Library Supervisor | \$54,350.40 | \$69,305.60 | \$84,260.80 | 55.03% |
| Asst. Town Clerk | \$55,286.40 | \$70,470.40 | \$85,675.20 | 54.97% |
| Planner | \$67,620.80 | \$86,216.00 | \$104,811.20 | 55.00% |
| Town Clerk | \$83,761.60 | \$106,808.00 | \$129,833.60 | 55.00% |
| Police Major | \$96,510.70 | \$123,030.70 | \$149,572.80 | 54.98% |
| PW Director | \$104,857.71 | \$133,693.58 | \$162,529.45 | 55.00% |
| Finance/HR Manager | \$110,746.28 | \$141,201.51 | \$171,656.74 | 55.00% |
| Chief | \$116,695.25 | \$148,786.44 | \$180,877.64 | 55.00% |
| Asst. Town Manager | \$128,735.17 | \$164,137.34 | \$199,539.51 | 55.00% |
| Town Manager | \$151,683.00 | \$193,395.83 | \$235,108.65 | 55.00% |

AVG Width 55.06%

The above image is a simplified visual of the newly proposed scales. The actual compensation plan that you are being asked to adopt is attached. That document includes police positions at their current rates, which were adopted in the last FY.



If adopted, these proposed changes would be effective January 1, 2024 and would cost \$102,992.38, which includes required adjustments to the affected employee’s benefits. The cost of this adjustment will be covered by general fund surplus.

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TOWN OF TYRONE
SALARY SCHEDULE
 EFFECTIVE: January 1, 2024

| GRADE | POSITION | MINIMUM | MIDPOINT | MAXIMUM |
|----------|---------------------------|--------------|--------------|--------------|
| LIB/01 | Library Assistant | \$33,030.40 | \$42,099.20 | \$51,604.80 |
| | | \$15.88 | \$20.24 | \$24.81 |
| PW/01 | Maintenance Tech I | \$36,899.20 | \$47,049.60 | \$57,179.20 |
| | | \$17.74 | \$22.62 | \$27.49 |
| REC/01 | Recreation Assistant | \$38,292.80 | \$48,817.60 | \$59,342.40 |
| | | \$18.41 | \$23.47 | \$28.53 |
| MC/01 | Public Safety Clerk | \$38,334.40 | \$48,880.00 | \$59,425.60 |
| | | \$18.43 | \$23.50 | \$28.57 |
| PW/02 | Maintenance Tech II | \$39,707.20 | \$50,627.20 | \$61,547.20 |
| | | \$19.09 | \$24.34 | \$29.59 |
| ADM/01 | Office Coordinator | \$39,894.40 | \$50,856.00 | \$61,838.40 |
| | | \$19.18 | \$24.45 | \$29.73 |
| FIN/01 | Accounting Specialist | \$48,235.20 | \$61,505.60 | \$74,776.00 |
| | | \$23.19 | \$29.57 | \$35.95 |
| PW/03 | Maintenance Supervisor | \$50,502.40 | \$64,396.80 | \$78,270.40 |
| | | \$24.28 | \$30.96 | \$37.63 |
| REC/02 | Recreation Manager | \$51,272.00 | \$65,374.40 | \$79,456.00 |
| | | \$24.65 | \$31.43 | \$38.20 |
| PW/04 | Environmental Specialist | \$51,875.20 | \$66,144.00 | \$80,412.80 |
| | | \$24.94 | \$31.80 | \$38.66 |
| MC/02 | Court Clerk | \$52,374.40 | \$66,768.00 | \$81,182.40 |
| | | \$25.18 | \$32.10 | \$39.03 |
| LIB/02 | Library Supervisor | \$54,350.40 | \$69,305.60 | \$84,260.80 |
| | | \$26.13 | \$33.32 | \$40.51 |
| PW/05 | Public Works Specialist | \$54,995.20 | \$70,116.80 | \$85,259.20 |
| | | \$26.44 | \$33.71 | \$40.99 |
| PD/01* | Police Officer | \$55,006.90 | \$70,123.30 | \$85,261.80 |
| | | \$24.89 | \$31.73 | \$38.58 |
| ADM/02 | Assistant Town Clerk | \$55,286.40 | \$70,470.40 | \$85,675.20 |
| | | \$26.58 | \$33.88 | \$41.19 |
| PD/02* | Police Corporal/Detective | \$58,299.80 | \$74,322.30 | \$90,366.90 |
| | | \$26.38 | \$33.63 | \$40.89 |
| PD/03 | Certification Manager | \$64,833.60 | \$82,659.20 | \$100,484.80 |
| | | \$31.17 | \$39.74 | \$48.31 |
| PD/04* | Police Sergeant | \$66,476.80 | \$84,753.50 | \$103,030.20 |
| | | \$30.08 | \$38.35 | \$46.62 |
| ADM/03 | Planner | \$67,620.80 | \$86,216.00 | \$104,811.20 |
| | | \$32.51 | \$41.45 | \$50.39 |
| PD/05* | Police Lieutenant | \$73,128.90 | \$93,239.90 | \$113,350.90 |
| | | \$33.09 | \$42.19 | \$51.29 |
| PD/06* | Police Captain | \$75,714.60 | \$96,532.80 | \$117,351.00 |
| | | \$34.26 | \$43.68 | \$53.10 |
| ADM/04 | Town Clerk | \$83,761.60 | \$106,808.00 | \$129,833.60 |
| | | \$40.27 | \$51.35 | \$62.42 |
| PW/06 | Civil Engineer | \$95,846.40 | \$122,200.00 | \$148,553.60 |
| | | \$46.08 | \$58.75 | \$71.42 |
| PD/07* | Police Major | \$96,510.70 | \$123,030.70 | \$149,572.80 |
| | | \$43.67 | \$55.67 | \$67.68 |
| PW/07** | PW Director | \$104,857.71 | \$133,693.58 | \$162,529.45 |
| FIN/02** | Finance/HR Manager | \$110,746.28 | \$141,201.51 | \$171,656.74 |
| PD/08** | Police Chief | \$116,695.25 | \$148,786.44 | \$180,877.64 |
| ADM/05** | Assistant Town Manager | \$128,735.17 | \$164,137.34 | \$199,539.51 |
| ADM/06** | Town Manager | \$151,683.00 | \$193,395.83 | \$235,108.65 |

