

**A G E N D A**  
***City Council Meeting***  
***Monday, August 15, 2022 – 6:00 p.m.***

**➤ OPENING**

- **Call to Order**
- **Invocation: Pastor Dale Simmons from Jasper Springs Baptist Church**
- **Pledge of Allegiance**
- **Roll Call**
- **Presentation of a proclamation to proclaim August 15<sup>th</sup> as “Representative Carl W. Gilliard Day”**

**➤ FORMAL PUBLIC COMMENT:**

**Formal Public Comment – City Council Agenda Protocol**

The City of Garden City has identified this portion of the meeting to allow individuals an opportunity to formally address the City Council on issues of importance. Garden City requires that individuals who desire to formally address the City Council submit a written request form outlining the subject matter that they intend to discuss so that they can be placed on the meeting agenda. Members of the public desiring to be placed on the agenda to present or address matters to the City Council must submit a formal **“REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA”** form to the Office of the City Manager at least 10 days prior to the requested City Council meeting date that you wish to speak. City Council meetings are held on the first and third Monday of each month so the request must be submitted no later than 5:00 pm on the Friday which constitutes 10 days prior. The request can be done in person, regular mail, fax or e-mail and the speaker should obtain acknowledgement of the request from the City to demonstrate that the 10 day requirement has been met. The request form may be obtained from the Office of the City Manager and on the City’s website [www.gardencity-ga.gov](http://www.gardencity-ga.gov). The request should state the name of the individual(s) desiring to be heard and the subject matter to be presented to City Council. Requests may be referred at the discretion of the City Manager, to appropriate staff for mediation prior to being placed on the public agenda. Please be advised the completion of a request form does not entitle the speaker to be added to the agenda.

## ➤ PUBLIC HEARINGS

- **PC2212, Zoning Map Amendment Request:** Receipt of public comment on a request by Bulloch Corporation, LLC to rezone 2782 Highway 80 from C-2 to I-1 for proposed use as a truck terminal.

### ***Speaking to a Public Hearing Item Protocol***

In the interests of time and to ensure fairness of all persons who appear before the City Council to speak for or against a public hearing item, speakers will be limited to three (3) minutes each to address City Council except as described herein. One speaker for the Petitioner may address the City Council for no more than 10 minutes, unless extended by the Mayor. In an effort help the City Council and the general public to better understand the issues, the Mayor may request that a City staff member address the City Council from the podium. Speakers from the general public may only speak when recognized by the Mayor during the public hearing. Speakers will be asked to come to the podium to address the City Council for three (3) minutes and they shall state their name and resident address for the record.

Speakers addressing City Council on a public hearing item should coordinate comments to respect City Council's time limits. Groups should select a spokesperson to present the major points that summarize their position and opinions. Speakers are urged to be brief and non-repetitive with their comments. Comments shall specifically address the public hearing item before the City Council, and the speaker shall maintain appropriate tone and decorum when addressing the City Council. City Council may ask questions of the applicant, speakers, or staff during these proceedings only for the purpose of clarifying information. The speaker shall not direct derogatory comments to any individual, organization, or business. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. Once the public hearing is closed on an item, there will be no further opportunity for formal or informal public input at a City Council meeting.

***PROCEDURES FOR CONDUCTING PUBLIC HEARINGS ON PROPOSED ZONING DECISIONS BEFORE  
GARDEN CITY'S MAYOR AND COUNCIL AND STANDARDS GOVERNING THE EXERCISE OF  
CITY COUNCIL'S ZONING POWER***

**Procedures for Conducting Public Hearings on Proposed Zoning Decisions:**

All public hearings conducted by the Mayor and Council on Garden City, Georgia, on proposed zoning decisions shall be conducted as follows:

- (1) All public hearings by the Mayor and Council on zoning amendments shall be chaired by the Mayor.
- (2) The Mayor shall open the hearing by stating the specific zoning amendment being considered at the public hearing and further stating that printed copies of the adopted standards governing the exercise of the Mayor and Council's zoning power and the procedures governing the hearing are available to the public.
- (3) The Director of the City's Planning and Zoning Department shall advise the Mayor and Council of the recommendation of the Planning Commission when applicable.
- (4) The Mayor shall determine the number of attendees who desire to testify or present evidence at the hearing.
- (5) When there is a large number of individuals wishing to testify at a hearing, the Mayor may invoke time limits on individual speakers. In such cases, these time limits shall apply to all speakers. Proponents, including the petitioner or the petitioner's agent requesting the zoning decision, shall have no less than ten (10) minutes for the presentation of data, evidence, and expert opinions; opponents of the proposed decision shall have an equal minimum period of time. The Mayor may grant additional time; provided, however, an equal period of time shall be granted both sides.
- (6) The petitioner requesting such zoning decision, or the applicant's agent, shall be recognized first and shall be permitted to present and explain the request for the zoning decision. Thereafter, all individuals who so desire shall be permitted to speak in favor of the zoning decision.
- (7) After all individuals have had an opportunity to speak in accordance with subparagraph (6) above, those individuals present at the public hearing who wish to speak in opposition to the requested zoning decision shall have an opportunity to speak.
- (8) The Mayor may limit repetitious comments in the interest of time and may call for a show of hands of those persons present in favor of or opposed to the proposed decision.
- (9) It shall be the duty of the Mayor to maintain decorum and to assure the public hearing on the proposed decision is conducted in a fair and orderly manner.
- (10) Once all parties have concluded their testimony, the Mayor shall adjourn the public hearing.

**Standards Governing the Exercise of The Zoning Powers of Garden City's Mayor and Council:**

Prior to making a zoning amendment, the Mayor and Council shall evaluate the merits of a proposed amendment according to the following criteria:

- (1) Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?
- (2) Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?
- (3) Could traffic created by the proposed use or other uses permissible under the zoning sought traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- (4) Will this request place irreversible limitations or cause material detriment on the area similarly zoned as it is or on future plans for it?
- (5) Is there an imminent need for the rezoning and is the property likely to be used for the use requested?
- (6) Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?

## ➤ Approval of City Council Minutes

- Consideration of July 18, 2022, Pre-Agenda Session Minutes and Council Meeting Minutes, and August 8, 2022, Workshop Synopsis.

## City Manager's Report

- Staff reports included with the agenda packet
- Updates and announcements

## ➤ ITEMS FOR CONSIDERATION

- [\*\*Ordinance, Zoning Map Amendment \(5195 Ogeechee Rd\):\*\*](#) An ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended, to rezone from a zoning classification of "C-2" to a zoning classification of "I-1" a parcel composed of the southeastern portion of Lot 37, the southern portion of lots 35 & 36, an unopened road running between the said southern portions of lots 35 & 36, and the western portions of lots 34 & 52, Silk Hope Plantation, except the northernmost fifty feet of such parcel running along and within the southern right-of-way line of Ogeechee Road which shall remain having a "C-2" zoning classification, currently owned by John Kimker III, Eric Kimker, and Joseph Kimker, and having an address of 5195 Ogeechee Road, Garden City, Georgia.
- [\*\*Ordinance, Zoning Map Amendment \(1811 & 1901 Highway 80 West\):\*\*](#) An ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended, to rezone from a zoning classification of "R-2" to a zoning classification of "C-2" two adjacent parcels located at 1811 U.S. Highway 80 West and 1901 U.S. Highway 80 West, owned by T & T Management LLC.
- [\*\*Ordinance, Flood Damage Prevention Amendment:\*\*](#) An ordinance to amend section 38-31 of the City's Flood Damage Prevention Ordinance codified in chapter 38 of the Code of Ordinances of Garden City, Georgia, as amended, relating to specific standards for manufactured homes and recreational vehicles located in special flood hazard zones designated as AE-30, AE, AH, and A (with engineered or estimated BFE).
- [\*\*Ordinance, GMEBS Plan Amendment \(COLA\):\*\*](#) An ordinance to amend the Georgia Municipal Employees Benefit System (GMEBS) defined benefit plan to establish an annual COLA to begin on September 1, 2022.
- [\*\*Resolution, GMEBS Plan Amendment \(Retiree Medical\):\*\*](#) A resolution to approve an amendment to the current GMEBS Defined Benefit Retirement Plan to provide for health and welfare benefits following retirement.
- [\*\*Resolution, Employee Medical Coverage Benefit:\*\*](#) A resolution establishing employee medical coverage benefit.
- [\*\*Resolution, Personnel Policy & Procedures Amendment:\*\*](#) A resolution amending the City's Personnel Policy and Procedure Employment Manual to permit city employees to convert accrued paid critical leave hours to cash upon retirement or termination in good standing subject to certain conditions, and implementing policy for the fiscal year 2023.

- **Resolution, GPA Water/Sewer Easement:** A resolution approving a non-exclusive easement agreement with Georgia Ports Authority, and authorizing the City Manager to sign the agreement and any other documents necessary for the conveyance of the easement.
- **Resolution, Intergovernmental Agreement with SCCPSS:** A resolution authorizing the Mayor and Council to enter into a second amended and restated intergovernmental agreement with the Board of Public Education for the City of Savannah and County of Chatham to facilitate, through the purchase of the City's land and real property improvements constituting the Garden City Stadium and Gymnasium athletic facilities, the redevelopment of the Board's Groves High School facility located on Priscilla D. Thomas Way to a multi-school campus consisting of a K-8 facility, high school, stadium, and athletic fields; and to authorize the City Manager to execute the agreement.

➤ **RECEIPT OF INFORMAL PUBLIC COMMENT:**

- **Procedure:** To best manage this meeting section, any person who desires to address the City Council must sign up using the process outlined on the website where this meeting is advertised. Once recognized by the Mayor, the person will be allowed to speak in accordance with the Informal Public Comment – Speaker Protocols outlined below.

**Informal Public Comment – Speaker Protocol**

The City of Garden City believes that any member of the general public should be afforded the opportunity to address the City Council provided that designated rules are followed by the speaker. Any member of the public who wishes to address the City Council and offer public comment on items within the City Council's jurisdiction, may do so during the Informal Public Comment period of the meeting. However, no formal action will be taken on matters that are not part of the posted agenda. Informal Public Comments are scheduled for a total of fifteen (15) minutes and each person will be limited to three (3) minutes. In order to ensure the opportunity for all those desiring to speak before the Council, there is no yielding of time to another speaker. Speakers not heard during the limited fifteen (15) minute period will be first to present their comments at the next Council meeting. The opportunity to address City Council on a topic of his/her choice shall be used by an individual only one (1) time per month. It may not be used to continue discussion on an agenda item that has already been held as a public hearing. Matters under negotiation, litigation, or related to personnel will not be discussed. If a member of the general public would like to address the City Council during the Informal Public Comment portion of the meeting, please respectfully indicate your desire to address the City Council when the Mayor solicits members of the general public to come forward and speak. You will be recognized by the Mayor and asked to come forward to the podium so that you can address the City Council in accordance with the rules outlined herein. Once the speaker has been recognized to speak, he/she will be given three (3) minutes to address the City Council. The speaker should not attempt to engage the City Council and/or Staff in a discussion/dialogue and the speaker should not ask specific questions with the expectation that an immediate answer will be provided as part of the three (3) minute time frame since that is not the intent of the Informal Public Comment period. If the speaker poses a question or makes a request of the City, the Mayor may refer the issue or request to the City Manager for follow up. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. The Mayor may rule out of order any Speaker who uses abusive or indecorous language, if the subject matter does not pertain to the City of Garden City, or if the Speaker(s) attempts to engage the City Council Members in a discussion or dialogue on issues. City Council shall not discuss non-agendized matters because it does not give the public adequate notice. Accordingly, City Council shall be limited to asking factual and clarifying questions of staff, and when appropriate, the Council may consider placing a matter on a future agenda. In addition, it is not reasonable to expect staff to respond to any of a variety of issues on which they may or may not be prepared to respond to on a moment's notice, so the City Manager may respond, or direct staff to respond at a later time.

➤ **ADJOURN**

PROCLAMATION OF “REPRESENTATIVE CARL W. GILLIARD DAY” IN GARDEN CITY, GEORGIA

State House Representative Carl W. Gilliard has been a lifetime public servant, commencing at an early age to implement programs in Garden City and the surrounding communities to help achieve economic justice and equality for all local residents, and most currently, since May 5, 2016, representing the residents of Georgia House District 162 in the Georgia State House of Representatives.

Upon returning to his hometown of Savannah in the early 1990’s after attending Morris Brown College in Atlanta, Georgia, and the New Generation School of Seminary where he earned a Doctorate of Divinity, Rep. Gilliard committed himself to activate the “strength to love” within the local community, and founded organizations such as Project Love and the Chatham County Youth Commission to stop the violence which was plaguing the community and to promote and facilitate the education of youth in the areas of personal responsibility, leadership potential, and community service.

Upon being appointed in 1995 as the President of the Georgia Coastal Southern Christian Leadership Conference, Rep. Gilliard worked as an advocate for those on the margins of society to eradicate any form of racial injustice in the local community, and to improve the quality of life of his neighbors by voicing their need for equal treatment in local public forums and by pushing for the realization of their demands for a higher level of municipal services and more recreational and cultural opportunities through both legislative and social change.

In 2009, Rep. Gilliard formed Feed the Hungry, Inc., an IRC Section 501(c)(3) charitable nonprofit organization whose mission is to feed, aid, and restore dignity to the working poor and homeless, and which has served over 1.5 million hot meals in fourteen Coastal Georgia cities since its inception. In 2011, he opened the doors of the Family Life Center which provides after-school programs, food and furniture giveaways, and nutrition classes, to the needy.

As a State Representative since May 5, 2016, Rep. Gilliard has been labelled as the “James Brown” of the Georgia General Assembly based on his reputation as one of the hardest-working legislators in Georgia, having delivered more legislation than any Democrat in the State House or Senate for the last three legislative sessions. Some of the legislation for which he has been involved include House Bill 479 repealing Georgia’s citizen arrest law, legislation protecting the parental rights of blind mothers and fathers, and House Bill 750 creating the Chatham County Legislative Gang Prevention and Intervention Commission. In addition to being the Chairman of the International Trade and Commerce Ad-Hoc Committee and serving on the Appropriations, Insurance, Transportation, State Properties, Reapportionment, and Interstate Cooperations Committees, Rep. Gilliard continues to work for the improvement of Garden City and all of its residents by offering opportunities to secure public improvement grants and to pass local legislation focused on the unique needs of the City.

While serving as both a pro-active community leader and as a State House Representative, Rep. Gilliard’s lifetime struggle for a better Garden City has earned him the respect of community and state leaders, and his compassion and humanity has earned him his neighbors’ love. His untiring efforts in doing his part to make our community a better place for all of its residents exhibits what it means to work towards one nation under God with liberty and justice for all.

On this 15<sup>th</sup> day of August, 2022, Garden City wishes to memorialize the praiseworthy and exemplary contributions and service rendered by Rep. Gilliard to the Garden City community and the State of Georgia by proclaiming this day as “Representative Carl W. Gilliard Day.” His tireless efforts and unfailing commitment to the betterment of the local Garden City community shall never be forgotten.

ADOPTED AND APPROVED IN OPEN SESSION, this 15<sup>th</sup> day of August, 2022.

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Rhonda Ferrell-Bowles, Clerk of Council

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Don Bethune, Mayor

# City of Garden City Rezoning Application



## Development Information

Development Name (If applicable)

Property Address

2782 US Highway 80

| <u>Current Zoning</u>   | <u>Proposed Zoning</u>  |
|---|---|
| C-2   | I-1   |
| <u>Current Use</u>  | <u>Proposed Use</u>   |
| Vacant Land   | Truck Terminal  |
| <u>Parcel ID</u>  | <u>Total Site Acreage</u>   |
| 60927 01042   | 5.41  |
| <u>Proposed Water Supply</u>  | <u>Proposed Sewage Disposal</u>   |
| <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private | <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private |

Describe the current use of the property you wish to rezone, including property characteristics (developed, wooded, cleared, etc.)

Vacant, cleared

Describe the use that you propose to make of the land after rezoning

Truck terminal

Describe the uses of the other property in the vicinity of the property you wish to rezone

Kelly Tours and MJW Consolidated to West, Residential and Vacant to East, Vacant to North, Industrial to South

Describe how your rezoning proposal will allow a use that is suitable in view of the uses and development of adjacent and nearby property

The uses going from this property west are heavy commercial and industrial in nature. The proposed use is in line with those uses.

Will the proposed zoning change result in a use of the property, which could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools? Describe the proposed access.

No. Property is located on a federal highway. Utility use will be minimum. There will be no impact on schools.

Please provide any additional information that you deem relevant.

The unusual shape of this property makes retail or public commercial use unlikely. Its shape, location, the fact that it is split by a canal and backs up to a train track, makes it well suited for industrial use.

# City of Garden City Rezoning Application



## Applicant Information

| Owner   |   |
|---|---|
| Name  | Address   |
| Bullock Corporation, LLC  | 415 Bonaventure Road, Savannah, GA 31404  |
| Phone   | Email   |
| 912-547-1214  | m.g.johnsonconstruction@gmail.com   |
| Nature of Ownership Interest  |   |
| Is the Owner an: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Sole Proprietor <input type="checkbox"/> Firm <input type="checkbox"/> Corporation <input type="checkbox"/> Association<br>Note: If a corporation, submit a list of officers, directors & major stockholders with name, address and title.<br>If a partnership: Submit list of all partners with name, address and title. |   |
| Engineer/Surveyor   | <input type="checkbox"/> Same as authorized agent <input checked="" type="checkbox"/> Check here to receive staff review comments via email |
| Company Name  | Contact (Individual Name)   |
| Phone   | Email   |
| Authorized Agent (Requires Authorized Agent Form)   |   |
| <input type="checkbox"/> Check here to receive staff review comments via email  |   |
| Company Name  | Contact (Individual Name)   |
| McCorkle, Johnson & McCoy, LLP  | Robert L. McCorkle, III   |
| Phone   | Email   |
| 912-232-6141  | rlm@mccorklejohnson.com   |
| Campaign Contribution   |   |
| List below the names of local government officials, Garden City City Council, to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total \$250.00 or more or to whom gifts were made having a total value of \$250.00 or more.   |   |
| Elected Official's Name   | Amount or Description of Gift   |
| N/A   |   |

I understand that I will need to attend or be represented by a duly authorized agent at the meeting of the Planning Commission and City Council and that my application cannot be approved unless I am represented.

Robert L. McCorkle, III

Print Name

Signature

3-21-22

Date

| OFFICE USE ONLY  |                 |                |  |
|--|-----------------|----------------|--|
| Received By  | Date Received   | Case Number    |  |
| Submittal Format   | Fee Amount Paid | Invoice Number |  |
| <input type="checkbox"/> Electronic <input type="checkbox"/> Paper <input type="checkbox"/> Both |                 | PC2212         |  |



## MEMORANDUM

**To:** Garden City Planning Commission & Board of Appeals  
**From:** Denise R. Grabowski, AICP, LEED AP, Planning Consultant  
**Date:** May 4, 2022  
**Re:** PC2212 – 2782 US Highway 80 West, Garden City

| <i>Application Type</i>            | <b>Zoning Map Amendment (Rezoning)</b>         |
|------------------------------------|--|
| <i>Case Number</i>                 | PC2212   |
| <i>Applicant</i>                   | Bulloch Corporation, LLC                       |
| <i>Name of Project</i>             | N/A  |
| <i>Property Address</i>            | 2782 US Highway 80 West, Garden City, GA 31406 |
| <i>Parcel ID</i>                   | 60927 01042                                    |
| <i>Area of Property</i>            | 5.41 acres                                     |
| <i>Existing Zoning</i>             | C-2 Heavy Commercial                           |
| <i>Existing Land Use</i>           | Commercial/Vacant                              |
| <i>Proposed Zoning</i>             | I-1 Industrial                                 |
| <i>Proposed Land Use</i>           | Truck Terminal                                 |
| <i>Comp Plan – Future Land Use</i> | Commercial                                     |

### GENERAL INFORMATION

*Project Description:* The applicant is proposing to develop the site for a truck terminal.