*85 Hour Position

**Exempt Position



COUNCIL AGENDA ITEM COVER SHEET
Meeting Type: Council - Regular
Meeting Date: December 21, 2023
Agenda Item Type: Old Business
Staff Contact: Brandon Perkins, Town Manager

STAFF REPORT

AGENDA ITEM:

Consideration of an update to the Town’s Employee Retirement Plan.

BACKGROUND:

Memo Attached.

FUNDING:

General Fund Surplus.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed update to the retirement plan.

ATTACHMENTS:

- 1. Memo
- 2. Retirement Plan Study Letter
- 3. GMEBS Retirement Plan Ordinance and Adoption Agreement

PREVIOUS DISCUSSIONS:

FY2024 Budget Workshops



December 1, 2023

To: Mayor and Council
CC: N/A
From: Brandon Perkins, Town Manager
Re: Retirement Plan Study Results and Recommendations

As part of the Town’s on-going efforts to remain competitive with our employee benefits, Council asked Staff to look into options for improving its retirement plan. As part of this request, staff had the Georgia Municipal Employee Benefit System (GMEBS) conduct an actuarial study and provide options for plan upgrades.

Before detailing the results of the study, it is important to summarize the Town’s current plan:

- Rule of 70 Plan – Full retirement is possible once an employee’s age plus years of service equal 70.
- Minimum age of 55 – Even if an employee achieves the Rule of 70, he or she cannot collect full retirement until they reach the age of 55.
- Multiplier: 1.25%
- Final Average Earnings (FAE) period: The average of the employees 5 highest years of pay.

To illustrate how this works, I provide the following example of an employee with final average earnings of \$62,000 (Tyrone’s current average salary) at 20 years of service:

- $\$62,000 \times .0125$ (1.25% multiplier) \times 20 years of service = \$15,500 annual pension or \$1,291.67/month.

Study Summary

Staff asked GMEBS to provide us with the cost to upgrade the current plan to one of four new options:

1. Rule of 70/Minimum Age of 55/2% Multiplier

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950 Senoia Road | Suite A | Tyrone, Georgia 30290
 Phone: (770) 487-4038 | Fax: (770) 487-4529
www.tyrone.org

2. Rule of 70/No Minimum Age/2% Multiplier
3. Rule of 70/Minimum Age of 55/2.5% Multiplier
4. Rule of 70/No Minimum Age/2.5% Multiplier

The results of the GMEBS cost study are as follows:

2023 Town of Tyrone Retirement Study

| | Current Plan | | | | |
|---|-------------------------|------------------------|------------------------|------------------------|------------------------|
| | Rule of 70 | Rule of 70 | Rule of 70 | Rule of 70 | Rule of 70 |
| | Min Age 55 | Min Age 55 | No Min Age | Min Age 55 | No Min Age |
| | <u>1.25% Multiplier</u> | <u>2.0% Multiplier</u> | <u>2.0% Multiplier</u> | <u>2.5% Multiplier</u> | <u>2.5% Multiplier</u> |
| Annual Employer Contribution Using Jan 1, 2023 | \$157,371.00 | \$303,048.00 | \$366,339.00 | \$400,674.00 | \$479,784.00 |
| Additional Annual Cost | \$0.00 | \$145,677.00 | \$208,968.00 | \$243,303.00 | \$322,413.00 |
| Monthly Employer Contribution Using Jan 1, 2023 | \$13,114.25 | \$25,254.00 | \$30,528.25 | \$33,389.50 | \$39,982.00 |
| Additional Monthly Cost | \$0.00 | \$12,139.75 | \$17,414.00 | \$20,275.25 | \$26,867.75 |

Given the costs involved in any increases to the plan, we focused on the first option – the same plan we currently have, but increasing the multiplier from 1.25% to 2%. This seems like a small increase, but it has a big impact on the employee’s pension. Using the same inputs from the previous example:

- \$62,000 x .02 (2% multiplier) x 20 years of service = \$24,800 annual pension or \$2066.67/month.

This .75% proposed increase in the multiplier represents a 62.5% increase in the employee’s future retirement income.

As part of this research, we also looked at what a few other local government employers are offering for pension plans:

| Jurisdiction | Multiplier | Final Average Earnings Period | Employee Contribution |
|--------------------------|------------|-------------------------------|-----------------------|
| Peachtree City | 2.5% | 3 years | 3% |
| Fayetteville | 2.5% | 3 years | 3% |
| Fayette County | 2% | 5 years | 5% |
| Newnan | 2% | 3 years | 0% |
| Griffin | 2% | 5 years | 2% |
| McDonough | 2.25% | 5 years | 0% |
| Fairburn | 1.25% | 3 years | 0% |
| Tyrone (Proposed) | 2% | 5 years | 0% |

Given Council’s previously stated desire to make improvements to employee compensation and benefits - where we can - in order to improve retention and recruiting, staff recommends adopting the proposed plan with a 2% multiplier and continue to require no employee contributions. If approved, the cost of



this upgrade would be an additional \$145,677.00 per year. This cost would be covered by General Fund Surplus.

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950 Senoia Road | Suite A | Tyrone, Georgia 30290
Phone: (770) 487-4038 | Fax: (770) 487-4529
www.tyrone.org



2727 Paces Ferry Road SE, Building One, Suite 1400
Atlanta, GA 30339-4053
T 678.306.3100
F 678.306.3190
segalco.com

September 19, 2023

Ms. Michelle Warner
Director of Retirement Field Services and Defined Contribution Programs
Georgia Municipal Association
201 Pryor Street, SW
Atlanta, Georgia 30303

Re: Benefit Studies for the Town of Tyrone

Dear Michelle:

As requested, we have developed the impact on plan funding of the following proposed changes for the Town of Tyrone Retirement Plan:

1. Change Alternative Normal Retirement eligibility from the Rule of 70 with minimum age 55 to the Rule of 70 with no minimum age and change the benefit multiplier from 1.25%-2.00% with dynamic breakpoint to a flat 2.00% multiplier
2. Change Alternative Normal Retirement eligibility from the Rule of 70 with minimum age 55 to the Rule of 70 with no minimum age and change the benefit multiplier from 1.25%-2.00% with dynamic breakpoint to a flat 2.50% multiplier
3. Change the benefit multiplier from 1.25%-2.00% with dynamic breakpoint to a flat 2.00% multiplier
4. Change the benefit multiplier from 1.25%-2.00% with dynamic breakpoint to a flat 2.50% multiplier

The data, financial information, and plan provisions for the January 1, 2023 valuation were used to develop these results. Since the results are dependent on a given set of assumptions and data as of a specific date, there is a risk that emerging results may differ significantly, as actual experience differs from the assumptions.

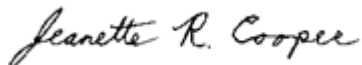
When determining the Recommended Contribution, the total level dollar amortization is adjusted, if necessary, to be within a corridor of the 10-year and the 30-year amortization of the unfunded/(surplus) actuarial accrued liability. In addition, since the funded ratio on an actuarial basis prior to the plan change is 89.44%, the plan change is amortized over 20 years per the GMEBS funding policy. The amortization period may change depending on the funded ratio when the plan change is first reflected. If the actuarial funding ratio drops below 80%, the amortization period would be 15 years instead of 20.

Please note, for the fiscal year July 1, 2022 to June 30, 2023, GASB standards require that the plan's Net Pension Liability (NPL) be reported on the sponsoring employer's balance sheet. The standards require using the Entry Age Funding method and assets at market (rather than the projected Unit Credit method and smoothed assets which are used for determining contribution requirements). For the fiscal year ended June 30, 2023, we have calculated the NPL as \$883,838. Inclusion of the proposed benefit improvement (1) would increase this by an estimated \$1,442,000. Inclusion of the proposed benefit improvement (2) would increase this by an estimated \$2,241,000. Inclusion of the proposed benefit improvement (3) would increase this by an estimated \$1,038,000. Inclusion of the proposed benefit improvement (4) would increase this by an estimated \$1,736,000.

We are members of the American Academy of Actuaries and we meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein.

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

Sincerely,



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



Malichi S. Waterman, FCA, MAAA, EA
Vice President and Consulting Actuary

Town of Tyrone
Benefit Studies
Summary of Results

| | <u>Current Plan</u> | <u>Rule of 70 with No Minimum Age and 2.00% Multiplier</u> | <u>Rule of 70 with No Minimum Age and 2.50% Multiplier</u> | <u>Rule of 70 with Age 55 Minimum and 2.00% Multiplier</u> | <u>Rule of 70 with Age 55 Minimum and 2.50% Multiplier</u> |
|--|----------------------------|---|---|---|---|
| <u>Current Recommended Contribution</u> | | | | | |
| Recommended Contribution as of January 1, 2023 | \$157,371 | \$157,371 | \$157,371 | \$157,371 | \$157,371 |
| Covered Payroll | \$1,727,278 | \$1,727,278 | \$1,727,278 | \$1,727,278 | \$1,727,278 |
| % of Covered Payroll | 9.01% | 9.01% | 9.01% | 9.01% | 9.01% |
| <u>Impact of Benefit Improvement</u> | | | | | |
| Cost of Benefit Improvement | -- | \$208,968 | \$322,413 | \$145,677 | \$243,303 |
| % of Covered Payroll | -- | 11.96% | 18.46% | 8.34% | 13.93% |
| <u>Total Plan Cost of Benefit Improvement</u> | | | | | |
| \$ Amount (Recommended Contribution + Cost of Benefit Improvement) | -- | \$366,339 | \$479,784 | \$303,048 | \$400,674 |
| % of Covered Payroll | -- | 20.97% | 27.47% | 17.35% | 22.94% |
| <u>Funding Elements</u> | | | | | |
| Mid-year Normal Cost with Expenses | \$117,354 | \$201,939 | \$249,035 | \$179,422 | \$220,893 |
| Actuarial Value of Assets | \$2,818,965 | \$2,818,965 | \$2,818,965 | \$2,818,965 | \$2,818,965 |
| Actuarial Accrued Liability | \$3,151,910 | \$4,400,535 | \$5,065,866 | \$3,989,289 | \$4,551,789 |
| Unfunded Actuarial Accrued Liability | \$332,945 | \$1,581,570 | \$2,246,901 | \$1,170,324 | \$1,732,824 |
| Funded Ratio on Actuarial Value of Assets | 89.44% | 64.06% | 55.65% | 70.66% | 61.93% |
| Market Value of Assets | \$2,595,935 | \$2,595,935 | \$2,595,935 | \$2,595,935 | \$2,595,935 |
| Funded Ratio on Market Value of Assets | 82.36% | 58.99% | 51.24% | 65.07% | 57.03% |