*Background / Additional Context:* The properties are located on US Highway 80 just west of the Woodlawn neighborhood. Two structures currently exist on the front of the property and the back half of the property is vacant. The property is bisected by a canal and adjacent to a rail line.

### FINDINGS

Staff has determined this application is complete and contains all required information. In conformance with the City of Garden City Zoning Ordinance Section 90-201(c), the following factors are to be considered for a rezoning request:

1. *Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?*

The property located between R-1 and C-2 zoned properties to the east and west, respectively. The property to the south (across the rail line) is zoned I-2.



2. *Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?*  
Although industrial zoning is located to the east and to the west along U.S. Highway 80, the residential core in this area is relatively intact.
3. *Could traffic created by the proposed use or other uses permissible under the zoning sought traverse established single-family neighborhoods on minor streets, leading to congestion, noise and traffic hazards?*  
Yes. The addition of truck traffic in this location may negatively impact the existing residential areas.
4. *Will this request place irreversible limitations or cause material detriment on the area similarly zoned as it is or on future plans for it?*  
This parcel is immediately adjacent to two residential properties and in close proximity to well-established neighborhoods.
5. *Is there an imminent need for the rezoning and is the property likely to be used for the use requested?*  
The property, if rezoned, would likely be viable for a truck terminal use given the growth in port-related activities and demand for truck terminals in Chatham County.
6. *Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?*  
The rezoning of this property could increase pressure on the additional C-2 properties to the west to petition for industrial zoning and could increase the pressure on residential properties to the east to transition to commercial or industrial zoning.
7. *Such other matters as the Planning Commission deems relevant.*  
The Future Land Use Map indicates this area as Commercial, which is consistent with its current zoning.

## RECOMMENDATION

**Denial** of the rezoning request from Heavy Commercial (C-2) to Industrial (I-1).

**Note:**

Approval, if granted, by the Planning Commission only constitutes the initial step in the overall process and additional requirements still must be met prior to commencement of any construction activities. The Petitioner should note that final approval of the site plan will require City staff approval of the detailed engineering plans for the project through the City's standard process and a Land Disturbance Activity (LDA) Permit must be issued prior to construction. The Petitioner should also note that final approval of the site architectural plans will require City staff approval via its standard process and a building permit must be issued before vertical construction shall commence.

PC2212



**M I N U T E S**  
**City Council Meeting**  
**Monday, July 18, 2022 – 6:00 p.m.**

**Call to Order:** Mayor Bethune called the meeting to order at approximately 6:00 p.m.

**Opening:** Councilmember Daniel gave the invocation, and Mayor Bethune led the City Council in the pledge of allegiance to the flag.

**Roll Call**

**Council Members:** Mayor Don Bethune, Mayor Pro-tem Bruce Campbell, Councilmember Marcia Daniel, Councilmember Richard Lassiter, Councilmember Natalyn Morris, and Councilmember Debbie Ruiz. Absent: Councilmember Kim Tice.

**Staff Members:** Scott Robider, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell Bowles, Finance Director/Clerk of Council; Yolanda Irizarry, HR Director; Cliff Ducey, Recreation Director; Mike Dick, Fire Chief; Captain Joe Papp, GCPD; and Chris Snider, Systems Administrator. Absent: Gil Ballard, Police Chief, and Jon Bayer, Public Works Director.

**Public Hearings**

**PC2221, Zoning Map Amendment Request:** Mayor Bethune opened the public hearing to receive public comment on a request by Donald C. Adams to rezone 2788 U.S. 80 West from C-2 to C-2/P-I-1 for proposed use as a trucking terminal. The City Manager gave an overview of the rezoning request. He stated that the Planning Commission recommended denial of the rezoning.

Don Adams, the property owner, gave an overview of his request via a PowerPoint presentation. He stated that currently, the property is used for my company, Kelly Tours. He said the truck terminal would be a backup division for my company. He stated he is requesting to rezone the back portion of the property to industrial for use as a truck terminal. He said that there would be a maximum of ten trucks entering and leaving between 6:00 a.m. and 6:00 p.m. He noted that there are wide open spaces between his property and the residential neighborhoods in the area. He said the front of the property would still be used for Kelly Tours.

Councilmember Morris said, so, these are your trucks. Mr. Adams replied yes. If something happens, the bus drivers could operate the trucks.

Councilmember Daniel said so you are adding a trucking division. Mr. Adams replied they would be my trucks and drivers.

Mayor Bethune stated that since you will be using crush and run for the ten spots for the trucks, you will need to have a plan for a retention pond due to your proximity to the canal. Mr. Adams said we went through this process a few years ago and built a retention plan.

Mayor Bethune stated I'm concerned about making this type of split zoning classification. If we approve, more and more will request this type of zoning.

Mr. Adams asked for the City Council's support for the rezoning. He encouraged the City Council to visit the property before making a decision.

After hearing comments from several speakers in favor of the rezoning, Mayor Bethune closed the public hearing. There were no speakers in opposition to the rezoning.

**PC2222, Zoning Map Amendment Request:** Mayor Bethune opened the public hearing to receive public comment on a request by Jason Ball to rezone 5195 Ogeechee Road from C-2 to C-2/P-I-1 for proposed use as a trucking terminal. The City Manager gave an overview of the rezoning request. He stated that the Planning Commission recommended approval of the rezoning.

Mr. Jason Ball stated that he represents the Kimker family. He noted that the Planning Commission recommended approval of the split zoning request. He said that the front of the property would be zoned C-2 and the back portion would be zoned P-I-1. He said the property was zoned C-2 and has always been assumed to be I-1 due to a clerical error that occurred on the zoning map, incorrectly indicating the zoning of the property as I-1. He stated that the Kimkers are developing the site for a truck terminal. The trucks and trailers would be dispatched from the proposed yard.

Mayor Bethune asked if there would be an approved deceleration lane by GDOT. Mr. Ball replied yes.

Mr. Joseph Kimker stated he is one of the three brothers involved in the project. He said that we have been paying industrial taxes since 2009. We were shocked to find out the property was zoned C-2. He stated that we need this project to go through because of financial reasons.

Councilmember Daniel stated that you could request that those taxes be refunded. Mr. Kimker noted that he was aware that he could get a refund.

Mr. Kimker stated that with the buffer, you would not be able to see it from Highway 17. He noted that the remaining property would be zoned C-2.

Mr. Gary Monroe, 100 Town Center Drive, stated that while there were factors about the clerical error on the zoning, the Planning Commission determined that this was an isolated property bordered by Savannah and Chatham County. We requested an additional 20 feet of buffer because of the commercial development.

After hearing comments from several speakers in favor of the rezoning, Mayor Bethune closed the public hearing. There were no speakers in opposition to the rezoning.

**PC2225, Zoning Map Amendment Request:** Mayor Bethune opened the public hearing to receive public comment on a request by Mark Wolverton to rezone 1811 Highway 80 and 1901 Highway 80 from R-2 to C-2 for proposed use as a residential contractor. The City Manager gave an overview of the rezoning request. He stated that the Planning Commission recommended approval of the rezoning.

A representative for T&T Management stated that they currently have 18 locations. He said that we plan to renovate the current structure on the property to use as office space, and the remaining property would be used for future storage and growth. He noted that there would be no heavy trucks unless there were a delivery. He said it would be standard-size trucks used for business. He pointed out that the service vehicles go home with the technicians. He noted that the company's logo is a giant giraffe that our owner came up with, which means "no order too tall."

After hearing comments from several speakers in favor of the rezoning, Mayor Bethune closed the public hearing. There were no speakers in opposition to the rezoning.

**City Council Minutes:** Councilmember Ruiz motioned to approve the minutes from the June 21<sup>st</sup> pre-agenda session and city council meeting, and the minutes from the July 11<sup>th</sup> called city council meeting and workshop. The motion was seconded by Councilmember Campbell and passed without opposition.

**City Manager's Updates:** The City Manager stated there are a lot of city projects going on and that he appreciated the City Council's support.

#### **Items for Consideration**

**Resolution, Major Subdivision Preliminary Plan (2450 – 2505 Dean Forest Road):** The Clerk of Council read the heading of a resolution by the Mayor and Council approving the preliminary plan for the subdivision of a 252.7-acre tract located at 2450-2505 Dean Forest Road, into eight proposed lots owned by CenterPoint Dean Forest LLC.

Councilmember Lassiter motioned to adopt the resolution. The motion was seconded by Councilmember Morris and passed without opposition.

**Resolution, Haynes Elementary School Surplus Property:** The Clerk of Council read the heading of a resolution by the Mayor and Council confirming its classification as surplus property and its intention to sell, its fee simple interest in certain property known as the Hayes Elementary School site on 5<sup>th</sup> Street in Garden City.

Councilmember Daniel motioned to adopt the resolution. The motion was seconded by Councilmember Campbell and passed without opposition.

**Resolution, Public Works Lawnmowers:** The Clerk of Council read the heading of a resolution to authorize the City Manager to sign the purchase order agreement for Andy's Lawn Machinery to sell the City two new eXmark Lazer Z, S-Series, Zero Turn, lawnmowers with a five-year warranty at the price of \$10,539 per mower.

Councilmember Lassiter motioned to adopt the resolution. The motion was seconded by Councilmember Daniel and passed without opposition.

**Informal Public Comment:** Mayor Bethune announced that no speakers signed up to address the City Council.

**Adjournment:** There being no other items to discuss, Mayor Bethune called for a motion to adjourn the meeting. Councilmember Lassiter motioned to adjourn the meeting at approximately 7:03 p.m. The motion was seconded by Councilmember Campbell and passed without opposition.

*Transcribed & submitted by: The Clerk of Council*

*Accepted & approved by: The City Council 8/15/22*

**SYNOPSIS**  
**Pre-Agenda Session**  
**Monday, July 18, 2022 – 5:30 p.m.**

**Call to Order:** Mayor Bethune called the pre-agenda session to order at approximately 5:30 p.m.

**Attendees:**

**Council Members:** Mayor Don Bethune, Mayor Pro-tem Bruce Campbell, Councilmember Marcia Daniel, Councilmember Richard Lassiter, Councilmember Natalyn Morris, and Councilmember Debbie Ruiz. Absent: Councilmember Kim Tice.

**Staff Members:** Scott Robider, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell Bowles, Finance Director/Clerk of Council; Yolanda Irizarry, HR Director; Cliff Ducey, Recreation Director; Mike Dick, Fire Chief; Captain Joe Papp, GCPD; and Chris Snider, Systems Administrator. Absent: Gil Ballard, Police Chief, and Jon Bayer, Public Works Director.

**Revenue & Expenditures Report as of June 30, 2022:** The City Manager stated that the revenue and expenditures report for June was included with the pre-agenda packet. He asked the City Council if they had any questions. There were no questions or comments regarding the financial report.

**Review of Council Agenda Items:** The City Manager provided an overview of the items on the agenda.

**Updates:** Mayor Bethune stated that Scott, Jim, and I attended the CAT meeting and are looking to expand the service in Garden City. They are getting an analysis on how much it will cost for the city to pay for the additional CAT stops.

The City Attorney said that if the city agrees to pay for the stops on Highway 21, the city will have to pay for the Rossignol Hill stops.

The City Manager said that we are the first municipality to approach CAT and are willing to pay for the service. He said that we would pay for the stops out of the city's budget, so we would have to budget for it.

Mayor Bethune stated that he felt we were finally making progress on expanding CAT service in the city.

The City Attorney stated that CAT laws are complicated and didn't know if cities could contract directly with CAT for their services. The City Attorney said this would have to be paid directly from the city's budget. The City Manager stated that he did not see a problem and that the city should be able to manage it financially.

Councilmember Daniel stated that Mr. Adams is asking to do the same thing on his property that the Kimkers are asking to do on their property. She said I don't see why one was turned down and the other approved by the Planning Commission. The City Manager stated that Mr. Adams is close to residential and the Kimkers are not.

City Attorney stated that we need to look at doing split zoning sparingly on properties.

Councilmember Lassiter stated that it had been more than two months since public works have done any work in his district. The City Manager said that we are looking at ways to help them.

Councilmember Morris stated that residents have been complaining about public works; maybe you should look at getting information on contract labor. The City Manager said we already utilize contract labor to assist public works. He stated that I am not trying to make excuses for public works; I believe in finding solutions. He stated that they have been down several positions. He said that we might need to look at changing the department's hours to 8 to 5 Monday through Friday.

Mayor Bethune said you might consider having them come in on Friday to get caught up. The City Manager noted that it is overtime when they come on Fridays.

Councilmember Lassiter asked whether we need to be approving new mowers at this time if they are short-handed.

The City Manager stated that Councilmember Lassiter and Councilmember Morris are requesting additional monies to attend GMA's upcoming fall training event. He noted that neither of them had enough funds to cover the total cost of attending the training.

Councilmember Morris stated that the money budgeted for the city council members has not all been spent, and we request to use some of that money.

The City Attorney asked the Finance Director if this was policy and if it needed to be done by a resolution.

The Finance Director stated that in the FY2022 budget, each City Council Member was allotted \$6,000 each for travel and training expenses. The City Manager recommended that Councilmembers Lassiter and Morris ask the City Council to consider increasing the amount of their travel and training allocations so they could attend the fall training.

Mayor Bethune stated that due to the time, the City Manager would contact the City Council tomorrow regarding Councilmembers Morris and Lassiter's request.

There being no other items to discuss, the City Council unanimously adjourned the pre-agenda session at approximately 5:59 p.m.

*Transcribed & submitted by: The Clerk of Council  
Accepted & approved by: The City Council 8/15/22*

## SYNOPSIS

### City Council Workshop Monday, August 8, 2022 – 2:00 p.m.

**Call to Order:** Mayor Bethune called the workshop to order at approximately 2:00 p.m.

**Attendees:** Mayor Don Bethune, Mayor Pro-tem Bruce Campbell, Councilmember Marcia Daniel, Councilmember Richard Lassiter, Councilmember Debbie Ruiz, and Councilmember Kim Tice. **Absent:** Councilmember Natalyn Morris.

**Employee Benefit Plans:** The City Manager presented an amendment to the Georgia Municipal Employee Benefits System (GMEBS) retirement plan to establish a fixed annual cost-of-living adjustment (COLA) in the amount of 2.5% for current and future retirees.

After a brief discussion, the City Council recommended staff move forward with placing the item on the August 15<sup>th</sup> council agenda for formal consideration.

The City Manager presented an amendment to the GMEBS to offer retiree medical to employees. He said the city would pay half, and the retiree would pay the other half of the premium. The retiree's portion would come directly out of their retirement benefit. He stated that this is good for retention and recruitment. He noted that other municipalities offer this benefit.

After a brief discussion, the City Council recommended staff move forward with placing the item on the August 15<sup>th</sup> council agenda for formal consideration.

The City Manager stated that he recommends the city pay the cost of the employee only portion of health insurance. He said that most other municipalities pay all on the employee. He said this would only be for the employee.

After a brief discussion, the City Council recommended staff move forward with placing the item on the August 15<sup>th</sup> council agenda for formal consideration.

The City Manager presented a critical care buyback plan to the City Council. After a brief discussion, the City Council recommended staff move forward with placing the item on the August 15<sup>th</sup> council agenda for formal consideration.

Mayor Bethune stated that he supported what the City Manager was trying to do and didn't have a problem with any of the proposed benefits.

The City Manager stated that we are maxed out on what we can do for employees. He said that this would complete the benefits package for retention and recruitment.

Councilmember Ruiz asked if the City Manager would hold a citywide meeting to inform the employees about the benefits. The City Manager stated that he would hold individual department meetings.

The City Manager stated that we are looking at not doing a 2% COLA increase next year. He said we would do a 0 to 5% merit increase instead. He stated that with all we have done for the employees, the expectations would be much higher for employees.

Mayor Bethune stated that some department heads don't want to be bad people, so they score all of their employees high. He said department heads and supervisors would need to be trained on how to evaluate employees. He noted that not everyone should be 5%.

The City Manager stated that I reviewed every evaluation. Some employees only got 1%.

Mayor Bethune stated that when I was with the City of Savannah Fire Department, we did monthly evaluations to let employees know how they were doing. Councilmember Tice said I don't know if we need to do them monthly, but at least quarterly so employees understand how they are doing. Councilmember Daniel stated that she was concerned about the politics involved. The City Manager said that he hadn't seen any of that. He noted that the departments utilize special purpose forms to track good or bad performance.

The City Manager stated that the city's new website is coming along. We are demoing the My Civic App. He said several departments are operating with skeleton crews due to employees being out with COVID and other illnesses. He said we are staffing these departments the best we can.

The City Manager stated that he had streamlined the City Council's budget review process. You will no longer be getting the summary notebooks but will now receive a memo highlighting the budget changes. He said I plan to have all the department heads attend the budget retreat instead of having them come at separate times. This way, we should be able to get it done in a couple of hours.

The City Manager stated that we are getting a lot of requests for speed bumps. He said we are implementing new things for the Planning Commission, such as getting them IPADS, uniforms, business cards, etc. He reminded the City Council about the joint planning/zoning training on August 20<sup>th</sup> from 9:00 a.m. to 12:00 p.m.

A brief discussion ensued about trains blocking the railroad crossings. The City Attorney stated that, unfortunately, we can't pass any local ordinances on how the railroad operates. Councilmember Daniel asked if we could request an overpass to go over the tracks. The City Manager said there is already a study being done.

Councilmember Lassiter asked if the workshops could be changed back to the evenings so Councilmember Morris and he could attend. Mayor Bethune replied you'll weren't attending the evening workshops. Councilmember Lassiter stated that Councilmember Morris and I work. It is hard for us to be here at 2:00 p.m. and 4:00 p.m. Councilmember Lassiter said I don't know why you can't work with us so we can attend the workshops. He said when we first started, the workshops were held at 5:30 p.m. Then they went to 4:00 p.m. and now they are at 2:00 p.m.

**Executive Session – Real Estate & Personnel:** Mayor Bethune called for a motion to enter into an executive session to discuss real estate and personnel. Councilmember Ruiz motioned to enter into an executive session. The motion was seconded by Councilmember Campbell and passed without opposition.

*Transcribed & submitted by: The Clerk of Council  
Accepted & approved by: The City Council 8/15/22*



## Garden City Fire Marshal's Office

100 Central Avenue  
Garden City, GA 31405



### REPORT TO MAYOR AND CITY COUNCIL

**TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: August 8, 2022**

**SUBJECT: *Fire Department July 2022 Report***

#### **Report in Brief**

The Fire Department Monthly Status Report includes an extensive summary of the monthly activity of the divisions within the Department. This report also provides information regarding key items of interest and/ or activities throughout the month.

The operations detail contained in this report is for the Month(s) of July 1, of 2022, and all related information is current as of July 31, 2022.

Prepared by: Michele Johnson  
Title Assistant Fire Chief

Reviewed by: Mike Dick  
Title Chief of Fire

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Scott Robider, City Manager

Attachment(s)



## Garden City Fire Marshal's Office

100 Central Avenue  
Garden City, GA 31405



### Calls for Service in July of 2022

There was a total of 239 calls for service in the month of July, 2022, for a total of 1,436 calls for service year to date.