Fiscal year begins July 1, 2023.

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for
Town of Tyrone

**Form Pre-approved Plan Adoption Agreement
Amended and Restated for Third Six-Year Cycle, 2020 Cumulative List**

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I. AN ORDINANCE

An Ordinance to amend and restate the Retirement Plan for the Employees of the Town of Tyrone, Georgia, in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the Town of Tyrone, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the Town of Tyrone, Georgia, is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 37

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT

1. ADMINISTRATOR

Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663

2. ADOPTING EMPLOYER

Name: **Town of Tyrone, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **950 Senoia Road, Suite A, Tyrone, GA 30290**
Phone: **(770) 487-4038**
Facsimile: **(770) 487-4529**

4. PLAN REPRESENTATIVE

[To represent Governing Authority in all communications with GMEBS and Employees]
(See Section 2.49 of Basic Plan Document)

Name: **Town Manager**
Address: **950 Senoia Road, Suite A, Tyrone, GA 30290**
Phone: **(770) 487-4038**
Facsimile: **(770) 487-4529**

5. PENSION COMMITTEE

[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of the Basic Plan Document]

- Position: **Mayor**
- Position: **Town Manager**
- Position: **Police Chief**
- Position: **Finance/HR Director**
- Position: **Town Attorney**
- Position: **Town Clerk**
- Position: **Clerk of Courts**

Pension Committee Secretary: **Finance Manager**
 Address: **950 Senoia Road, Suite A, Tyrone, GA 30290**
 Phone: **(770) 487-4038**
 Facsimile: **(770) 487-4529**

6. TYPE OF ADOPTION

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

- This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
 - To update the Plan to comply with the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).
 - To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): This is an amendment to change the formula for calculating the monthly Normal Retirement benefit from a split formula to a flat percentage formula of 1/12 of 2.0% of Final Average Earnings multiplied by years of Total Credited Service for Eligible Regular Employees in Service on or after January 1, 2024 (see p. 21).**

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Basic Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a

governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2020-14 (the 2020 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Basic Plan Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by the PATH Act and the 2020 Cumulative List with the applicable effective dates.

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

The effective date of this Plan is _____.
(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted).

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

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be _____ **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**. This Plan is intended to replace and serve as an amendment and restatement of the Employer’s preexisting plan, which became effective on _____ **(insert original effective date of preexisting plan)**.

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

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be **January 1, 2024** **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **August 20, 2020** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **January 1, 2003** **(insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective **August 1, 1986** **(insert effective date of Employer's original GMEBS Plan)**. (If the Employer's Plan was originally a non-GMEBS Plan, then

the Employer's non-GMEBS Plan was originally effective _____ (if applicable, insert effective date of Employer's original non-GMEBS Plan).

8. PLAN YEAR

Plan Year means (check one):

- Calendar Year
Employer Fiscal Year commencing
Other (must specify month and day commencing): August 1.

9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Basic Plan Document's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Basic Plan Document and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan (check one):

- ALL - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
ALL REGULAR EMPLOYEES EXCEPT for the following employees (must specify; specific positions are permissible; specific individuals may not be named):

B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Basic Plan Document's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

(1) Elected or Appointed Members of the Governing Authority (check one):

- ARE NOT eligible to participate in the Plan.
ARE eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): _____.

(2) Municipal Legal Officers (check one):

- ARE NOT** eligible to participate in the Plan.
- ARE** eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum hour requirement for Regular Employees:

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

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

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

Minimum hour requirement applicable to excepted Regular Employees:

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

B. Months Per Year (Regular Employees)

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain

"Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum requirement for Regular Employees:

- No minimum
- At least **5** months per year (regularly scheduled)

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

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

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

- No minimum
- At least _____ months per year (regularly scheduled)

11. WAITING PERIOD

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

12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Basic Plan Document. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, the Employee must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date the Employee first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

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

- None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Basic Plan Document).
- Participation is optional for the following Eligible Employees (**must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees**): _____.

13. CREDITED SERVICE

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

A. Credited Past Service with Adopting Employer

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

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

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

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ (**insert date**).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows (**must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) Previously Employed, Returning to Service after Original Effective Date.

If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but returns to Service with the Adopting Employer sometime after the Effective Date, said Eligible Employee's Service prior to becoming a Participant (including any Service prior the Effective Date) shall be treated as follows (**check one**):

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after returning to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.

- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

(3) Eligible Employees Initially Employed After Effective Date. If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, said Employee's Credited Past Service shall include only the number of years and complete months of Service from the Employee's initial employment date to the date the Employee becomes a Participant in the Plan.

(4) Newly Eligible Classes of Employees. If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

B. Prior Military Service

Note: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Basic Plan Document for rules on the crediting of USERRA Military Service.

(1) Credit for Prior Military Service.

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Basic Plan Document. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows **(check one)**:

- Prior Military Service is **not** creditable under the Plan **(if checked, skip to Section 13.C. – Prior Governmental Service).**
- Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):
 - Computing amount of benefits payable.
 - Meeting minimum service requirements for vesting.
 - Meeting minimum service requirements for benefit eligibility.

(2) Maximum Credit for Prior Military Service.

Credit for Prior Military Service shall be limited to a maximum of _____ years **(insert number).**

(3) Rate of Accrual for Prior Military Service.

Credit for Prior Military Service shall accrue at the following rate **(check one)**:

- One month of military service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- One year of military service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Employer.
- Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(4) Payment for Prior Military Service Credit (check one):

- Participants shall **not** be required to pay for military service credit.
- Participants shall be required to pay for military service credit as follows:
 - The Participant must pay _____% of the actuarial cost of the service credit (as defined below).
 - The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Other Conditions for Award of Prior Military Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) Limitations on Service Credit Purchases. Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

C. Prior Governmental Service

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

(1) Credit for Prior Governmental Service.

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the Adopting Employer below. The Employer elects to treat prior governmental service as follows **(check one)**:

- Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave)**.
- Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:
 - Computing amount of benefits payable.
 - Meeting minimum service requirements for vesting.
 - Meeting minimum service requirements for benefit eligibility.

(2) Definition of Prior Governmental Service.

Prior governmental service shall be defined as follows: **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

(3) Maximum Credit for Prior Governmental Service.

Credit for prior governmental service shall be limited to a maximum of _____ years **(insert number)**.

(4) Rate of Accrual for Prior Governmental Service Credit.

Credit for prior governmental service shall accrue at the following rate **(check one)**:

- One month of prior governmental service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- One year of prior governmental service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Adopting Employer.
- Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) Payment for Prior Governmental Service Credit.

- Participants shall **not** be required to pay for governmental service credit.
- Participants shall be required to pay for governmental service credit as follows:
 - The Participant must pay ____% of the actuarial cost of the service credit.
 - The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

Other Conditions for Award of Prior Governmental Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)

(1) Credit for Unused Paid Time Off.

Subject to the limitations in Section 3.01 of the Basic Plan Document, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

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

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

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

- Unused personal leave
- Other paid time off (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

(2) Minimum Service Requirement.

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination (check one):

- The Participant must be 100% vested in a normal retirement benefit.
- The Participant must have at least _____ years (insert number) of Total Credited Service (not including leave otherwise creditable under this Section).
- Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

(3) Use of Unused Paid Time Off Credit. Unused paid time off for which the Participant is not paid shall count as Credited Service for the following purposes under the Plan (check one or more as applicable):

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

(4) Maximum Credit for Unused Paid Time Off.

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of _____ months (insert number).

(5) Computation of Unused Paid Time Off.