#### ***Current month's calls included:***

#### **Incident Type:**

|                    |     |                       |    |
|--------------------|-----|-----------------------|----|
| Fire Incidents     | 9   | Good Intent           | 10 |
| First Responder    | 164 | False Alarm           | 24 |
| Vehicle Accident   | 19  | Service Call          | 9  |
| Hazardous Incident | 4   | Inspections/ Pre-Plan | 10 |
| Weather Related    | 0   | Public Education      | 2  |

### Department Activities/ Events

#### **Department Training**

In July, fire personnel reported a total of 679.25 hours of training resulting in an average of 22 hours of training per Firefighter.

GCFD hosted Fire Officer 1 class where we had nine personnel and 1 from a neighboring department pass the class.

FF Cox attended Hazmat Awareness and OPS at GPSTC Forsyth campus from July 11-15, 2022.

#### **Department Activities/Events**

GCFD continued to work on Pre plans throughout the city.

### Community Relations Activities/Events

GCFD personnel taught Heartsaver K-12 to 40 teachers and coaches for the upcoming 2022-2023 school year.



## Garden City Fire Marshal's Office

100 Central Avenue  
Garden City, GA 31405



### **Fire Marshal**

Month of July, the Fire Marshal's Office focused on closing the pending annual inspections. After the completion of Airport Road, the city will be 100% of all building inspected with 20 months since the beginning of the program. Here's the break down by Inspection Type and the Plan Reviews by project:

Annual Inspection (initial inspection): 25 RE-Inspection: 70 Certificate of Occupancy: 02 Consultation Site Visit: 06 Fire Protection Equipment Inspection: 04 Pre-Plan 10 Occupational Tax Certificate (new tenant): 06 Total number of Inspections: 123 Plan Review RUAG Office Sprinkler System 4hrs 19 Telfair Place Addition Review 6hrs Kingston Fire Alarm Plans 4hrs 4835 Old Louisville Road Building Review 6hrs Hicks Site Plan Review 4hrs 511 US Hwy 80 Building Review 3hrs Informal Plan Review Progressive Center Fire Alarm 4hrs Total of Hours: +/- 21hrs. Total Fee Collected: \$ 5,600.00

### **Looking Ahead**

- Bringing more state certified training to the City of Garden City which will be made available to surrounding municipalities and the Georgia Port Authority.
- Assisting and attending state certified classes that are offered in surrounding municipalities.
- Broadening the community outreach with continued programs such as Remembering When, community CPR classes, the smoke detector program, and Close Before you Doze.
- Pursuing various grants for department equipment.

# REPORT TO MAYOR AND CITY COUNCIL

# AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: 08-09-2022

SUBJECT: POLICE DEPARTMENT MONTHLY STATUS REPORT

## Report in Brief

The Police Department Monthly Status Report includes an extensive summary of the monthly activity of the divisions within the Department. This report also provides information regarding key items of interest and/or activities throughout the month.

The operations detail contained in this report is for the month of July 2022.

Prepared by: Jeri Varnum

Title: Executive Assistant/Accreditation Manager

Reviewed by: Gilbert C. Ballard

Title: Chief of Police

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Scott Robider, City Manager

Attachment(s)



# Police Department - July 2022 Status Report

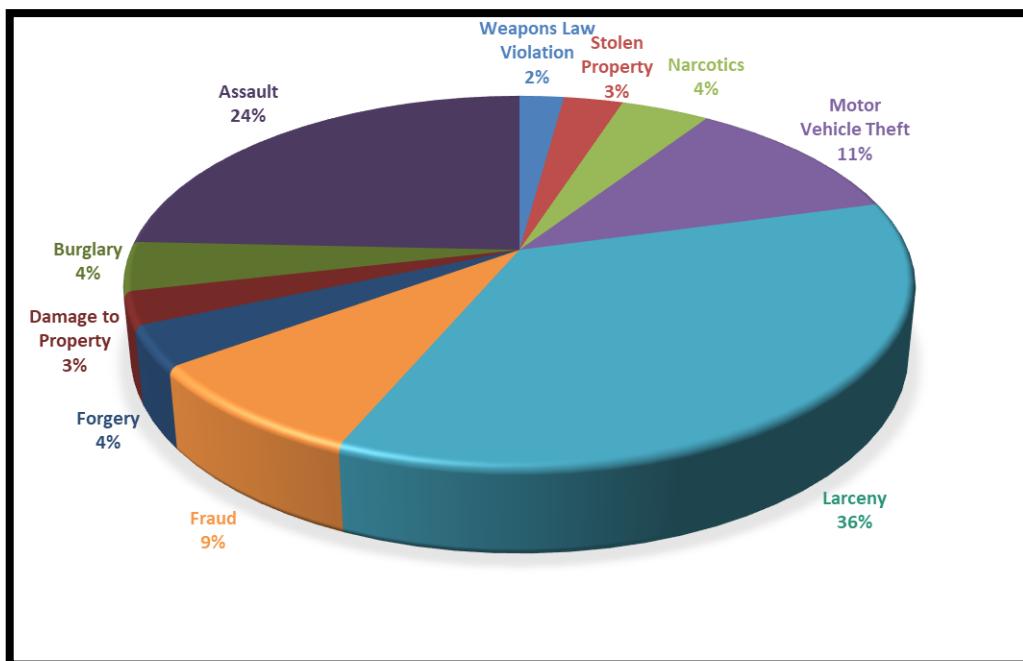
## Calls for Service

There was a total of 2,063 calls for service and self-initiated activity in the month of July 2022, for a total of 13,595 calls for service year to date.

## Adult & Juvenile Arrest/Charge Summary

Adult Arrests - 133 Juvenile Arrests - 1

| <u>Offenses</u>     |    |                   |    |  |
|---------------------|----|-------------------|----|--|
| Assault             | 34 | Burglary          | 6  |  |
| Damage to Property  | 4  | Forgery           | 5  |  |
| Fraud               | 12 | Larceny           | 50 |  |
| Motor Vehicle Theft | 16 | Narcotics         | 6  |  |
| Stolen Property     | 4  | Weapons Violation | 3  |  |

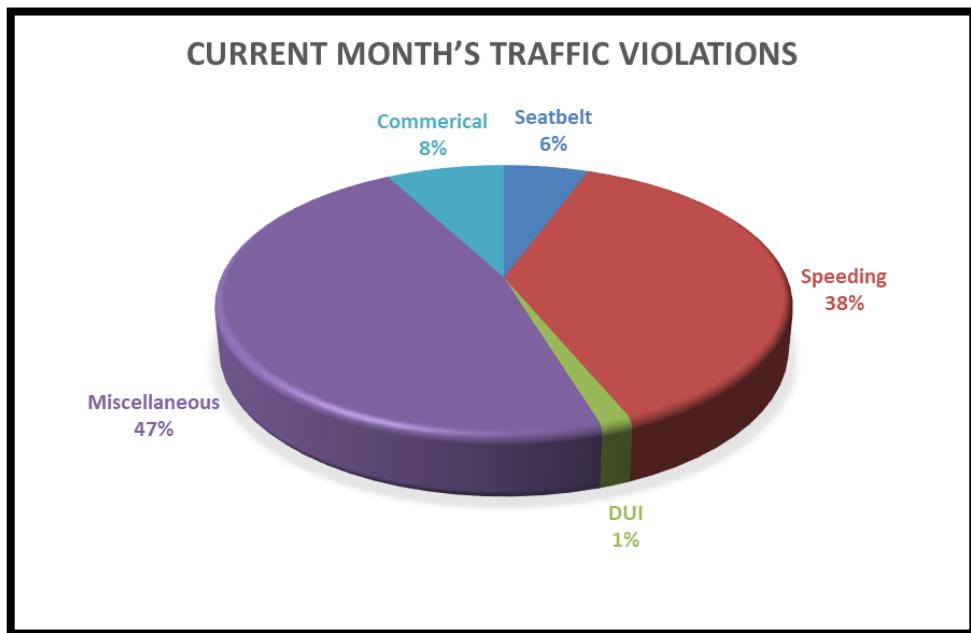


## Current Month's Top Criminal Violations by District

|                    | Daniel<br>District 1 | Ruiz<br>District 2 | Morris<br>District 3 | Lassiter, Jr.<br>District 4 | Tice<br>District 5 |
|--------------------|----------------------|--------------------|----------------------|-----------------------------|--------------------|
| Assault            | 5                    | 4                  | 9                    | 7                           | 9                  |
| Burglary           | 1                    | 2                  | 3                    | 0                           | 0                  |
| Damage to Property | 2                    | 0                  | 1                    | 1                           | 0                  |
| Forgery            | 1                    | 0                  | 0                    | 3                           | 1                  |
| Fraud              | 1                    | 6                  | 2                    | 3                           | 0                  |
| Larceny            | 7                    | 4                  | 6                    | 9                           | 24                 |
| MV Theft           | 2                    | 4                  | 5                    | 2                           | 3                  |
| Narcotics          | 4                    | 1                  | 0                    | 0                           | 1                  |
| Stolen Property    | 0                    | 1                  | 2                    | 1                           | 0                  |
| Weapons Violation  | 1                    | 0                  | 0                    | 1                           | 1                  |

**Traffic Violations** There was 1,564 traffic violations during the month of July. A total of 10,466 traffic violations for 2022.

|                                  |                         |     |                              |       |
|----------------------------------|-------------------------|-----|------------------------------|-------|
| <b>Traffic Violations Issued</b> | Speeding Violations     | 486 | Fatalities                   | 0     |
|                                  | Seat Belt Violations    | 72  | Total Citations              | 1,564 |
|                                  | DUI Citations           | 20  | Written Warnings             | 187   |
|                                  | Miscellaneous Citations | 599 | Commercial Vehicle Citations | 100   |



|                  |                          |    |                            |    |
|------------------|--------------------------|----|----------------------------|----|
| <b>Accidents</b> | Total Accident Reports   | 48 |                            |    |
|                  | Public Roadway Accidents | 68 | Private Property Accidents | 20 |

**Open Records Requests** The Garden City Records Clerk received and processed 666 Open Records requests for the month of July. A total of 3,093 Open Records Requests have been processed in 2022.

**Training** During the month of July, police personnel reported a total of 543 hours of training. Officers averaged 16 hours of training per officer. Some of the special training classes the officers attended during the month were: Field Training Officer, Crisis Intervention, Response to Active Shooter, Community Oriented Policing, Officer Safety: Clear Thinking, Intoxylizer 9000 Operator, and Intoxylizer 9000 Re-certification.

#### **Items of Interest for July 2022**

- On July 7th Garden City Police Department held a "CHAT WITH A COP" event at the Silk Hope Baptist Church.
- GCPD participated in "Operation Southern Slow Down" which focused on speed prevention and aggressive driving.
- The Police Department conducted an active shooter training at Savannah Christian Preparatory School.
- 3 new recruits started the police academy on July 5th. Their tentative graduation date is 9/23/22.

**REPORT TO MAYOR AND CITY COUNCIL****AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL      DATE: August 10, 2022**

**CT: Human Resources Department Report for July 2022**

**Report in Brief**

Attached is the Human Resources Department's Month-End Report for July.

Prepared by: Yolanda Irizarry

Title: Human Resources Director

Reviewed by: \_\_\_\_\_

Title \_\_\_\_\_

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City Manager

**Garden City**  
**Human Resources Department**  
**July Month-End Report**

**Recruitment/Positions Filled**

In addition to the continuous recruitment of Police Officers/Police Officer Recruits and Firefighters, the City has job opportunities for a Building Inspector, 1 Code Enforcement Officer, 1 Public Works Technician, and a Water and Sewer Repair Technician.

**New Hires**

The City welcomed one (1) new hire during the month of July: the individual was hired as an IT Technician.

**Promotions/Milestones**

There were no promotions during the month of July.

**Employment Terminations**

There was one (1) separation(s) from employment during the month of July (Full-time)- Firefighter.

**City Employment**

The City ended the month of July with 104 full-time employees.

## **Additional Personnel Information Including Part-Time Employees**

This report normally covers the count for full- and part-time employees. In view of the current COVID-19 pandemic, included in the count below for City employees is part-time regularly scheduled, temporary, part-time casual/summer help (persons that have other employment and work as-needed), along with full-time employees.

| July                |     |
|---------------------|-----|
| FULL-TIME ONLY:     | 104 |
| CONTRACTOR/TEMP:    | 0   |
| PART-TIME/SEASONAL: | 12  |
| PART-TIME/CASUAL:   | 7   |

## **Employee Turnover Data Per Month**

| Month     | Percent |
|-----------|---------|
| January   | 5%      |
| February  | 4%      |
| March     | 3%      |
| April     | 2%      |
| May       | 2%      |
| June      | 1%      |
| July      | 1%      |
| August    |         |
| September |         |
| October   |         |
| November  |         |
| December  |         |

**Garden City Personnel Data**  
**New Hires – 2022**

| Job Title                                      | Hire Date |
|--|-----------|
| Chief of Fire                                  | 1/1/2022  |
| Police Officer                                 | 1/18/2022 |
| Firefighter                                    | 1/24/2022 |
| Firefighter                                    | 1/31/2022 |
| Deputy Clerk of Municipal Court                | 1/31/2022 |
| Human Resources Director                       | 2/14/2022 |
| Firefighter                                    | 2/19/2022 |
| GCIC Records Clerk                             | 2/28/2022 |
| Firefighter                                    | 3/12/2022 |
| Firefighter                                    | 3/15/2022 |
| Police Officer (3)                             | 3/28/2022 |
| Senior Center Assistant Manager(PT)            | 3/28/2022 |
| Parks and Recreation Technician                | 4/25/2022 |
| IT Technician                                  | 4/25/2022 |
| Human Resources Generalist/Executive Assistant | 5/16/2022 |
| Parks and Recreation Technician                | 6/7/2022  |
| Firefighter                                    | 6/21/2022 |
| Police Officer Recruit (3)                     | 6/27/2022 |
| IT Technician                                  | 7/18/2022 |

**REPORT TO MAYOR AND CITY COUNCIL****AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**      **DATE: 8/15/22**  
**SUBJECT: *Technology Department Report for June***

**Report in Brief**

The Technology and Building Department Monthly Status Report includes a wide variety of information to inform the public and the City Council better.

Prepared by: Chris Snider  
Title              System Administrator

Attachment(s)

## **Technology Report**

- Completed Move to Office 365
- 3 New Desktop computers and 3 new laptops
- Moving from Verizon to Firstnet AT&T for all City phones and tables
- The city website upgrade has started
- Work on Garden City my civic app is ongoing

## **Building Maintenance**

- PD Evidence room Filters have been changed
-

## REPORT TO MAYOR AND CITY COUNCIL

## AGENDA ITEM

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**      **DATE:** 08/17/2022

**SUBJECT: *Public Works & Water Operations Monthly Status Report***

## **Report in Brief**

The Public Works & Water Operations Departments Monthly Status Report includes an extensive summary of the monthly activity of all divisions within the Department. This report also provides information regarding key projects and/or activities throughout the month.

The operations detail contained in this report is for the month of July and all project related information is current as of 07/31/2022.

Prepared by: Lynnette S. Hymes  
Title Executive Administrative Assistant

Reviewed by: Jon Bayer  
Title Public Works Director

C. Scott Robider, City Manager

### Attachment(s)

## Department of Public Works



**Public Works Department  
Monthly Status Report  
Summary – July 2022**

**Operations & Maintenance:**

Public Works personnel completed 22 **Resident Requests**, and 302 **Work Orders** for the month of July.

**Resident Request** – Every time a request for Public Works service is made by phone call, written request, email request, or an actual one-on-one request to a PW employee, a “**Resident Request**” is generated. This builds a computerized record of all requests made.

**Work Order** – A “**work order**” is created each time a work crew or individual is assigned a task either because of service requests, pre-planned maintenance projects, or by other situations as they arise. This produces a database of work accomplished and the time and materials it took to do the work.

**Storm Drainage:**

- Ditch/Canal Maintenance: Dug – 10,754 ft.

**Streets:**

- Routine City Street and right of way shoulder maintenance/Pothole, Asphalt Repair – Asphalt Patching on Telfair Rd and Telfair Place - \$5,586.20.

**Street Sweeping:**

- Street Sweeper Mileage – Sweeper Miles – 51.6 (Maintenance issues A/C to be repaired. Equipment ordered.)
- Signs: Multiple Knockdowns/replacements - 39 Total

**Mixed Dry Trash Collection by City and Disposal:**

- 0.00

**Trees:** Clean up fallen tree. All debris cleaned up and removed. Location: inspection of Old Louisville/Sharon Park (\$600.00), Remove 1 fallen tree. Take down 1 broken tree. All debris cleaned and removed. Location: Row 1 Leone Village (\$750.00), Take down, clean up and remove 1 dead Pinetree. Work authorized by City Marshall Benji Selph. Location: 2610 US Hwy 80 (\$1400.00). Overall total \$2,750.00.



## **Water Operations & Maintenance:**

76 Service Orders, 26 Work Orders

35.4 Million Gallons of Drinking Water for the Month of July 2022

### **Hydrant Services: 32**

### **Water Line Services: 12**

### **Located Services: 174**

### **Utility Services:**

- Meter Services: 19
- Connects: 47
- Disconnects: 45
- Delinquent Disconnects: 79

\* Maintenance Services consist of repairs made for leaks at the meter, register repairs, box or lid replacements, as well as, requested cleaning services for apartments.

## **Sewer Operations and Maintenance:**

- Gravity Main/Manhole Services: 63
- Lateral/Blockage Services: 5
- Sanitary Sewer Overflow Event: 0

## **Wastewater Treatment Plant and Water System**

### **EXECUTIVE SUMMARY**

- The treatment plant received a total of 6.35 inches of rain during the month and treated 36.1 million gallons.
- The max EFF daily flow for the treatment plant was 2.34 MGD on July 12, 2022.
- The water system withdrew a total of 35.4 MG from well facilities and purchased 0.86 MG from the Savannah Southbridge System (Town Center Water System)

## **Parks & Recreation 2022 July Report**



**Garden City Youth Football Camp July 23<sup>rd</sup> at Garden City Stadium. The youth had a lot of fun while working hard on their football skills.**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL    DATE: August 10<sup>th</sup> 2022**  
**SUBJECT: Parks & Recreation 2022 July Report**

### **Report in Brief**

The Parks & Recreation Monthly Status Report includes a summary of the monthly activities and projects of all divisions within the Department.

The operations detail contained in this report is for the Month of July 2022 and all related information is current as of July 10, 2022.

### **Parks & Recreation Department Status Report Summary - July 2022**

#### **Adult Programs Senior Center**



- During July we had an average of 36 Senior Citizens per day attended/participated in adult programs at the Senior Center.
- We served 636 Senior Center meals in July.
- On July 28<sup>th</sup> our Seniors went out to eat together at Texas Road House.
- In July overall participation continues its upward trend at the Sr. Center.
- Diabetes workshop Aug. 25<sup>th</sup> 10:30am

*Our Garden City Senior Citizens from July outing at Love's Seafood Restaurant.*

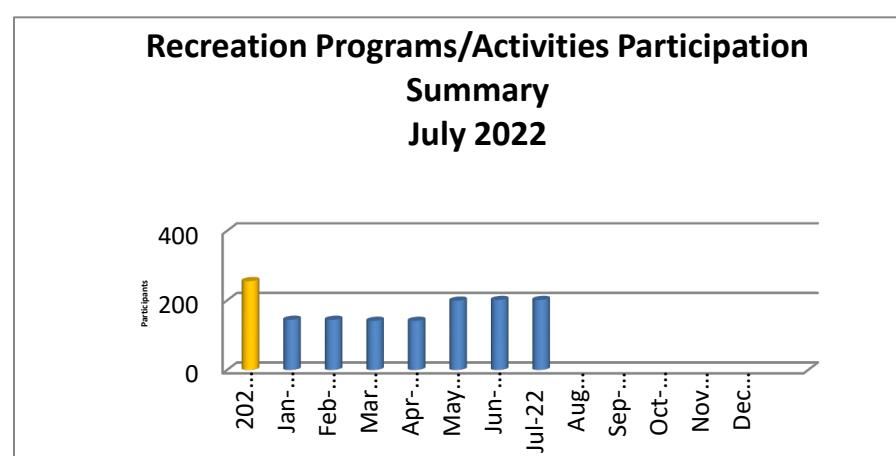
#### **Sports Programs/Activities**

During the month of July, 201 Youths participated in Garden City's Parks and Rec Youth Programs.

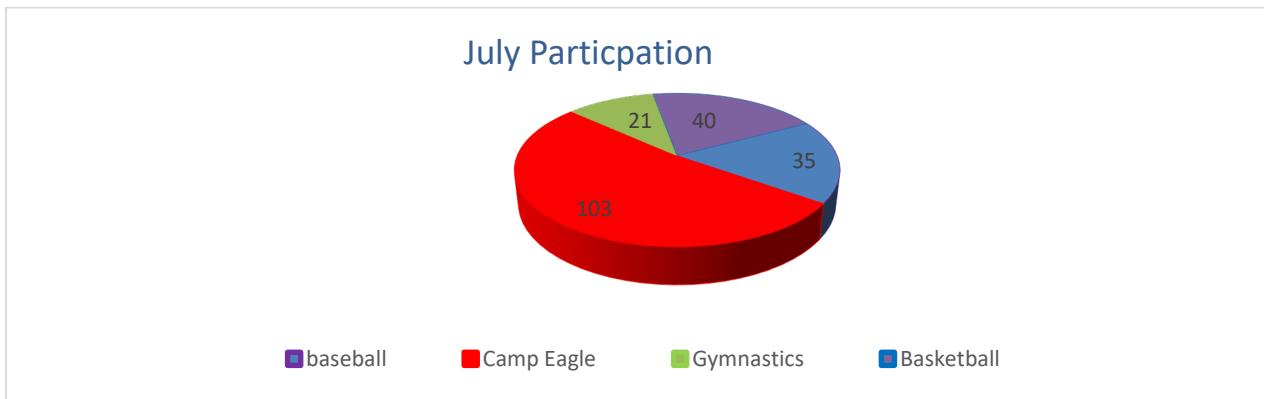
- Upcoming Sports Programs/Events .... **Garden City Youth football/ Cheerleading and Soccer (sign-ups underway for more Info (912)966-7788**



- **Cool Pool Fun at Camp Eagle Summer Day Camp July 2022**



*The graphs are visual summaries of the number of participants in Garden City's Recreation*



Prepared by: Cliff Ducey  
 Title Parks & Recreation Director

ORDINANCE 2022-\_\_

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND MAP OF GARDEN CITY, GEORGIA, AS AMENDED, TO REZONE FROM A ZONING CLASSIFICATION OF “C-2” TO A ZONING CLASSIFICATION OF “I-1” A PARCEL COMPOSED OF THE SOUTHEASTERN PORTION OF LOT 37, THE SOUTHERN PORTION OF LOTS 35 & 36, AN UNOPENED ROAD RUNNING BETWEEN THE SAID SOUTHERN PORTIONS OF LOTS 35 & 36, AND THE WESTERN PORTIONS OF LOTS 34 & 52, SILK HOPE PLANTATION, 7<sup>TH</sup> G.M. DISTRICT, GARDEN CITY, CHATHAM COUNTY, GEORGIA (CHATHAM COUNTY, GEORGIA PROPERTY IDENTIFICATION NO. 6-0990D-01-005), EXCEPTING THE NORTHERNMOST FIFTY (50’) FEET OF SUCH PARCEL RUNNING ALONG AND WITHIN THE SOUTHERN RIGHT-OF-WAY LINE OF OGEECHEE ROAD WHICH SHALL REMAIN HAVING A “C-2” ZONING CLASSIFICATION, CURRENTLY OWNED BY JOHN KIMKER III, ERIC KIMKER, AND JOSEPH KIMKER, AND HAVING AN ADDRESS OF 5195 OGEECHEE ROAD, GARDEN CITY, GEORGIA; TO REPEAL ALL PRIOR ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

Be it ordained by the Mayor and Council of Garden City, Georgia, and it is hereby ordained by the authority thereof that:

Section 1. The Zoning Ordinance and Zoning Map of Garden City, Georgia, as amended, is amended so that the following described parcel of land measuring 13.15 acres, more or less, located at 5195 Ogeechee Road, Garden City, Georgia (Chatham County Property Identification No. 6-0990D-01-005), presently owned by John Kimker, III, Eric Kimker, and Joseph Kimker, be rezoned from its present “C-2” classification to a zoning classification of “I-1” excepting the northernmost fifty (50’) feet of said parcel running along and within the southern right-of-way line of Ogeechee Road which shall remain having a “C-2” zoning classification:

All that certain lot, tract, or parcel of land situate, lying, and being in Garden City, Chatham County, Georgia, measuring 13.15 acres, more or less, shown and designated as the Southeastern Portion of Lot 37, the Southern Portion of Lot 36, an Unopened Road, the Southern Portion of Lot 35, the Western Portion of Lot 34, and the Western Portion of Lot 52, Silk Hope Plantation, 7<sup>TH</sup> G.M. District, Garden City, Chatham County, Georgia, on a plat of survey prepared for The Estate of John Kimker, Jr., by Vince Helmly, Georgia Registered Land Surveyor No. 1882, dated December 22, 2015, revised March 4, 2016, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Book 50, Page 444, said

plat being incorporated herein by reference and being made a part hereof for better determining the metes, bounds, courses and distances of the subject property.

The above-described property has been assigned a Property Identification Number of 6-0990D-01-005 by the Board of Tax Assessors for Chatham County, Georgia.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective on the date of passage.

ADOPTED this 15th day of August, 2022.

---

RHONDA FERRELL-BOWLES  
Clerk of Council

Received and Approved this 15th day of August, 2022.

---

DON BETHUNE, Mayor

Read the first time:

Read the second time and passed:

ORDINANCE 2022-\_\_\_\_\_

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND MAP OF GARDEN CITY, GEORGIA, AS AMENDED, TO REZONE FROM A ZONING CLASSIFICATION OF “R-2” TO A ZONING CLASSIFICATION OF “C-2” TWO ADJACENT PARCELS LOCATED AT 1811 U.S. HIGHWAY 80 WEST AND 1901 U.S. HIGHWAY 80 WEST IN GARDEN CITY, GEORGIA, HAVING CHATHAM COUNTY, GEORGIA, PROPERTY IDENTIFICATION NUMBERS OF 6-0827-01-002 AND 6-0827-01-001, RESPECTIVELY, OWNED BY T & T MANAGEMENT, LLC; TO REPEAL ALL PRIOR ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

Be it ordained by the Mayor and Council of Garden City, Georgia, and it is hereby ordained by the authority thereof that:

Section 1. The Zoning Ordinance and Zoning Map of Garden City, Georgia, as amended, is amended so that the following described parcels of land located at 1811 U.S. Highway 80 West, Garden City, Georgia 31408 (Chatham County, Georgia, Property Identification Number 6-0827-01-002), and 1901 U.S. Highway 80 West, Garden City, Georgia 31408 (Chatham County, Georgia, Property Identification Number 6-0827-01-001) presently owned by T & T Management, LLC, be rezoned from their present “R-2” classification to a zoning classification of “C-2”:

ALL that lot, tract or parcel of land situate, lying and being in the State of Georgia, County of Chatham, the 8th G. M. District, lying on the Southern side of U. S. Highway 80 No. 80, being the easternmost lot shown and delineated on a map or plat of survey thereof made by S. P. Kehoe, Jr., C. E., dated May 12, 1958, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Record Book I, Page 128, said lot being bounded on the North by said U.S. Highway No. 80, with a frontage thereon of 130 feet; on the East by lands now or formerly of the Central of Georgia Railway Company, with a frontage thereon of 170 feet; on the South by lands now or formerly of the Central of Georgia Railway Company, with a frontage of 130 feet; and on the West by a lot now or formerly owned by B.D. Scarboro, with a frontage thereon of 170 feet.

The above-described property and the improvements located thereon are more commonly known as 1811 U. S. Highway 80 West, Garden City, Georgia 31408, and have been assigned a Chatham County, Georgia, Property Identification Number of 6-0827-01-002 by the Board of Assessors for Chatham County, Georgia.

AND,

ALL that certain lot, tract or parcel of land situate, lying and being in the State of Georgia, County of Chatham, in the 8th G. M. District, being a portion of what is known as Beach Forest Tract, and more particularly described with reference to a plat prepared by S. P. Kehoe, Jr., Civil Engineer, dated May 12, 1958, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, Plat Record Book I, Page 128, as follows: Beginning at a point where the eastern right-of-way margin of Kelly Hill Road intersects the southern right-of-way line of the New Louisville Road (U.S. Highway Number 80) and running thence South 76°08' East for a distance of One Hundred Sixty-one (161') feet to a pipe; running thence South 13°52' West for a distance of One Hundred and Seventy (170') feet to a pipe; running thence North 76°08' West for a distance of Ninety-one and five-tenths (91.5') feet to the easterly right-of way margin of said Kelly Hill Road; running thence along said easterly right-of-way margin of said Kelly Hill Road for a distance of One Hundred Eighty-three and six-tenths (183.6') feet to the point of beginning. Said property is bounded northerly by U.S. Highway Number 80; easterly by property conveyed on May 20, 1958 from Ben D. Scarboro to Leroy Beasley; southerly by lands now or formerly of Central of Georgia Railway Company; and westerly by Kelly Hill Road.

The above-described property and the improvements located thereon are more commonly known as 1901 U.S. Highway 80 West, Garden City, Georgia 31408, and have been assigned a Chatham County, Georgia, Property Identification Number of 6-0827-01-001 by the Board of Assessors of Chatham County, Georgia.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective on the date of passage.

ADOPTED this 15th day of August, 2022.

---

RHONDA FERRELL-BOWLES  
Clerk of Council

Received and Approved this 15th day of August, 2022.

---

DON BETHUNE, Mayor

Read the first time:

Read the second time and passed:

**AN ORDINANCE TO AMEND SECTION 38-31 OF THE CITY'S FLOOD DAMAGE PREVENTION ORDINANCE CODIFIED IN CHAPTER 38 OF THE CODE OF ORDINANCES OF GARDEN CITY, GEORGIA, AS AMENDED, RELATING TO SPECIFIC STANDARDS FOR MANUFACTURED HOMES AND RECREATIONAL VEHICLES LOCATED IN SPECIAL FLOOD HAZARD ZONES DESIGNATED AS AE-30, AE, AH, AND A (WITH ENGINEERED OR ESTIMATED BFE); TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

Section 1. Section 38-31 3(b) of Chapter 38 of the Code of Ordinances of Garden City, Georgia, as amended, relating to specific standards for manufactured and recreational vehicles located in all special flood hazard zones designated as AE-30, AE, AH, & A (with engineered or estimated BFE) be amended to replace the word "or" with the word "and" between subsections (1) and (2) so as to require that all manufactured homes placed and/or substantially improved in an existing manufactured home park or subdivision be elevated so that (1) the lowest floor of the manufactured home is elevated no lower than one foot above the level of the base flood elevation, and (2) the manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 48 inches in height above grade. Said Section 38-31-3(b) as so amended shall forthwith read as follows:

"Sec. 38-31. – Specific Standards.

In all areas of special flood hazard zones designated as A1-30, AE, AH, and A (with engineered or estimated BFE), the following provisions are required:

- (3) Standards for manufactured homes and recreational vehicles. Where base flood elevation data are available:
  - b. Manufactured homes placed and/or substantially improved in an existing manufactured home park or subdivision may be elevated so that:
    1. The lowest floor of the manufactured home is elevated no lower than **one foot** above the level of the base flood elevation, and
    2. The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 48 inches in height above grade."

Section 2. If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict therewith are hereby repealed.

Section 4. This ordinance shall become effective on the date of passage.

Adopted on this 15th day of August, 2022.

---

Rhonda Ferrell-Bowles,  
Clerk of Council

RECEIVED AND APPROVED this the 15<sup>th</sup> day of August, 2022.

---

Don Bethune, Mayor

Read first time:

Read second time and approved:

**GEORGIA MUNICIPAL EMPLOYEES**  
**BENEFIT SYSTEM**

**DEFINED BENEFIT RETIREMENT PLAN**

**AN ORDINANCE  
and  
ADOPTION AGREEMENT  
for**

**City of Garden City**

**Form Volume Submitter Adoption Agreement  
Amended and Restated as of January 1, 2013  
(With Amendments Taking Effect on or Before January 1, 2017)**

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## **I. AN ORDINANCE**

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

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

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

**Ordinance continued on page 38**

## **II. GMEBS DEFINED BENEFIT RETIREMENT PLAN ADOPTION AGREEMENT**

### **1. ADMINISTRATOR**

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

### **2. ADOPTING EMPLOYER**

Name: **City of Garden City, Georgia**

### **3. GOVERNING AUTHORITY**

Name: **Mayor and Council**  
Address: **100 Central Avenue, Garden City, GA 31405**  
Phone: **(912) 966-7777**  
Facsimile: **(912) 966-7792**

### **4. PLAN REPRESENTATIVE**

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

Name: **City Manager**  
Address: **100 Central Avenue, Garden City, GA 31405**  
Phone: **(912) 966-7777**  
Facsimile: **(912) 966-7792**

## 5. PENSION COMMITTEE

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

Position: **City Manager**

Position: **Clerk of Council**

Position: **Deputy City Manager**

Position: **Finance Director**

Position: **Mayor**

Position: **Mayor Pro Tem**

Position: **President of Council**

Pension Committee Secretary: **Human Resources Director**

Address: **100 Central Avenue, Garden City, GA 31405**

Phone: **(912) 966-7777**

Facsimile: **(912) 966-7792**

## 6. TYPE OF ADOPTION

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

- This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (check one or more as applicable):
  - To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
  - To make the following amendments to the Adoption Agreement (must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): This is an amendment to establish a fixed annual cost-of-living adjustment (COLA) of 2.5% for current and future Retirees (and their Beneficiaries), effective September 1, 2022 and each September 1 thereafter (see Adoption Agreement p. 29).

## 7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit

Retirement Plan. Plan provisions designed to comply with certain provisions of the Pension Protection Act of 2006 ("PPA"); the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART"); and the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2012-76 (the 2012 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting this Adoption Agreement, with its accompanying Master Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by PPA, HEART, WRERA, and the 2012 Cumulative List with the applicable effective dates.

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

The effective date of this Plan is \_\_\_\_\_.

(insert effective date of this Adoption Agreement not earlier than January 1, 2013).

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

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be the \_\_\_\_\_ (insert effective date of this Adoption Agreement not earlier than January 1, 2013). This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on \_\_\_\_\_ (insert original effective date of preexisting plan).

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

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be August 15, 2022 (insert effective date of this Adoption Agreement not earlier than January 1, 2013).

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on May 17, 2021 (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 January 1, 1973 (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): \_\_\_\_\_.

## 9. CLASSES OF ELIGIBLE EMPLOYEES

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

### A. Eligible Regular Employees

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

- ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ALL REGULAR EMPLOYEES EXCEPT** for the following employees (must specify; specific positions are permissible; specific individuals may not be named):  
**1) The City Manager, Deputy City Manager and Planning and Economic Development Director who were employed with the City in such positions on January 1, 2012 and who had previously agreed not to participate in this Plan pursuant to a contract with the City are ineligible to participate in this Plan, retroactive to the date on which they commenced employment in such positions; and 2) Any City Manager or Deputy City Manager who is first employed in such position on or after February 20, 2012 who agrees in a contract with the City not to participate in this Plan. Notwithstanding the foregoing, effective on or after July 1, 2019, all Regular Employees, including but not limited to the City Manager in such position on or after such date, shall participate in the Plan, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below. The City Manager in such position on July 1, 2019, shall not receive credit for service with the City prior to such date unless he purchases prior service credit for such service in accordance with the Service Credit Purchase Addendum, in which case his purchased service credit shall be considered Credited Past Service under the Plan.**

### B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Master Plan's definition of "Employee" and provided they satisfy any other requirements

specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

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

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

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): Each elected or appointed member of the Governing Authority who holds an office on September 1, 1994, shall be qualified to participate in the Plan on such date. Each other elected or appointed member of the Governing Authority who holds an office subsequent to such date shall be qualified to participate in the Plan on the first day of the month immediately following or coinciding with the first date after September 1, 1994, that said elected or appointed member of the Governing Authority occupies any elective office of the Governing Authority. (Participation became mandatory effective January 1, 2003. See Section 12 of this Adoption Agreement concerning mandatory participation in the Plan.) In accordance with Section 4.03(b) of the Master Plan, an elected or appointed member of the Governing Authority who initially takes office or returns to office on or after January 1, 2015, shall be qualified to participate in the Plan on the date she said elected or appointed member of the Governing Authority initially takes such office or returns to office.

(2) **Municipal Legal Officers (check one):**

- ARE NOT eligible to participate in the Plan.
- ARE eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions (must specify - specific positions are permissible; specific individuals may not be named): The Appointed City Attorney, provided the Appointed City Attorney is not an active participant in the retirement plan of any other GMEBS member as a Municipal Legal Officer.

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)): Each Municipal Legal Officer who holds an office on May 1, 1981 shall be qualified to participate in the Plan on such date. Each other Municipal Legal Officer who holds office subsequent to such date shall be qualified to participate in the Plan on the first day of the month immediately following or coinciding with the first date after May 1, 1981, that said Municipal Legal Officer occupies such office. (Participation became mandatory effective on or after January 1, 2003, with respect to any Municipal Legal Officer who was not an active participant in the retirement plan of another GMEBS member as a Municipal Legal Officer. See Section 12 of this Adoption Agreement concerning mandatory participation in the Plan. A Municipal Legal Officer who is first employed or who becomes reemployed by the City on or after January 1, 2003 must satisfy the definition of "Employee"

as defined in Section 2.30 of the Master Plan in order to be eligible to participate in the Plan.)  
In accordance with Section 4.03(b) of the Master Plan, a Municipal Legal Officer who initially takes office or returns to office on or after January 1, 2015, shall be qualified to participate in the Plan on the date she said Municipal Legal Officer initially takes such office or returns to office.

## 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 Master Plan, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

## 12. ESTABLISHING PARTICIPATION IN THE PLAN

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

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

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

## 13. CREDITED SERVICE

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

**A. Credited Past Service with Adopting Employer**

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

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

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

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

**(2) Previously Employed, Returning to Service after Original Effective Date.** If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but he returns to Service with the Adopting Employer sometime after the Effective Date, his Service prior to the date he becomes a Participant (including any Service prior the Effective Date) shall be treated as follows (check one):

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after his return to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and

the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): Credited Past Service shall not include service as an elected or appointed member of the Governing Authority unless the Participant was serving as an elected or appointed member of the Governing Authority or Eligible Regular Employee on September 1, 1994.

Credited Past Service shall not include service as a Municipal Legal Officer unless the Participant was serving as a Municipal Legal Officer, elected or appointed member of the Governing Authority, or Eligible Regular Employee on May 1, 1981.

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

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

## **B. Prior Military Service**

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

### **(1) Credit for Prior Military Service.**

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

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

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

### **(2) Maximum Credit for Prior Military Service.**

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

**(3) Rate of Accrual for Prior Military Service.**

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

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

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

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

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

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

**C. Prior Governmental Service**

**Note:** A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Master

Plan, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Master Plan.

**(1) Credit for Prior Governmental Service.**

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

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

**(2) Definition of Prior Governmental Service.**

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

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

**(3) Maximum Credit for Prior Governmental Service.**

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

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

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

- One month of prior governmental service credit for every \_\_\_\_\_ month(s) (insert number) of Credited Service with the Adopting Employer.
- One year of prior governmental service credit for every \_\_\_\_\_ year(s) (insert number) of Credited Service with the Adopting Employer.
- All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed \_\_\_\_\_ years (insert number) of Credited Service with the Adopting Employer.

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

**(5) Payment for Prior Governmental Service Credit.**

Participants shall **not** be required to pay for governmental service credit.

Participants shall be required to pay for governmental service credit as follows:

The Participant must pay \_\_\_\_% of the actuarial cost of the service credit.

The Participant must pay an amount equal to (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.

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

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

**(1) Credit for Unused Paid Time Off.**

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

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

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

Unused paid time off shall **not** be treated as Credited Service (if checked, skip to Section 14 – Retirement Eligibility).

The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan (check one or more as applicable):

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

**(2) Minimum Service Requirement.**

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

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

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

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

**(4) Maximum Credit for Unused Paid Time Off.**

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of 6 months (insert number).

**(5) Computation of Unused Paid Time Off.**

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

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

## 14. RETIREMENT ELIGIBILITY

### A. Early Retirement Qualifications

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

- Attainment of age 55 (insert number)
- Completion of 10 years (insert number) of Total Credited Service

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

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

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

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

### B. Normal Retirement Qualifications

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

#### (1) Regular Employees

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

- Attainment of age 65 (insert number)
- Completion of 5 years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re- retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one):  all Participants  only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

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

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

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

- Attainment of age \_\_\_\_\_ (insert number)
- Completion of \_\_\_\_\_ years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re- retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**):  all Participants  only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

**(2) Elected or Appointed Members of Governing Authority**

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

- Attainment of age **65** (insert number)
- Completion of \_\_\_\_\_ years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re- retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**):  all Participants  only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

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

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

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

- Attainment of age \_\_\_\_\_ (insert number)
- Completion of \_\_\_\_\_ years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one):  all Participants  only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

#### **C. Alternative Normal Retirement Qualifications**

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

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

- (1)  Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).
- (2)  **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**
  - Attainment of age 55 (insert number)
  - Completion of 20 years (insert number) of Total Credited Service
  - In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one):  all Participants  only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

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 he satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

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

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(3)  Rule of 66 (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 is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one):  all Participants  only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): The City Manager in such position on July 1, 2019, provided he remains in such position on May 17, 2021.

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

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

(4)

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

In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**):  all Participants  only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

This alternative normal retirement benefit is available to:

All Participants who qualify.

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

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

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

(5)

**Other Alternative Normal Retirement Benefit.**

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

In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service

without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one):  all Participants  only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

This alternative normal retirement benefit is available to:

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

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

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

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

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

- In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 50 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one):  all Participants  only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

This alternative normal retirement benefit is available to:

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

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

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

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

#### **D. Disability Benefit Qualifications**

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

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

- Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- No minimum.
- \_\_\_\_\_ 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): Eligible Regular Employees who Terminate on or after October 1, 2001.
- (b) **Alternative Flat Percentage Formula.** \_\_\_\_\_% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

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

This formula applies to:

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

This formula applies to:

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

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

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

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

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

(d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$ \_\_\_\_\_ (specify amount). This definition shall apply to (check one):

All Participants who are Regular Employees.

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

**(3) Final Average Earnings**

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **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).

**\$35.00** (insert dollar amount) per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer or major fraction thereof (6 months and 1 day).

This formula applies to:

All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.

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

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

C. **Monthly Early Retirement Benefit Amount**

Check and complete one or more as applicable:

(1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Master Plan to account for early commencement of benefits. This provision shall apply to:

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

(2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:

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

### Alternative Early Retirement Reduction Table

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

\*Interpolate for whole months

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

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

#### **E. Monthly Disability Benefit Amount**

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

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

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

**Note:** The Adopting Employer is responsible for reporting to GMEBS any amounts to be used in an offset.

#### **F. Minimum/Maximum Benefit For Elected Officials**

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

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

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

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

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

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

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

- (a)  The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.

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

- (b)  The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan. However, the Participant may begin receiving benefits after he satisfies the qualifications

for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Master Plan, in accordance with Section 6.06(b)(2)(B)(i) of the Master Plan.

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

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

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

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#### **B. Cost Of Living Adjustment**

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

- (1) No cost-of-living adjustment.
- (2) Variable Annual cost-of-living adjustment not to exceed \_\_\_\_\_ % (insert percentage).
- (3) Fixed annual cost-of-living adjustment equal to 2.5% (insert percentage).

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

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

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

## 17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

### A. Eligible Regular Employees

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

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

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

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

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

Vesting Schedule for excepted class (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.

### B. Elected or Appointed Members of the Governing Authority

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

- Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- No vesting schedule (immediate vesting).
- Other vesting schedule (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)).

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## 18. PRE-RETIREMENT DEATH BENEFITS

### A. In-Service Death Benefit

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

- (1)  **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan. In order to be eligible for this benefit, a Participant must meet the following requirements (check one):
  - The Participant must be vested in a normal retirement benefit.
  - The Participant must have 5 years (insert number) of Total Credited Service.
  - The Participant must be eligible for Early or Normal Retirement.
  - Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)).

---
- (2)  **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions (check one):
  - The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Master Plan.
  - The Participant must have \_\_\_\_\_ years (insert number) of Total Credited Service.

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

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

Total Credited Service accrued prior to the date of the Participant's death.

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

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

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

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

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

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

**B. Terminated Vested Death Benefit**

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

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

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

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

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

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

## 19. EMPLOYEE CONTRIBUTIONS

**(1) Employee contributions (check one):**

- Are not required.
- Are required in the amount of \_\_\_\_\_ % (insert percentage) of Earnings for all Participants.
- Are required in the amount of 2.5% (insert percentage) of Earnings for Participants in the following classes (must specify - specific positions are permissible; specific individuals may not be named): All Eligible Regular Employees initially employed or reemployed on or after March 1, 2016.

[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)).

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## **20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT**

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

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

## **21. TERMINATION OF THE ADOPTION AGREEMENT**

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

## **22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS**

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

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

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

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

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Master Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under advisory letter J501718a dated March 30, 2018. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS advisory letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

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

On and after February 17, 2005, the Board delegates to the Practitioner the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

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

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2015-36; or
- as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

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

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

AN ORDINANCE (continued from page 1)

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

**Section 3.** The effective date of this Ordinance shall be August 15, 2022.

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

Approved by the Mayor and Council of the City of Garden City, Georgia this 15th day of August, 2022.

Attest:



City Clerk

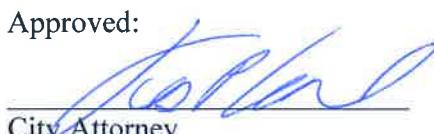
CITY OF GARDEN CITY, GEORGIA



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)

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Secretary

**SERVICE CREDIT PURCHASE  
ADDENDUM TO THE  
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM  
DEFINED BENEFIT RETIREMENT PLAN  
ADOPTION AGREEMENT**

This is an Addendum to the Adoption Agreement completed by the City of Garden City. It modifies the Adoption Agreement to provide for service credit purchases for eligible Participants in the Retirement Plan for the Employees of the City of Garden City, in accordance with and subject to the following requirements:

- (1) **Service Credit Purchase; Eligibility Requirements.** Subject to any conditions specified in Section 13.B. or 13.C. of the Adoption Agreement and in this Service Credit Purchase Addendum, Participants in this Plan who were actively employed on or after July 1, 2019, and who were serving as the City Manager as of July 1, 2019, had the opportunity to purchase credit under this Plan for service with the City of Garden City, Georgia prior to July 1, 2019, provided that such service is not otherwise creditable under this Plan. The purchase of prior service credit was permitted but not required under this Plan. Such purchases were allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance that the Pension Committee Secretary or GMEBS deem appropriate.
- (2) **Use of Purchased Service Credit.** Subject to any conditions or limitations provided in this Addendum, service credit purchased hereunder will be counted as Credited Service for purposes of (check all that apply):
  - computing the amount of benefits payable under the Plan;
  - meeting the minimum service requirements for vesting under the Plan;
  - meeting the minimum service requirements for benefit eligibility under the Plan.

(3) **Application to Purchase Service Credit.** A Participant who met the eligibility requirements specified in paragraph (1) above and who wished to purchase eligible service credit as described in paragraph (1) above were able to apply for such purchase by completing and submitting to the Pension Committee Secretary an application form provided for that purpose. Participants were responsible for providing the Pension Committee Secretary with any information or documentation that the Pension Committee Secretary deemed necessary to establish that the Participant's service was eligible for purchase under paragraph (1) above.

(4) **Window Period for Application.** In order to purchase service credit, eligible Participants must have submit the service credit purchase application during the period of July 1, 2019 through August 31, 2019. If a Participant did not submit a completed application to purchase service credit within the designated window period, the Participant was not permitted to purchase service credit. As a precondition for approval of his or her application, the Participant was responsible for providing the Pension Committee Secretary with any additional information or documentation that the Pension Committee Secretary deemed necessary to establish that the Participant's service was eligible for purchase under paragraph (1) above. Notwithstanding any provision herein to the contrary, no Participant was permitted to apply for or purchase prior service credit after his or her termination of employment.

(5) **Review by Pension Committee Secretary.** Within a reasonable period of time after the end of the application period, the Pension Committee Secretary reviewed the Participant's application to purchase service credit and determined whether the application should be accepted. Upon approval of an application by the Pension Committee Secretary, the Pension Committee Secretary certified on the application the number of years and months of prior service that were eligible for purchase under paragraph (1) above.

(6) **Fee for Cost Study.** As a precondition for approval of the application to purchase service credit, and prior to the commencement of any cost study, Participants may be required by the Employer to pay all or a portion of the GMEBS actuarial cost study fee(s) associated with determining the cost to purchase the Participant's eligible service credit.

Any portion of the fee that the Participant is not required to pay were paid by the Employer.

(7) **Actuarial Study to Determine Cost of Purchase.** In the event that a cost study was not undertaken prior to the Participant's submission of a completed application to purchase service credit, if the Participant's application to purchase is approved by the Pension Committee Secretary, a cost study was undertaken as soon as reasonably practicable after the application was approved, in order to determine the actuarial cost relating to the Participant's prior service that is eligible for purchase.

(8) **Lump Sum Payment Required Within 120 Days.** Upon completion of the cost study, the Pension Committee Secretary notified the Participant of the lump sum amount required to purchase prior service credit, as reflected in the cost study. Within 120 days of receiving this notice or of receiving notice of the Pension Committee's approval of the Participant's application to purchase service credit, whichever is later, the Participant shall remit said lump sum amount in the form and manner required by paragraphs (9)-(11) below, the Pension Committee Secretary, and GMEBS. The Participant may remit less than the full lump amount necessary to purchase all of the prior service credit which is eligible for purchase, in which case the percentage of service credit awarded will be equal to the percentage of the full amount remitted; provided, however, that if a Participant purchases less than the full amount of service credit that is eligible for purchase, he or she must purchase such prior service credit in full-year (12 month) increments. The Pension Committee Secretary shall have the authority to extend the 120-day time period for payment of lump sum amounts required to purchase service credit if, for reasons outside the control of the Participant, payment cannot be made within the 120-day period. However, the time limit for payment will not be extended any later than 120 additional days and in no event may a Participant make such payment after his or her termination of employment.

(9) **Method of Payment.** To the extent permitted by the Internal Revenue Code and regulations issued thereunder, the lump sum amount referred to in paragraph (8) above may be paid via one or more of the following sources: (1) a direct trustee-to-trustee transfer from a 401(a) qualified retirement plan, a governmental 457(b) deferred compensation plan or

a 403(b) tax sheltered annuity; (2) a qualified rollover from a governmental 457(b) plan, 403(b) tax-sheltered annuity plan, 401(a) qualified plan, 403(a) annuity plan, or a 408(a) or 408(b) individual retirement account or annuity (traditional IRA); or (3) a lump sum contribution of after-tax funds. Participants shall be solely responsible for effecting the payment referred to herein. Participants will not be permitted to purchase credit via payroll deduction.

(10) **Limitation on Amount of Lump Sum Payment.** If the lump sum amount referred to in paragraph (8) is paid via any method other than as described under paragraph (9)(1) or (9)(2) above, then the Participant shall not be permitted to contribute to the Plan in any calendar year an amount which exceeds any applicable limit specified in Internal Revenue Code Section 415.

(11) **IRC 415, Other Limitations.** Notwithstanding any other provision of the Adoption Agreement or this Addendum to the contrary, the Plan will not accept and shall return without interest any contribution or portion of a contribution made to purchase service credit if such contribution would result in a violation of the applicable limitations established under Internal Revenue Code Section 415(b), (c), or (n) or any other provision of law or the Plan, or if it is later determined that the Participant's prior service is not eligible for purchase, and any prior service credit attributable to said contribution or portion of a contribution will be forfeited.

(12) **Return of Contributions.** Contributions made to purchase prior service credit shall be used to fund retirement and death benefits payable under the Plan relating to such credit. Contributions shall not otherwise be refundable to the Participant or any other person, except as otherwise provided in this paragraph (12) or in Section 13.06 or 18.04 of the Master Plan Document (concerning failure to exhaust or termination of the Plan, respectively). Participants (check one):

- will not be permitted to withdraw contributions made to purchase prior service credit upon termination of employment (Participants must be vested to purchase prior service credit).**
- will not be permitted to withdraw contributions made to purchase prior service credit upon termination of employment, unless they**

**are not vested upon termination (Participants are not required to be vested to purchase prior service credit).**

- will be permitted to withdraw contributions made to purchase service credit upon termination of employment, subject to the provisions of Section 13.03(c) of the Master Plan Document concerning the effect of withdrawal. For purposes of determining the amount of any refund of contributions made to purchase service credit, said contributions shall be credited with Interest as defined in Section 2.39 of the Master Plan, subject to any limitations on the crediting of interest in Section 13.03(c) of the Master Plan Document.**
- will be permitted to withdraw contributions made to purchase service credit upon termination of employment, subject to the following conditions for repayment (must describe):**

---

**Note: Partial withdrawal of employee contributions is not permitted. If the Participant withdraws contributions made to purchase service credit, the Participant will forfeit any and all service credit and/or benefits attributable to such purchase for all purposes.**

(13) **Repayment Upon Reemployment.** If the Participant returns to employment with the Employer after having withdrawn his contributions made to purchase prior service credit, the Participant (check one):

- not applicable (withdrawal not permitted).**
- will not be permitted to re-purchase said service credit upon reemployment.**
- will be permitted to re-purchase said service credit upon reemployment, based on the actuarial cost of such service credit, taking into account the additional actuarial cost of any benefit enhancements adopted prior to reemployment pursuant to paragraph (14) below, provided that the Participant makes application for such re-purchase within [insert time limit] after reemployment and provided the Participant effects payment for such re-purchase in**

accordance with and subject to the provisions of this Addendum within [insert time limit] after the application is approved.

- will be permitted to re-purchase said service credit upon reemployment, subject to the following conditions for repayment (must describe other repayment method): See Section 13.03 of the Master Plan concerning repayment of withdrawn Employee Contributions.

(14) **Definition of Actuarial Cost.** The cost to purchase qualifying prior service credit shall be determined based upon the actuarial cost of said prior service credit. In applying the provisions of the Adoption Agreement and this Service Credit Purchase Addendum, the term "actuarial cost of prior service credit" means:

- the actuarial accrued liability relating to such prior service as determined by the GMEBS actuary and calculated using the actuarial assumptions and methods established for this purpose in the funding policy adopted by the GMEBS Board of Trustees.
- Other (must specify other method of determining actuarial cost for this purpose): \_\_\_\_\_.

The terms of the foregoing Service Credit Purchase Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Garden City, Georgia this 15th day of August, 2022.

Attest:

  
\_\_\_\_\_  
City Clerk

CITY OF GARDEN CITY,

  
\_\_\_\_\_  
Mayor

(SEAL)

Approved:

  
\_\_\_\_\_  
City Attorney

The terms of the foregoing Service Credit Purchase Addendum are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.

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

Board of Trustees  
Georgia Municipal Employees  
Benefit System

(SEAL)

\_\_\_\_\_  
Secretary

**GENERAL ADDENDUM TO THE  
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM  
DEFINED BENEFIT RETIREMENT PLAN  
ADOPTION AGREEMENT**

This is an Addendum to the Adoption Agreement completed by the City of Garden City, Georgia, as follows (complete one or more sections, as applicable):

**\*\*\* Items (1) through (14) of General Addendum – Not Applicable \*\*\***

**(15) Other (may include, but shall not be limited to, provisions relating to Master Plan Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01 and 9.02):**

**(a) Effect of Refund of Contributions; Eligible Regular Employees Initially Employed Prior to March 1, 2016, Who Are Reemployed on or after March 1, 2016.** This Section applies only to an Eligible Regular Employee who was initially employed prior to March 1, 2016, and becomes reemployed on or after March 1, 2016. If, upon such a Participant's Termination of employment following reemployment on or after March 1, 2016, the Participant withdraws the Participant's Employee Contributions pursuant to Section 13.03 of the Master Plan, the Participant shall forfeit for the Participant and the Participant's heirs and assigns all rights, title, and interest in the Plan with respect to Service on or after the date of the Participant's reemployment occurring on or after March 1, 2016, and such Service will not be taken into account for purposes of computing the amount of any benefit payable or for purposes of meeting the minimum service requirements for Vesting or benefit eligibility under the Plan, unless said Participant's Service following reemployment on or after March 1, 2016 is reinstated pursuant to subsection 13.03(d) of the Master Plan. In addition, the amount of any benefit payable for Credited Service prior to the date of the Participant's most recent Termination occurring prior to the Participant's reemployment on or after March 1, 2016, shall be determined in accordance with the terms of the Plan in effect as of the date of such Termination, unless said Participant's Service following reemployment on or after March 1, 2016, is reinstated pursuant to subsection 13.03(d) of the Master Plan.

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Garden City, Georgia this 15th day of August, 2022.

Attest:



City Clerk

CITY OF GARDEN CITY, GEORGIA



Mayor

(SEAL)

Approved:

  
\_\_\_\_\_  
City Attorney

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

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

Board of Trustees  
Georgia Municipal Employees  
Benefit System

(SEAL)

\_\_\_\_\_  
Secretary

**No guaranty that payments or reimbursements to employees, former employees, or retirees will be tax free:**  
The Trust has obtained a private letter ruling from the Internal Revenue Service concerning only the federal tax treatment of the Trust's income. That ruling may not be cited or relied upon by the Participating Employer whatsoever as precedent concerning any matter relating to the Participating Employer's health plan(s) (including post-retirement health plans). In particular, that ruling has no effect on whether payments from the Participating Employer's health plans (including reimbursements of medical expenses) are excludable from the gross income of employees, former employees or retirees, under the Internal Revenue Code. The federal income tax consequences to employees, former employees and retirees depend on the terms and operation of the Participating Employer's health plan(s).

## **OPEB LIABILITY ANNUAL VALUATION AND REPORTING SERVICES & GMEBS OPEB TRUST**

### **ORDINANCE/RESOLUTION AND PARTICIPATION AGREEMENT**

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#### **CITY OF GARDEN CITY** [Participating Employer]

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

## ORDINANCE/RESOLUTION

WHEREAS, the city of Garden City, Georgia (hereinafter referred to as the "Participating Employer") has determined that it is in its best interest to receive discounted annual Governmental Accounting Standards Board ("GASB") Statement No. 75 valuation and reporting services from the independent actuarial firm that provides actuarial services to the Georgia Municipal Employees Benefits System ("GMEBS") and take all actions required for the Participating Employer to be able to prefund any portion of the post-employment benefits other than pension ("OPEB") liabilities reported in the GASB 75 report by making contributions to the GMEBS OPEB Trust; and

WHEREAS, Mayor and Council ("Governing Authority") is authorized by law to adopt this Ordinance/Resolution approving the annual purchase of discounted GASB 75 reporting actuarial services from the GMEBS Actuary; and

WHEREAS, the Participating Employer has reviewed the GMEBS OPEB Trust Agreement ("Trust") effective as of July 1, 2007, which Trust is intended to be a tax-exempt trust established under Internal Revenue Code Section 115 and an irrevocable trust under applicable laws of the State of Georgia and GASB; and WHEREAS, the Participating Employer is an Eligible Employer as defined in the Trust; and

WHEREAS, the Governing Authority is authorized by law to adopt this Ordinance/Resolution approving participation in the Trust on behalf of the Participating Employer, which participation will start when the Participating Employer first makes a contribution to the Trust and becomes a Participating and Contributing Employer;

THEREFORE, the Governing Authority of the Participating Employer hereby ordains/resolves:

Section 1. The Participating Employer adopts the attached Participation Agreement, which is attached hereto and made a part of this Ordinance/Resolution, effective as of the effective date of this Ordinance/Resolution.

Section 2. The Participating Employer acknowledges that all actuarial services purchased at discounted rates pursuant to the attached Participation Agreement shall be provided exclusively by the independent actuarial firm that provides actuarial services for GMEBS, and neither the Board of Trustees of GMEBS ("Trustees") nor Georgia Municipal Association, Program Administrator for GMEBS nor the custodian of the Trust assets, nor any of their respective officers or employees, perform any actuarial, legal, accounting, or tax services for the Participating Employer as a result of the Participation Agreement.

Section 3. The Participating Employer adopts the Trust effective on the date of its first contribution to the Trust, at which time it will become a Contributing Employer as defined in the Trust.

Section 4. The Participating Employer acknowledges that the Trustees are responsible only for providing a funding vehicle as set forth in the Trust and have no

responsibility for the adequacy of the contribution amounts chosen by the Participating Employer or for the benefits disbursed to or by the Participating Employer.

Section 5. The Participating Employer adopts the Participation Agreement, which is attached hereto and made a part of this Ordinance/Resolution. The Participating Employer may discontinue participation as set forth in the Participation Agreement. However, once a contribution to the Trust is made, the Trust's provisions related to termination apply.

Section 6. The Participating Employer agrees that all benefit disbursements from the Trust will be solely used to provide health and welfare benefits to eligible retirees, and other eligible former employees, and any eligible spouses or dependents, and in accord with the requirements of GASB 75 and Sections 79, 104, 105, and 106 of the Internal Revenue Code. The Participating Employer is responsible for determining the tax status of all disbursements made to or on behalf of eligible recipients and for performing any tax reporting obligations resulting from such disbursements.

Section 7. The following apply on or after the date of the Participating Employer's first contribution to the Trust:

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

(b) The Participating Employer accepts the administrative services to be provided by the Georgia Municipal Association ("GMA") as Program Administrator for the Trust, and T acknowledges that a licensing fee and other fees related to the Trust administration services provided by GMA or any other third-party service provider will be imposed, and that such fees may be deducted from its trust sub-account and/or may be billed directly to the Participating Employer.

(c) The Participating Employer hereby authorizes the Trustees and the GMA, the Program Administrator for the Trust, to act on its behalf in all matters involving the Trust.

Section 8. This Ordinance/Resolution and the Participation Agreement shall be submitted to the Trustees for their approval. The Trustees may refuse to approve a Participation Agreement by an employer that does not have state statutory authority to participate in the Trust, or is not an eligible entity under Code Section 115. The Governing Authority hereby acknowledges that it is responsible to assure that this Ordinance/Resolution and the Participation Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on August 15, 2022, in accordance with applicable law.

By:   
Signature

Don Bethune, Mayor  
Name and Title

Attest: Rhonda Ferrell-Bowles, Clerk of Council  
Date: August 15, 2022

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

**PARTICIPATION AGREEMENT**

**OPEB LIABILITY ANNUAL VALUATION AND REPORTING SERVICES**  
**&**  
**GMEBS OPEB TRUST**

**GMEBS PROGRAM ADMINISTRATOR**

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

**PARTICIPATING EMPLOYER**

Name: City of Garden City

**GOVERNING AUTHORITY**

Name: City of Garden City

Address: 100 Central Avenue, Garden City, GA 31405

Phone: 912-966-7777

Facsimile: 912-966-7792

Title of Person Authorized to receive Official Notices about OPEB Liability Annual Valuation and Reporting Services ("Actuarial Services") or Trust administration from the Trust or GMA:

|  |   |
|--|---|
| <input type="checkbox"/> Mayor                               | <input type="checkbox"/> City Manager/Administrator |
| <input type="checkbox"/> City Clerk                          | <input type="checkbox"/> Finance Director           |
| <input checked="" type="checkbox"/> Human Resources Director | <input type="checkbox"/> Other: _____               |

E-mail: yirizarry@gardencity-ga.gov

Title of Person Authorized to Make Irrevocable Contributions to the Trust:

|                                |  |
|--------------------------------|--|
| <input type="checkbox"/> Mayor | <input checked="" type="checkbox"/> City Manager/Administrator |
|--------------------------------|--|

City Clerk  
 Human Resources Director  
E-mail: \_\_\_\_\_

Finance Director  
 Other: \_\_\_\_\_

Title of Person Authorized to Request Disbursements from the Trust:

Mayor  
 City Clerk  
 Human Resources Director  
E-mail: [yirizarry@gardencity-ga.gov](mailto:yirizarry@gardencity-ga.gov)

City Manager/Administrator  
 Finance Director  
 Other: [rhonda@gardencity-ga.gov](mailto:rhonda@gardencity-ga.gov)

## TYPE OF ADOPTION AND EFFECTIVE DATE

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

This is a new Participation Agreement adopted by the Participating Employer effective \_\_\_\_\_, 20\_\_\_\_.

This is an amendment of the current Participation Agreement. The effective date of this amended Participation Agreement is August 15, 2022. This Participation Agreement is intended to replace and serve as an amendment of the Employer's Participation Agreement that became effective \_\_\_\_\_, 20\_\_\_\_ [insert date]. This amendment makes the following change(s) to the Participation Agreement (describe): \_\_\_\_\_.

1. Available Health and Welfare Benefits Following Retirement (Other than Through COBRA or as a Result of Termination Benefits) (check all that apply):

Medical

Prescription Drug

Dental

Vision

Hearing

Life

Disability

Long-Term Care

Other \_\_\_\_\_

The Participating Employer agrees that no disbursements will be made from the Trust Fund except for the payment of post-employment "Health and Welfare Benefit(s)," as defined in Section 1.01 of the GMEBS OPEB Trust, and associated reasonable expenses.

## ACTUARIAL SERVICES

### Acknowledgement

The Participating Employer acknowledges that GMEBS has contracted with the independent actuary who provides actuarial services for the GMEBS Defined Benefit Retirement Plan ("GMEBS Actuary" or "Actuary") to provide annual GASB 75 valuation and reporting services at a discounted rate to employers that have adopted this Participation Agreement. The amount of the discount varies depending upon how much required information is already maintained by the Actuary or by the GMEBS Program Administrator due to the Participating Employer's participation in other GMEBS benefits. The

Participating Employer agrees that the terms and conditions contained in this Participation Agreement and the Ordinance/Resolution adopting this Participation Agreement will govern the provision of said services. The Participating Employer agrees to cooperate with the Actuary and to fulfill its responsibilities as outlined in this Participation Agreement. The Trustees, custodian of Trust assets, and Program Administrator do not perform any actuarial services and shall not be responsible for the accuracy of the GASB 75 valuation or report or the analysis provided by the Actuary or for the adequacy of the recommended contributions to properly pre-fund OPEB liabilities.

#### **Scope of Services – Annual OPEB Valuation**

Subject to the terms and conditions contained in this Participation Agreement, the Actuary will perform an annual actuarial valuation for each Participating Employer. The valuation report will be completed in accordance with generally accepted actuarial principles and practices. At a minimum, the valuation report will include the following information:

- 1) an executive summary of the valuation;
- 2) a statement by the Senior Supervising Actuary (who is a Member of the American Academy of Actuaries and an Enrolled Actuary) that the valuation report has been completed in accordance with generally accepted actuarial principles and practices, and that in his or her opinion, the actuarial assumptions used are reasonably related to the experience of and the expectations for the participating employer's plan;
- 3) a description of actuarial assumptions, cost methods and procedures used to value the OPEB liabilities;
- 4) the Actuarially Determined Contribution (ADC), expressed as a dollar amount and as a percentage of covered payroll (split between normal cost and unfunded actuarial liability components), a comparison with prior year's ADC and percentage of payroll amount and a comparison with the prior year's ADC;
- 5) valuation of present assets and liabilities, including normal cost, market value of assets, actuarial value of assets, actuarial accrued liability, unfunded (or over-funded) actuarial accrued liability and present value of future normal costs;
- 6) a summary of actuarial experience for the year, including net gain/loss from investments, net gain/loss from other experience, market and actuarial rates of return and a summary statement of income and expenses;
- 7) GASB 74/75 required information including, but not limited to, comparison of required contributions versus actual contributions, funded ratio, schedule of employer contributions, sensitivities to changes in discount rates and trend, description of the development of the discount rate, development of the Net OPEB Liability, Schedule of Changes in the Net OPEB Liability, Schedule of Deferred Inflows and Outflows, and Annual OPEB Expense;
- 8) demographic data, including number of retired participants and beneficiaries, number of terminated vested participants, number of active participants, total payroll and reconciliation of participant data with prior year's results;
- 9) a summary of the Participating Employer's plan provisions, including an explanation of any changes in plan benefits since the last valuation;
- 10) a glossary of terms used in the valuation report.

Some Required Supplementary Information for GASB 75 purposes with regard to the administration of the plan/s will need to be collected by the Participating Employer and its auditors.

The Actuary will provide three bound originals (upon request) and one electronic copy of the actuarial valuation report for the Participating Employer. At the discretion of GMA, Program Administrator for GMEBS, this report may be delivered to GMA, which will then deliver it to the Participating Employer,

or it may be delivered directly to the Participating Employer by the Actuary. If delivered directly to the Participating Employer, the Actuary also will provide one electronic copy of the actuarial valuation report to GMA.

The Actuary may perform additional consulting services associated with Other Postemployment Benefits (OPEB), upon the written request of the Participating Employer submitted to GMEBS. There may be additional fees associated with the provision of such services that will be billed directly to the Participating Employer (see "Fees" below).

#### **Responsibilities of Participating Employer**

It is the responsibility of the Participating Employer to furnish to the Actuary the name(s) of the OPEB plan(s) to be examined, plan provisions, financial data, participant data, total claims and premium data, and other information necessary to complete the annual actuarial valuation, as requested by the Actuary. Data will be submitted by the Participating Employer in a format that is acceptable to the Actuary. All data requested by the Actuary will be provided by the Participating Employer on a timely basis and in an accurate and complete format, as determined by the Actuary. If the data is not presented in an acceptable format, additional fees or processing time may be assessed to the Participating Employer as necessary to convert and/or reconcile data that contains errors, duplicate records, or missing information.

The Participating Employer is responsible to document all plan provisions to be included in the Actuary's review and valuation. The Participating Employer must provide a copy of all relevant plan documents for review by the actuary.

Although it is the Participating Employer's responsibility to provide all necessary documentation to the Actuary, if the Participating Employer participates in GMEBS Defined Benefit Retirement Plan, the Actuary already has certain information he or she needs to perform the valuation and reporting services. The Participating Employer acknowledges that the Actuary will use any information related to the GMEBS Defined Benefit Retirement Plan that it has in its custody as it deems appropriate for performing the actuarial services. Such information includes, but is not limited to:

- For each GMEBS Defined Benefit Retirement Plan participant - name, social security number, date of birth, date of hire, salary, retirement plan status, years of service, and special position codes.

Likewise, GMA, Program Administrator for the GMEBS Life & Health Fund, maintains certain information necessary for the valuation and reporting services if the Participating Employer offers the GMEBS Health and Dental Plan or life insurance plan to retirees. In that case, a request for actuarial services through this Participation Agreement includes a request for GMA to securely transmit enrollment information that could be provided directly to the Participating Employer under applicable law directly to the Actuary on behalf of the Participating Employer. It also includes a request for GMA to provide plan design information to the Actuary. This information is necessary for the Actuary to value OPEB liabilities associated with the GMEBS Health and Dental Plan and the fully-insured life insurance plans offered through GMEBS, and includes the following:

- Retiree census (retirees enrolled in health plan or in life insurance plan) as of the valuation date. Census includes the name, social security number, gender, date of birth, plan and tier of coverage, spouse's date of birth and gender if covered under the plan, and indication of whether a spouse is a surviving spouse.
- Enrollment by coverage tier for active employees and retirees for each plan as of the valuation date.

- Benefit Summary Documents or booklets and/or Summaries of Benefits Coverage for all plans effective on the valuation date. All notices to participants and /or summaries of material modifications that were sent after the prior valuation date, and a description of all plan changes that came into effect after the prior valuation date or are expected to take effect after the valuation date.

The Actuary is bound by contract and applicable law to maintain the privacy and security of the individually identifiable information it collects in order to perform the OPEB valuation and reporting services. GMA protects the information described above in accordance with the same GMA information privacy and security policies and procedures that apply to all individually identifiable GMEBS information.

#### **Involvement of Program Administrator.**

GMA, Program Administrator for GMEBS, has no responsibility for providing any information to the Actuary other than the information described above. GMA has no responsibility for reviewing the actuarial services report except as described below, and provides no actuarial services to the Participating Employer. GMA may, but is not required to, provide assistance to the Participating Employer by obtaining quotes for the discounted actuarial services, billing for the services, transmitting payment to the Actuary, and delivering the reports. GMA will maintain valuation reports in its records as it deems appropriate and use and disclose them as necessary for internal recordkeeping, GMEBS accounting and reporting, Trust accounting and reporting, and for purposes of responding to requests by the Participating Employer's auditor.

#### **Fees**

Annually the cost of the valuation or interim valuation will be presented to the Participating Employer for approval, based on a fee schedule agreed upon with GMEBS. The Participating Employer agrees to remit payment for actuarial services when due.

#### **Change of Circumstances**

The Participating Employer acknowledges and agrees that the aforementioned arrangement with the Actuary is subject to change and that such change may affect fees charged or other terms or conditions associated with provision of OPEB actuarial services.

#### **Discontinuation of Actuarial Services**

The Participating Employer agrees to provide written notice to GMEBS at least 90 days prior to the one-year anniversary of its most recent GMEBS OPEB valuation date if it wishes to terminate its participation in the Actuarial Services. The GMEBS Program Administrator will advise the Participating Employer of the consequences of a discontinuation. Consequences may include some or all of the following: a requirement for a new ordinance/resolution to be adopted before the Participating Employer may contribute to the OPEB Trust, termination of the Participating Employer's participation in the OPEB Trust (if already a Contributing Employer), imposition of fees for interacting with the Participating Employer's other actuary, and imposition of fees for additional work associated with responding to the Participating Employer's auditors.

GMEBS will provide written notice to the Participating Employer within the same 90-day timeframe if the Actuary is unable to provide actuarial services in connection with the Participating Employer's next annual valuation. Such notice will include information about available alternatives for the annual valuation, which may include an amendment to the Participation Agreement.

## **GMEBS OPEB TRUST**

The Participating Employer has adopted the GMEBS OPEB Trust Agreement in order to be able to pre-fund OPEB liabilities. Participation in the Trust starts when the Participating Employer makes its first contribution to the Trust and is thereafter referred to as a Participating and Contributing Employer. The Participating Employer acknowledges that it must obtain an annual GASB 75 OPEB liability valuation and report from the GMEBS Actuary in accordance with this Participation Agreement before it makes any contribution to the Trust.

### **EXECUTION BY EMPLOYER**

This Participation Agreement may only be used in conjunction with adoption of the GMEBS OPEB Trust (with participation in the OPEB Trust to start on the date of the first contribution). The failure to properly complete this Participation Agreement may result in ineligibility to participate in the GMEBS OPEB Trust. Inquiries regarding the adoption of the Trust or the meaning of Trust provisions should be directed to the Program Administrator (the Georgia Municipal Association) at the address or phone number shown above.

The foregoing Participation Agreement is hereby adopted and approved on the 15th day of August 20 22.

Signed: 

Printed Name: Don Bethune

Title: Mayor

Date of Signature: August 15, 2022

## **TRUSTEES APPROVAL**

The Participation Agreement is approved by the Board of Trustees of the GMEBS OPEB Trust effective as of \_\_\_\_\_.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

on behalf of the Board of Trustees

## **A RESOLUTION ESTABLISHING EMPLOYEE MEDICAL COVERAGE BENEFIT**

WHEREAS, it is the intent of Mayor and Council that it annually review and modify the terms and conditions of employment benefits based on the City's fiscal condition and/or employment needs; and,

WHEREAS, Mayor and Council strives to provide employees a fair total compensation package in line with the average for employees of comparable local municipal governmental entities; and,

WHEREAS, based on the above-mentioned considerations, Mayor and Council desires to pay the full cost of individual medical insurance coverage under the City's insurance plan for any employee eligible for and electing such coverage or, in the alternative, to apply such benefit amount towards the cost of family medical insurance coverage under such plan for any employee eligible for and electing such coverage in lieu of individual coverage (with the employee paying the balance of the cost for such coverage); and,

WHEREAS, Mayor and Council have determined that the adoption of the above-described employment benefit is necessary to retain a high-performing workforce in the City; and,

WHEREAS, the Mayor and Council and the employees covered by this Resolution recognize that it is the intent of City Council to annually review and modify the terms and conditions of this Resolution based on the City's fiscal condition and/or employment needs, and that the Resolution may be amended in the future at any time based on the discretion of Mayor and Council at that time;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, as follows:

1. Commencing January 1, 2023, the City shall pay the full cost of individual medical insurance coverage under the City's insurance plan for any employee eligible for and electing such coverage or, in the alternative, shall apply such benefit amount towards the cost of family medical insurance coverage under such plan for any employee eligible for and electing such coverage in lieu of individual coverage (with the employee paying the balance of the cost for such coverage). Such benefit shall be reviewed on an annual basis and may be modified based on the discretion of Mayor and Council which shall consider factors including, but not limited to, the City's fiscal condition and employment needs.
2. The Director of Human Resources shall distribute copies or summaries of this Resolution to all City employees.
3. If any portion of the Resolution is found to be invalid by any duly constituted authority, it shall not affect the validity of the balance of the amended policy.

4. All prior existing policies in conflict with the provisions of the amended policy are hereby repealed.
5. The above-stated medical benefit shall be included in the City's Fiscal Year 2023 Budget and shall be funded by the City's General Operating Fund.

ADOPTED, this the 15th day of August, 2022.

---

RHONDA FERRELL- BOWLES,  
Clerk of Council

RECEIVED AND APPROVED this the 15<sup>th</sup> day of August, 2022.

---

DON BETHUNE, Mayor

**A RESOLUTION AMENDING THE CITY'S PERSONNEL POLICY AND PROCEDURE  
EMPLOYMENT MANUAL TO PERMIT CITY EMPLOYEES TO CONVERT ACCRUED PAID  
CRITICAL LEAVE HOURS TO CASH UPON RETIREMENT OR TERMINATION IN GOOD  
STANDING SUBJECT TO CERTAIN CONDITIONS, AND IMPLEMENTING POLICY FOR  
FISCAL YEAR 2023**

WHEREAS, the Mayor and Council of Garden City, Georgia, have determined that the adoption of the following amendment to the City's Personnel Policy and Procedure Employment Manual is necessary in order to retain a high-performing workforce in the City:

(1) Policy 8.2 Paid Time Off Leave Policy

Commencing Fiscal Year 2023, Paragraph 4 of Policy 8.2 entitled "Reimbursement of Accumulated Leave" shall be amended as follows for the purpose of allowing employees to convert Paid Critical Leave Hours to cash upon retirement or termination in good standing at reduced pay rate based on years of service with the City:

**"3. Reimbursement of Accumulated Leave.** Upon retirement or termination in good standing from City service, an employee who has completed at least six (6) months of service shall be paid all accrued but unused PTO hours (excluding accrued Paid Critical Leave hours) at his/her current rate of pay. The employee shall also be able to convert accrued Paid Critical Leave Hours to cash at the following reduced pay rates based on years of service with the City:

| Years of Service           | Pay Rate Reduction |
|----------------------------|--------------------|
| 5 - 10 years of service    | 50%                |
| 10 - 15 years of service   | 40%                |
| 15 - 20 years of service   | 30%                |
| 20 - 25 years of service   | 20%                |
| 25 - plus years of service | 10%                |

Employees who are discharged for cause or who quit without the required minimum of two (2) weeks notice shall forfeit their accrued PTO and Paid Critical Leave hours."

WHEREAS, the Mayor and Council presently wish to place their formal seal of approval on the above-mentioned amendment to be effective January 1, 2023, and to provide for same in the City's Fiscal Year 2023 budget;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, as follows:

1. The above-mentioned amendment to the City's Personnel Policy and Procedure Employment Manual is hereby adopted and incorporated into the Manual, and shall remain in full force and effect until changed as specified in the Manual.
2. The Director of Human Resources shall incorporate the amendment into the appropriate places in the City's Personnel Policy and Procedure Employment Manual, and distribute copies of the amendment to all City employees.
3. If any portion of the amendment is found to be invalid by any duly constituted authority, it shall not affect the validity of the balance of the amended policy.
4. All prior existing policies in conflict with the provisions of the amended policy are hereby repealed.
5. The amendment shall be included within the City's Fiscal Year 2023 budget and shall be effective January 1, 2023.

ADOPTED, this the 15<sup>th</sup> day of August, 2022.

---

RHONDA FERRELL- BOWLES,  
Clerk of Council

RECEIVED AND APPROVED this the 15th day of August, 2022.

---

DON BETHUNE, Mayor

**STATE OF GEORGIA**

**COUNTY OF CHATHAM**

**RESOLUTION APPROVING A NON-EXCLUSIVE EASEMENT AGREEMENT WITH  
GEORGIA PORTS AUTHORITY**

WHEREAS, Georgia Ports Authority (the "Authority") has presented to Garden City (the "City") a Non-Exclusive Easement Agreement (the "Easement Agreement") granting and conveying to the City for a twenty (20) year term a non-exclusive easement to survey, construct, install, operate, test, inspect, repair, remove, replace and maintain utility facilities including water and/or sanitary sewer system lines, manholes, valves, and all of their respective appurtenances, over a 0.3 acre portion of a parcel measuring 156.05 acres owned by the Authority within the northeastern quadrant of the intersection of State Highway 21 and State Route 307 (Bourne Avenue) (the "Easement Area"); and,

WHEREAS, pursuant to the terms of the proposed Easement Agreement, the Authority has agreed that it will construct and install the utility facilities within the Easement Area at its own cost and expense under the City's supervision, and that after the City has approved its completed construction and installation of same, it will convey to the City title to the utilities together with the responsibility for the repair, maintenance, operation, removal of same in the future; and,

WHEREAS, the Easement Agreement sets forth provisions adequately addressing in the City's favor such matters as the City's access rights to the Easement Area; the Authority's right to continue using the Easement Area subject to the City's easement rights; the Authority's right to relocate the Easement Area to a comparable Authority-owned site; the City's liability for property damage caused by its negligence; the requirement of insurance coverage for City's use of the Easement Area; and, the City's responsibility for its use, generation, release, storage, placement, and disposal of any hazardous substances in the Easement Area; and,

WHEREAS, the City finds it in the best interest of the City to accept the Easement Agreement for the future development of the Authority's property as well as the properties surrounding same;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that the Easement Agreement attached hereto as Exhibit "A" is approved and that the City Manager is authorized to sign it and any other document necessary for the conveyance of the easement and property rights created therein; and,

BE IT FURTHER RESOLVED, that this resolution shall have immediate effect upon adoption.

Adopted and approved this 15th day of August, 2022.

---

RHONDA FERRELL-BOWLES,  
Clerk of Council

Received and approved this 15<sup>th</sup> day of August, 2022.

---

DON BETHUNE, Mayor

EXHIBIT "A"

STATE OF GEORGIA  
COUNTY OF CHATHAM

Return to: (JPG)  
Oliver Maner LLP  
P.O. Box 10186  
Savannah, Georgia 31412  
(912) 236-3311

**NON-EXCLUSIVE EASEMENT AGREEMENT**

THIS NON-EXCLUSIVE EASEMENT AGREEMENT (this "Agreement") is made and entered into this 26th day of July 2022, by and between GEORGIA PORTS AUTHORITY, a public corporation and instrumentality of the State of Georgia ("GPA"), and GARDEN CITY, GEORGIA, a municipal corporation chartered and existing under the laws of the State of Georgia ("City").

WITNESSETH THAT:

1. Non-Exclusive Easement.

(a) GPA, for and in consideration of One and 00/100 (\$1.00) Dollar and other good and valuable considerations, in hand paid at and before the sealing and deliver of this Agreement, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to City, its successors and assigns, during the Term (as hereinafter defined), a non-exclusive easement to survey, construct, install, operate, test, inspect, repair, remove, replace and maintain utility facilities including water and/or sanitary sewer system lines, manholes, valves, and all of their respective appurtenances (collectively, the "**Facilities**"), over, across, under and along the following described parcel of land, to wit:

All that certain lot or parcel of land situate, lying and being in the Eighth G.M. District, Chatham County, Georgia, being a 0.03-acre portion of a parcel measuring 157.05 acres, more or less, located within the northeastern quadrant of the intersection of State Highway 21 and State Route 307 (Bourne Avenue) (the 157.05 acre parcel being shown on that certain boundary survey dated January 2, 2007, prepared by Adolph N. Michelis, Georgia Registered Land Surveyor No. 1323, and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Plat Book 35-P, Page 88) (the "**Property**"), the 0.03-acre portion of the Property being a strip of land measuring approximately twenty feet (20') in width and running in a path as shown upon a plat of survey prepared by P. Nathan Brown, Georgia Registered Land Surveyor No. 3185, dated July 27, 2021, and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia in Plat

Record Book \_\_\_\_\_, Page \_\_\_, to which specific reference is hereby made for a more particular description of the metes, bounds and dimensions of the easement area described herein (the “**Easement Area**”).

(b) GPA and City acknowledge and agree that GPA’s contractor will construct and install the Facilities within the Easement Area. After the initial construction is complete, and City has approved the construction and installation in accordance with all applicable state laws and regulations, it shall accept title to the Facilities without any further action necessary and assume sole responsibility for the repair, maintenance, operation, removal and all costs of the Facilities.

2. Easement Area. This Agreement is made and accepted expressly subject to any and all easements, restrictions, reservations, rights of way, or other grants and encumbrances now of record or otherwise affecting the Easement Area. City acknowledges that it accepts the Easement Area “as is” and “where is” and “with all faults” and GPA makes no representations or warranties of any type as to the suitability or usability of any portion of the Easement Area for the purposes intended. GPA makes no claims, representations, warranties, promises or guarantees about its title to the Easement Area or the underlying lands and no warranty of any kind, whether implied, expressed or statutory, including without limitation, warranty of title, is given with respect to GPA’s purported ownership of the Easement Area or the underlying lands.

3. Term. The term of this Agreement shall commence as of the date this Agreement has been executed by both parties and shall continue for twenty (20) years thereafter, unless sooner terminated in accordance with the terms hereof.

4. Ingress and Egress.

(a) Access Route. City shall have the right of ingress to and egress from the Easement Area over certain portions of the Property for the purposes of this Agreement, subject to all applicable safety and security rules and regulations of the federal government and GPA. GPA shall have the right, in its sole discretion, to specify the manner and route of access and to modify or relocate such route of access from time to time, provided such modification or relocation does not unreasonably interfere with City’s ability to access the Easement Area. City’s access rights through the Property shall be non-exclusive to City and subject to the reservation by GPA of the right to possess, use and enjoy, and to permit others to possess, use and enjoy access for any purpose deemed appropriate by GPA.

(b) Entry onto the Easement Area. City shall make reasonable efforts to provide a minimum of twenty-four (24) hours prior notice to GPA before entering the Easement Area. To minimize risk of damages or operational impacts, however, City shall provide GPA further advance notice to the extent reasonably possible. Except in cases of emergency, City shall not enter the Property beyond the boundaries of the Easement Area without GPA’s prior written consent.

5. Construction within the Easement Area. Prior to (i) making any substantial changes to the Facilities, or (ii) the installation of any additional Facilities by City or its contractor or subcontractor within the Easement Area, City shall coordinate with, and obtain prior written approval from, GPA’s Senior Director of Engineering and Facilities Maintenance. Following receipt of GPA’s approval, City shall notify GPA’s engineering representative (currently: Chris

Driggers (912) 964-3810) at least two (2) business days prior to commencing any construction activities within the Easement Area. City agrees that promptly following any construction, installation, maintenance or removal activities related to the Facilities, as contemplated herein, City shall, at its sole cost and expense, restore all portions of the Easement Area which have been disturbed by such activities to a condition substantially the same as existed immediately prior to any such disturbances. City shall also notify GPA when the work is completed and provide a representative to accompany GPA's representative on an inspection of the Easement Area. The City shall be solely responsible for all costs and expenses related to its use of the Easement Area including, without limitation, all costs of construction, maintenance, repair, operation and removal of the Facilities.

6. GPA's Use of the Easement Area.

(a) GPA's Use of the Easement Area. GPA reserves the right to use and access the Easement Area and grant other easements or licenses at the same location, provided such use does not unreasonably interfere with, or prevent the exercise of, the rights herein granted to City. Except as provided in the preceding sentence, GPA may build and make improvements on, under and over the Easement Area including, without limitation, the placement of roads, railroads, paving, curbing, landscaping or other utilities. City shall make reasonable efforts not to disturb GPA's use of and activities on the Easement Area to the extent such use and activities are consistent with City's rights under this Agreement.

(b) Interference by City. City's use of, and the conduct of its operations on, the Easement Area shall not unreasonably interfere with the operations of GPA or any other licensee, lessee or easement holder on the Property. City agrees to use commercially reasonable efforts to ensure that neither City nor any of its employees, agents, contractors, subcontractors or visitors causes any such unreasonable interference or safety violation on or adjacent to the Easement Area. In the event GPA determines, in its reasonable discretion, that City's use of the Easement Area is causing an actual or potential interference or safety violation, GPA reserves the right to require City to take immediate action to prevent such interference or safety concern.

7. Relocation of Facilities. At any time during the Term hereof, GPA shall have the right to require City to relocate the Facilities to a location specified by GPA. City will be given a reasonable amount of time to complete the relocation within the time limits determined by GPA. The cost of the relocation shall be shared equally between GPA and the City.

8. Property Damage.

(a) City shall be responsible for any damage to GPA's Property and any improvements or personal property located thereon, or the property of third parties, to the extent caused by the actions or inactions of City or its agents, employees, contractors, subcontractors or invitees in connection with this Agreement including, without limitation, during installation, maintenance, repair, relocation or removal of the Facilities, and shall repair such damage to a condition substantially similar to the condition existing prior to the damage, or reimburse GPA for the cost of such repair within thirty (30) days of GPA's written request.

(b) All property of any kind or nature which may be placed in, on or about the Easement Area by City shall be at the sole risk of City, and GPA shall have no liability for any damage to the Facilities or any personal property sustained by City within the Easement Area or on the Property, except to the extent any such damage is caused by the negligence or willful misconduct of GPA, its agents or employees (i.e., GPA being responsible for only its proportionate percentage of fault). Notwithstanding anything in this Agreement to the contrary, GPA shall not be liable to City for any indirect, punitive, special, consequential, or incidental damages whatsoever, including loss of goodwill or loss of profits.

9. Liens. City shall not permit any liens to be filed or placed against GPA's Property by reason of work, services or materials supplied to or claimed to have been supplied to City. City shall promptly satisfy, bond over or obtain the release of any such lien within fifteen (15) days after City receives actual notice of its filing, all at City's sole cost and expense. If City shall fail to discharge the lien within such period, GPA may, but shall not be obligated to, discharge same either by paying the amount claimed to be due or by posting bond. Any amount paid by GPA for any of these purposes or for the satisfaction of any other lien caused by City and all reasonable expenses of GPA in defending any such action or procuring the discharge of such lien, including reasonable attorney's fees actually incurred, shall be repaid by City to GPA immediately upon receipt of invoice. This paragraph shall survive the termination of this Agreement.

10. City's Liability. The rights herein granted and conveyed to City are to be used and enjoyed at the sole risk of City and its successors and assigns including, without limitation, successors in title with City being solely responsible and liable for any injury or damages to person or property including, without limitation, wrongful death, arising from, or as a result of, the presence of City or the Facilities on the Easement Area or the Property. This Section 10 shall survive the termination of this Agreement with regard to any event giving rise to Section 10's provisions that occurred during the Term.

11. Insurance.

(a) Prior to the Effective Date, City will furnish GPA evidence that it is a member of a risk management pool through the Georgia Interlocal Risk Management Agency (G.I.R.M.A) with worker's compensation insurance coverage as required by state law and with liability coverage up to \$1,000,000.00. City shall maintain any other insurance required by federal or state law.

(b) GPA reserves the right to require City to ensure that any contractor performing any work on the Facilities within the Easement Area to have in effect at all times insurance coverage reasonably satisfactory to GPA and naming GPA as an additional insured on its general liability policy.

(c) The above insurance policies and/or membership certificate shall remain in full force and effect and shall not be canceled, allowed to lapse, or allowed to expire until a minimum of thirty (30) days' written notice has been given to GPA's Risk Management Department, Post Office Box 2406, Savannah, Georgia 31402. GPA reserves the right to increase or modify insurance requirements set forth herein dependent upon its then existing insurance requirements, and City agrees it shall increase such limits and coverages accordingly.

(d) City's full compliance with the provisions of this Section 11 shall be a condition precedent to the use of the Easement Area under this Agreement.

12. Reporting of Accidents, Injuries or Damages. All accidents, injuries, fires and other incidents of a serious nature including, without limitation, incidents requiring emergency response or injuries requiring any medical treatment away from the scene must be reported immediately to GPA's Port Police Department at 912-964-3911. Additionally, all damages to the property of either party (or property in the care, custody or control of either party) must be reported at the time of discovery to GPA's Port Police Department at 912-963-5588, if such damages are alleged to be, or are resultant of, incidental to, or in any way in relation to the operations of GPA or its employees. GPA will not accept any responsibility for damage(s) unless given the opportunity to investigate such damage(s) at the time of discovery. A joint inspection may be requested by either party in an effort to determine liability. Either party may hire a qualified surveyor or adjuster at its own expense to investigate such damage(s). If the parties should disagree as to fault, they may meet thereafter in an attempt to resolve the claim.

13. Compliance with Laws. City shall obtain, at its expense, all permits and licenses for its use of the Easement Area which are required by applicable federal, state or local laws or regulations. City shall comply with all applicable codes, environmental rules, regulations, laws and ordinances enacted by any governmental body in force or enacted during the Term of this Agreement, in regard to any activities on the Easement Area.

14. Environmental Indemnity.

(a) City's Restrictions. City shall not cause or permit to occur: (i) any violation of any federal, state or local law, ordinance or regulation now or hereafter enacted, related to environmental conditions ("Laws") on, under or about the Easement Area or the Property or arising from City's use of the Easement Area or the Property including, but not limited to, soil and ground water conditions; or (ii) the use, generation, release, manufacture, refining, production, processing, storage, placement or disposal of any Hazardous Substances in or on the Easement Area or Property without GPA's prior written consent, which consent may be withdrawn, conditioned or modified by GPA in its sole and absolute discretion in order to ensure compliance with all applicable laws, as such laws may be enacted or amended from time to time.

(b) Environmental Compliance. City shall, at City's own expense: (i) comply with all Laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances; (ii) make all submissions to, provide all information required by and comply with all requirements of all governmental authorities (the "Authorities") under the Laws; (iii) prepare and submit the required plans and all related bonds and other financial assurances should the Authorities or any third party demand that a clean-up plan be prepared and a clean-up be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances that occurs during the Term, at or from the Easement Area or the Property, or which arises at any time from City's use of the Easement Area or the Property, and City shall carry out all such clean-up plans, subject to (d) hereunder; and (iv) promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances that is requested by GPA. If City fails to fulfill any duty imposed under this Section 14(b), within thirty (30) days following GPA's request, GPA

may proceed with such efforts and, in such case, City shall cooperate with GPA in order to prepare all documents GPA deems necessary or appropriate to determine the applicability of the Laws to the Easement Area and/or Property and City's use thereof and for compliance therewith, and City shall execute all documents promptly upon GPA's request and pay any expenses incurred by GPA upon receipt of invoice. No such action by GPA and no attempt made by GPA to mitigate damages under any Law shall constitute a waiver of any of City's obligations under this Section 14.

(c) If, during City's use or presence on the Easement Area or the Property, any Hazardous Substance is released on, under or about the Easement Area and/or the Property by City or City's agents, employees, affiliates, invitees, patrons, suppliers, customers, visitors, licensees, contractors or subcontractors, City agrees to immediately notify GPA's Port Police Department and all governmental agencies required to be notified. City, at its sole expense, shall promptly take all actions necessary to remove the Hazardous Substances from the Easement Area and/or the Property such that no Hazardous Substances remain above applicable remediation standards for industrial property, such standards subject to the approval of GPA. City also will undertake any other action regarding such Hazardous Substances required by and in accordance with any and all Laws applicable for local, state, federal and all agencies having jurisdiction. Notwithstanding (b) hereinabove, if City does not promptly take all actions necessary to remove such Hazardous Substance as described herein and should GPA deem it necessary to advise City of nonperformance of this duty, after five (5) days' notice, GPA reserves the right, but not the obligation, to clean the Easement Area and/or the Property with all costs incurred to be paid by City upon receipt of invoice.

(d) City shall provide to GPA copies of all reports provided to, or received from, all regulatory agencies referenced herein until such time as the regulatory agencies release City from any further actions or monitoring of any release or violation.

(e) As used herein, "**Hazardous Substances**" shall mean any hazardous or toxic substance, material or waste that is or becomes regulated by any local, state or federal governmental authority. Hazardous Substances shall include, without limitation, the following: (i) any pollutant, oil or hazardous substance, identified or listed pursuant to Sections 307, 311 or 502 of the Federal Water Pollution Control Act (33 U.S.C. §1317, §1321 and §1362); (ii) any element, compound, mixture, solution or substance designated pursuant to Section 102 of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 U.S.C. §9602); (iii) any substance or material having the characteristics identified under or listed pursuant to Section 3001 of the Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. §6921); (iv) any petroleum, crude oil, or any fraction of either not otherwise specifically listed or designated under items (i)-(iii); and (v) any waste or material, including asbestos and lead, that is listed or meets any toxicity criterion by applicable authorities.

The provisions of this Section 14 and City's obligations and liabilities hereunder shall survive the expiration or other termination of this Agreement.

15. Abandonment. Abandonment of the Facilities and Easement Area shall occur if City ceases to operate or maintain the Facilities for a period of twelve (12) consecutive months. City shall notify GPA as soon as practicable of any intent to abandon the Facilities. Upon any such

abandonment, GPA shall have the right to terminate this Agreement, at any time during the Term, by providing written notice to City.

16. Termination and Removal of the Facilities. Within ninety (90) days of the expiration or termination of this Agreement for any reason, City shall, at its sole cost and expense, remove the Facilities from the Easement Area, unless otherwise agreed in writing by GPA, and repair and restore the Easement Area to substantially the same condition which existed prior to City's entry upon the Easement Area. City shall notify GPA when the work is completed, and City shall provide a representative to accompany GPA's representative on an inspection of the Easement Area. In the event City fails to repair and restore the Easement Area to such condition within ninety (90) days after the expiration or termination of this Agreement, GPA may proceed with such restoration, and City shall reimburse GPA for all associate costs. Any Facilities which both parties agree shall not be removed shall become the personal property of GPA, at no cost to GPA. This paragraph shall survive the termination of this Agreement.

17. Quitclaim Deed. On the termination of the rights granted in this Agreement, City shall execute and deliver to GPA, within thirty (30) days after service of a written demand, a good and sufficient quitclaim deed to all rights granted in this Agreement, or a release agreement, as determined by GPA. Should City fail or refuse to deliver the deed or release agreement, a written notice by GPA reciting the failure or refusal of City to execute and deliver the deed or release agreement, and terminating this grant, shall, after sixty (60) days from the date of recording of the notice, be conclusive evidence against City, and all persons claiming under City, of the termination of this grant.

18. Notices. All notices permitted or required to be sent under this Agreement shall only be effective if in writing and sent via one of the following methods to an address specified below: (i) personal delivery; (ii) certified mail, return receipt requested; or (iii) nationally recognized overnight delivery service. Notices may also be sent via electronic mail and shall be deemed effective upon successful transmission, provided that notice is also sent simultaneously via one of the other methods set forth above. Either party may change its notice address by providing written notice of such change in accordance with this paragraph:

Georgia Ports Authority  
P. O. Box 2406  
Savannah, Georgia 31402  
Attention: Properties and Contracts

Garden City, Georgia  
Garden City, City Hall  
100 Central Avenue  
Garden City, Georgia 31405  
Attention: City Manager

19. Entire Agreement; Miscellaneous. This Agreement constitutes the full and complete agreement between the parties hereto with respect to all matters contained herein, and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to alter the terms of this Agreement. If any term or provision of this Agreement, or the application

thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors, assigns, and successors in title. No failure of either party to exercise any power given it hereunder, nor to insist upon strict compliance by the other party of any obligation hereunder, and no custom or course of conduct or practice of the parties at variance with the terms hereof, shall constitute a waiver of a party's right to demand strict compliance with the terms hereof.

20. Amendment. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon GPA or City, unless approved in writing by an authorized representative of each party.

21. Assignment. GPA reserves the right to assign this Agreement in the event that the Property is sold, transferred or leased to another party. The rights of City hereunder are not assignable, in whole or in part, without GPA's prior written consent.

22. Recording. City, at its expense, shall record this Agreement in the Real Property Records of the Superior Court of Chatham County and a recorded copy shall be forwarded to GPA.

23. No Third-Party Use. City shall not permit the use of the Easement Area by any party other than City, without the prior written consent of GPA.

24. Continuing Liability. No termination of this Agreement shall release either party from any liability or obligation hereunder which by its nature would survive the termination of this Agreement including, without limitation, restoration of the Easement Area as provided herein.

25. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

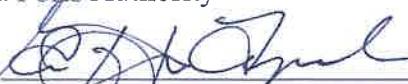
26. Governing Law. The Parties agree that any and all disputes arising under this Agreement shall be governed by the laws of the State of Georgia and where applicable, federal laws of the United States of America. The Parties agree and consent that the court of the State of Georgia having jurisdiction in Chatham County or any Federal District Court having jurisdiction in Chatham County shall have the jurisdiction and shall be the proper venue for the determination of all controversies and disputes arising hereunder. Parties agree to waive any objection based on *forum non conveniens*.

27. Representation of Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized

and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

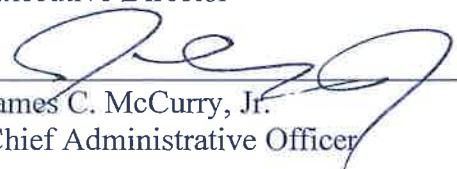
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date first written above.

Georgia Ports Authority

By: 

Name: Griffith Lynch

Title: Executive Director

Attest: 

Name: James C. McCurry, Jr.

Title: Chief Administrative Officer

Signed, Sealed and Delivered

In the Presence of:

Emily Manning

Witness

Ashley Cantrell

Notary Public, State of Georgia

My Commission expires: 07-20-2025

(Notarial Seal)



Signed, Sealed and Delivered

In the Presence of:

Witness

Notary Public, State of Georgia

My Commission expires:

(Notarial Seal)

Garden City, Georgia

By: \_\_\_\_\_

Name: Scott Robider

Title: City Manager

Attest: \_\_\_\_\_

Name: Rhonda Ferrell-Bowles

Title: \_\_\_\_\_

## **RESOLUTION**

**A RESOLUTION AUTHORIZING THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, TO ENTER INTO A SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT WITH THE BOARD OF PUBLIC EDUCATION FOR THE CITY OF SAVANNAH AND COUNTY OF CHATHAM TO FACILITATE, THROUGH THE PURCHASE OF THE CITY'S LAND AND REAL PROPERTY IMPROVEMENTS CONSTITUTING THE GARDEN CITY STADIUM AND GYMNASIUM ATHLETIC FACILITIES, THE REDEVELOPMENT OF THE BOARD'S GROVES HIGH SCHOOL FACILITY LOCATED ON PRISCILLA D. THOMAS WAY TO A MULTI-SCHOOL CAMPUS CONSISTING OF A K-8 FACILITY, HIGH SCHOOL, STADIUM AND ATHLETIC FIELDS; TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

WHEREAS, on April 14, 2021, the City and the Board of Public Education for the City of Savannah and the County of Chatham ("SCCPSS") entered into that certain Intergovernmental Agreement providing the parameters of the cooperation between the City and SCCPSS for the development of property located within Garden City formerly housing the Groves High School facility in contemplation that the full performance of the Agreement would result in, among other things, a Multi-School Project including Groves High School and athletic facilities pursuant to a Master Plan (the "Project"); and,

WHEREAS, July 14, 2021, the City and SCCPSS entered into that certain Amended and Restated Intergovernmental Agreement deleting all provisions in the Agreement relating to the purchase of any real property by SCCPSS from the City in connection with the Project; and,

WHEREAS, after further consideration, the SCCPSS is presently desirous of entering into a Second Amended and Restated Intergovernmental Agreement for the purpose of purchasing from the City all of the land and property improvements constituting the Garden City Stadium and gymnasium athletic facilities in an "as is, where is" condition for incorporation into the Project for the additional consideration of (a) paying the City cash in the amount of Three Million and 00/100's (\$3,000,000.00) Dollars, (b) conveying to the City the right to use, until June 30, 2025, a portion of SCCPSS's Mercer Middle School gym, athletic fields, and

administrative office space at the rent rate of One Dollar (\$1.00) per year together with costs related to routine cleaning and lighting, for carrying out the City's recreational programs until the City has acquired and opened replacement recreational facilities, (c) conveying to the City the right to use, at no charge other than costs related to security, routine cleaning and lighting, SCCPSS's playfield at Jenkins High School (or comparable facilities at another public school) for the City's Youth Football Program until the new school complex stadium has been completed; and (d) conveying to the City's Youth Football Program the right to use, at no charge other than the above-mentioned operational costs, the new school athletic complex during the football season for the purpose of playing league games; and,

WHEREAS, a copy of the proposed Second Amended and Restated Intergovernmental Agreement is attached hereto as Exhibit "A" which restates all of the terms and provisions of the original April 14, 2021, Agreement, as amended by the July 14, 2021, Amended and Restated Agreement, and which also sets forth in detail the new provisions relating to the sale/purchase of the City's Stadium and gymnasium athletic facilities and the consideration being tendered to the City for same; and,

WHEREAS, the City and SCCPSS have the authority to enter into the proposed Second Amended and Restated Intergovernmental Agreement which will (a) more than adequately serve the educational needs of the Garden City community, (b) cause the City to receive from SCCPSS consideration equal to or more than the value of the properties, services and costs being tendered by the City to SCCPSS thereunder, and (c) be in the best interests of the City as a whole;

NOW, THEREFORE, the Mayor and Council of Garden City, Georgia, hereby resolve as follows:

Section 1. The foregoing recitals are incorporated into and made a part of this Resolution by this reference.

Section 2. The City Manager is hereby authorized to enter into and execute, on behalf of the City, a Second Amended and Restated Intergovernmental Agreement in similar form to the agreement which is attached hereto as Exhibit "A".

Section 3. The City Manager is hereby also authorized on behalf of the City to agree to any additional terms and conditions which are supplemental and/or incidental to the foregoing,

and to execute any other documents, which he deems necessary to further the intent of this Resolution.

Section 4. This Resolution shall take effect upon passage.

ADOPTED this 15th day of August, 2022.

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RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this 15th day of August, 2022.

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DON BETHUNE, Mayor

**SECOND AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT BY AND  
BETWEEN THE CITY OF GARDEN CITY, GEORGIA  
AND THE BOARD OF PUBLIC EDUCATION FOR THE  
CITY OF SAVANNAH AND COUNTY OF CHATHAM**

This Second Amended and Restated Intergovernmental Agreement (the “Agreement”) made this \_\_\_\_ day of August, 2022, by and between the City of Garden City, Georgia (the “City”), a municipal corporation, and the Board of Public Education for the City of Savannah and County of Chatham (“SCCPSS”), a public school district in the State of Georgia (the City and SCCPSS being collectively referenced herein as the “Parties”).

WHEREAS, on April 14, 2021, the Parties entered into that certain Intergovernmental Agreement providing the parameters of the cooperation between the City and SCCPSS for the development of property located within Garden City formerly housing the Groves High School facility in contemplation that the full performance of this Agreement would result in, among other things, a Multi-School Project including Groves High School and athletic facilities pursuant to a Master Plan, a copy of which is attached to this Agreement as Exhibit A (the “Project”); and,

WHEREAS, on June, 2, 2021, the Parties entered into an Amended and Restated Intergovernmental Agreement to reflect the lack of need for SCCPSS to purchase from the City the northeastern 3.55-acre portion of the 8.49-acre Chatham County Tax Parcel No. 60014 01030, which portion the County tax records indicate

is owned by Garden City, but was subsequently confirmed via a formal title search in recent weeks that was conducted by SCCPSS's agents to be actually owned by SCCPSS through a prior acquisition of the 3.55-acre parcel, known as the southern part of Lot 19 of Sweat's Subdivision of the Pine Lands of Springfield Plantation, on March 18, 1965, from Sam Sweet as evidenced by a deed filed for record and recorded on March 19, 1965, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 88-A, Page 55;

WHEREAS, the Parties presently wish to amend and restate the June 2, 2021, Amended and Restated Intergovernmental Agreement to reflect the Board's recent decision to purchase from the City the land and property improvements constituting the Garden City Stadium and gymnasium athletic facilities for incorporation into its Multi-School Project pursuant to a revised Master Plan, a copy of which is attached to this Agreement as Exhibit A (the "Project");

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto amend and restate the June 2, 2021, Amended and Restated Intergovernmental Agreement between themselves by agreeing as follows:

1. City's Conveyance of Gym, Stadium, and Parking Facilities.

(a) The City will convey to SCCPSS fee simple title to the real property currently consisting of the Garden City Stadium, Gym and adjacent parking area described generally as Chatham County, Georgia, Tax Parcel Nos. 6-0014-01-031 (1.78 acres, more or less), 6-0014-01-31A (4.21 acres, more or less) and the southwestern 4.94 acres of Chatham County, Georgia, Tax Parcel No. 6-014-01-030 (the "Properties) for the cash consideration of Three Million and 00/00's (\$ 3,000,000.00) Dollars.

(b) The closing of the sale/purchase of the Properties will be scheduled in 2022 at a mutually agreed upon day and time to facilitate the final phases of construction for the Project.

(c) The Properties shall be conveyed as is, where is, with no warranties except for title warranties customarily set forth in general warranty deeds.

(d) The City agrees, at its own cost, to take such steps as may be required by its charter, enabling legislation, bylaws, or other legal requirements as may be necessary or desirable to allow for the conveyances of the Properties.

(e) The City agrees to provide SCCPSS legible copies of any and all of the following in its possession relating to the Properties which it is conveying pursuant hereto: (i) surveys, plats, plans and engineering reports; (ii) title

reports, title insurance policies, and title exception documents; (iii) environmental assessments, topographical studies, all reports regarding soils, subsurface, wetlands, floodways or flood hazards, seismic activity, archaeological, burial grounds, endangered plants, animals or other species or other similar studies or reports; (iv) correspondence, documents, instruments or other information related to environmental conditions at or pertaining to the Properties, including, without limitation, all correspondence, notices and documents to or from the U.S. Environmental Protection Agency and its equivalent in the State during Grantor's period of ownership relating to the presence or release of any regulated substances, records or information relating to any condemnations or threatened condemnations, claims, actions, suits or other proceedings relating to all or any portion of the Properties; (v) maintenance, management, repair and service contracts, leases (including any other agreement granting any third person the right to use, occupy, or otherwise enter onto the Properties or any portion thereof); (vi) options, operating agreements and any other material agreements relating to the Properties or the conduct of business thereon; (vii) all traffic studies, curb cut approvals, government exactions or other documents restricting or regulating access or other relevant transportation issues, including, without limitation, any reports on the condition of the rail lines near the Properties; (viii) all letters relating to any and all land use restrictions imposed upon or in respect

to the Properties, whether pending or issued; (ix) any agreements relating to utilities or the availability thereof, roads and the rail lines on or near the Properties; (x) any notifications received by Grantor from any third party asserting that the Properties, any portion thereof or any proposed development thereof, does not comply with any law, rule, regulation, order, code, permit or other legal requirement; and (xi) other similar documents concerning the Properties.

(f) SCCPSS shall exercise such due diligence as it deems appropriate to inspect the Properties prior to any title transfer. To that end, the City grants to SCCPSS a license to enter upon the Properties for the purpose of performing such environmental studies, assessments, reviews, or investigations as the inspecting Party may deem necessary or desirable. If, as a result SCCPSS's inspection, title examination, testing, and studying of the Properties, SCCPSS is dissatisfied with the Properties for any reason whatsoever (in its sole and absolute discretion), then it shall have the right to i) resolve the dissatisfaction with the City on terms agreeable to the City or (ii) terminate this Agreement by giving the other Party written notice to that effect no later than sixty (60) from the full execution of this Agreement.

(g) While neither of the Parties are subject to requirements of the zoning or land use laws, the Parties agree to cooperate in the subdivision or recombination of the Properties necessary or desirable to effect the Project.

(h) At the Closing for the sale/purchase of the Properties, the following documents shall be executed and delivered:

- (i) The settlement statement.
- (ii) Fee Simple Deed for the Properties conveying title as "good and marketable fee simple title" which is such title as is acceptable to a reasonable purchaser using the Georgia Bar Association "Title Standards," as currently published, and is insurable by a title insurance company (the "Title Company") acceptable to the Parties at standard rates.
- (iii) Affidavits of title matters as reasonably required; provided, however, that in no event shall the City be required to execute and/or deliver any document which (a) would require it to indemnify or hold harmless any person or entity, or (b) which contains any untrue or inaccurate statement regarding it and/or the property and any statement about which the grantor has no knowledge or reasonable basis upon which to make such statement.
- (iv) Affidavit as to the non-foreign status and taxpayer identification number of the City in accordance with Section 1445 of the Internal Revenue Code.

- (v) Completed Form 1099-S or an affidavit providing all information necessary to complete Form 1099-S.
- (vi) Usage/Rental Agreement(s) for the City's temporary use of the office, gym, and athletic fields at Mercer Middle School, and the City's use of the Board's stadium facilities for youth football games as set forth below in Paragraph 6; and,
- (vii) whatever additional documents are reasonably needed to effect the Closing.

(h) The City shall retain the right of use of the Properties (subject to SCCPSS's use rights as described below) until such time as demolition of the improvements located thereon commence and the Parties will agree upon a schedule to effect the transition.

- (i) Upon the closing of the sale of the Properties, the cash consideration for the Properties shall be wired to one of the City's bank accounts for which wiring instructions shall be provided to SCCPPS prior to Closing.

2. Road Improvements.

(a) Shifting of Priscilla D. Thomas Way. The development of the Multi-School Project contemplates a portion of the Priscilla D. Thomas Way (PTW) aka Wheathill Road right of way being shifted and realigned to the Southeast

pursuant hereto, and the dedication of the relocated PTW right of way by SCCPSS to the City. SCCPSS will construct the realignment of PTW as described herein. Upon request of the SCCPSS, the City will temporarily close the roadway during construction from time to time provided an acceptable detour is maintained via City streets (i.e., Cooper Lane to Oglesby Avenue). Upon receiving from the City a quit claim deed for the portion of right-of-way being shifted and realigned as shown on the plat attached as Exhibit B (said conveyance being effected within 60 days of this Agreement), SCCPSS will construct a realignment of the roadway on SCCPSS property in accordance with SCCPSS's plans and specifications which have been approved by the City. Once the road realignment construction is completed and inspected by both the City and SCCPSS to ensure that the work conforms to the approved plans and specifications, the realigned right of way will be surveyed and dedicated to City via a right-of-way deed, without cost. The City shall thereupon accept the dedication and reopen the re-located road to the public. SCCPSS shall remedy any defects in the materials and work, and pay for any damage resulting therefrom, which may appear within the one-year period of the warranty which it is being provided by its contractor for the road work. All of the design, permitting, demolition and construction work associated with realigning PTW as well as the associated acceleration- deceleration lanes on PTW and Highway 21 will be paid for by the SCCPSS. The SCCPSS's contractors will perform the

required work to install the traffic signal at the intersection in accordance with the approved plans and specifications. The SCCPSS and the City will perform periodic inspections of the work to ensure conformance to the approved plans. Upon completion of the traffic signal installation work and the subsequent final approval being granted by GDOT, the City will pay \$189,500.00 to the SCCPSS (as depicted in the Hoffman Electric Company Inc. Bid dated November 19, 2020; Estimate # HE-1245) as reimbursement for the traffic signal installation. SCCPSS has already prepared the design of the realigned roadway as well