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Basic Plan Document; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

Early retirement qualifications are (check one or more as applicable):

- Attainment of age 55 (insert number)

- Completion of 10 years (insert number) of Total Credited Service

Exceptions: If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

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

Early retirement qualifications for excepted class(es) are (check one or more as applicable):

- Attainment of age _____ (insert number)
- Completion of _____ years (insert number) of Total Credited Service

B. Normal Retirement Qualifications

Note: Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

(1) Regular Employees

Normal retirement qualifications for Regular Employees are (check one or more as applicable):

- Attainment of age 65 (insert number)
- Completion of 5 years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): all Participants only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

Exceptions: If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

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

Normal retirement qualifications for excepted class(es) are (check one or more as applicable):

- Attainment of age _____ (insert number)

- Completion of _____ years **(insert number)** of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(2) Elected or Appointed Members of Governing Authority

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

- Attainment of age _____ **(insert number)**
- Completion of _____ years **(insert number)** of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

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

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

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

- Attainment of age _____ **(insert number)**

- Completion of _____ years **(insert number)** of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

C. Alternative Normal Retirement Qualifications

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

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

- (1)** Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).
- (2)** **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**
 - Attainment of age _____ **(insert number)**
 - Completion of _____ years **(insert number)** of Total Credited Service
 - In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: ___.

This alternative normal retirement benefit is available to:

- All Participants who qualify.

- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

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

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

- (3) **Rule of 70 (insert number).** The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

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

- Must have attained at least age **55 (insert number)**
- Must not satisfy any minimum age requirement
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**): all Participants only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): **Eligible Regular Employees.**

A Participant (**check one**): is required is not required to be in the service of the Employer at the time the Participant satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

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

In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): all Participants only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): __.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

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

Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

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

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan

Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

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

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

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

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

- In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution Described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- All public safety employee Participants who qualify.

- Only the following public safety employee Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

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

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

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

D. Disability Benefit Qualifications

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

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

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

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

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

- not limited.
- limited to _____ years for all Participants.

- limited to _____ years for the following classes of Eligible Regular Employees:
 - All Eligible Regular Employees.
 - Only the following Eligible Regular Employees: _____.
- limited to _____ years as an elected or appointed member of the Governing Authority.
- limited to _____ years as a Municipal Legal Officer.
- Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of (check and complete one or more as applicable):

- (a) **Flat Percentage Formula. 2.0% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants who are Regular Employees.
- Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

- (b) **Alternative Flat Percentage Formula. _____% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

- (c) **Split Final Average Earnings Formula. _____% (insert percentage)** of Final Average Earnings up to the amount of Covered Compensation (see subsection (2) below for definition of Covered Compensation), plus _____% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants who are Regular Employees.

- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):**_____.
- (d) **Alternative Split Final Average Earnings Formula.** _____ % **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]

(2) Covered Compensation (complete only if Split Formula(s) is checked above):

Covered Compensation is defined as (check one or more as applicable):

- (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
 - All Participants who are Regular Employees.
 - Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____.
- (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
 - All Participants who are Regular Employees.
 - Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):**_____.
- (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
 - All Participants who are Regular Employees.
 - Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

- (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$ _____ (**specify amount**). This definition shall apply to (**check one**):
 - All Participants who are Regular Employees.
 - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

(3) Final Average Earnings

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **60 (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

- All Participants who are Regular Employees.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

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

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

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

- Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- \$ _____ (**insert dollar amount**) per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer (service of at least 6 months and 1 day is treated as a year of Total Credited Service; provided, however, than an elected or appointed member of the Governing Authority or Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

This formula applies to:

- All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
- Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

- (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Basic Plan Document to account for early commencement of benefits. This provision shall apply to:
 - All Participants.
 - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):_____.

- (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:
 - All Participants.
 - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):_____.

Alternative Early Retirement Reduction Table

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

*Interpolate for whole months

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

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

E. Monthly Disability Benefit Amount

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

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

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

F. Minimum/Maximum Benefit For Elected Officials

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

- Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- No minimum or maximum applies.
- Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.
- Other minimum or maximum **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

G. Multiple Plans

In the event that the Employer maintains multiple plans, the following provisions will apply to the extent necessary to satisfy Code § 415.

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

A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Basic Plan Document Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Basic Plan Document Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)

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

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

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

- (a) The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.
- This rule shall apply to **(check one)**: all Retired Participants; only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

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

This rule shall apply to **(check one)**: all Retired Participants; only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:
_____.

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

This rule shall apply to **(check one)**: all Retired Participants; only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:
_____.

B. Cost Of Living Adjustment

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Basic Plan Document. The Employer hereby elects the following **(check one)**:

- (1) No cost-of-living adjustment.
- (2) Variable Annual cost-of-living adjustment not to exceed **3.0%** **(insert percentage)**.
- (3) Fixed annual cost-of-living adjustment equal to _____% **(insert percentage)**.

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) **(check one)**:

- All Participants (and their Beneficiaries).
- Participants (and their Beneficiaries) who terminate employment on or after **November 1, 2003 (insert date)**.
- Other (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i); specific positions are permissible; specific individuals may not be named**): _____.

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

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

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

- No vesting schedule (immediate vesting).**
- Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of 5 years (**insert number not to exceed 10**) of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.
- Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule (**insert percentages**):

| COMPLETED YEARS OF TOTAL CREDITED SERVICE | VESTED PERCENTAGE |
|--|-------------------|
| 1 | % |
| 2 | % |
| 3 | % |
| 4 | % |
| 5 | % |
| 6 | % |
| 7 | % |
| 8 | % |
| 9 | % |
| 10 | % |

Exceptions: If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

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

Vesting Schedule for excepted class (**Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.**): _____.

B. Elected or Appointed Members of the Governing Authority

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

- Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- No vesting schedule (immediate vesting).
- Other vesting schedule (**Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.**): _____.

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement (**check and complete one**):

- (1) **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document. In order to be eligible for this benefit, a Participant must meet the following requirements (**check one**):
 - The Participant must be vested in a normal retirement benefit.
 - The Participant must have _____ years (**insert number**) of Total Credited Service.

- The Participant must be eligible for Early or Normal Retirement.
- Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

(2) **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions (**check one**):

- The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Basic Plan Document.
- The Participant must have _____ years (**insert number**) of Total Credited Service.
- Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

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

- Total Credited Service accrued prior to the date of the Participant's death.
- Total Credited Service accrued prior to the date of the Participant's death, plus (**check one**): one-half (½) _____ (**insert other fraction**) of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. (**See Basic Plan Document Section 8.02(b) regarding 10-year cap on additional Credited Service.**)

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

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

Alternative Death Benefit (must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415): _____.

Participants to whom alternative death benefit applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Eligibility conditions for alternative death benefit (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

B. Terminated Vested Death Benefit

(1) Complete this Section only if the Employer offers a terminated vested death benefit. The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following terminated vested death benefit (**check one**):

- Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document.
- Accrued Retirement Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

(2) Exceptions: If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415): _____.

Participants to whom alternative death benefit applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Eligibility conditions for alternative death benefit (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

- Are not required.
- Are required in the amount of _____ % **(insert percentage)** of Earnings for all Participants.
- Are required in the amount of _____ % **(insert percentage)** of Earnings for Participants in the following classes **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

[Repeat above subsection as necessary if more than one contribution rate applies.]

(2) Pre-Tax Treatment of Employee Contributions. If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects **(check one)**:

- To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.
- Not to pick up Employee Contributions.

(3) Interest on Employee Contributions. The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

- Interest shall not be paid.
- Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

- Other rate of interest (**must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):**
-

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

21. TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this pre-approved plan program.

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

Adoption. The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the pre-approved plan opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Adopting Employer's Plan to be a qualified plan.

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

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

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

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Basic Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under opinion letter Q705465a dated August 31, 2023. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Basic Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

Authorization for Amendments. Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the pre-approved plan provider who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the pre-approved plan provider for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

On and after February 17, 2005, the Board delegates to the Provider the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or

other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

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

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

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

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

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

AN ORDINANCE (continued from page 1)

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

Section 3. The effective date of this Ordinance shall be January 1, 2024 **(not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

Section 4. All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the Town of Tyrone, Georgia, this _____ day of _____, 20____.

Attest:

TOWN OF TYRONE, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary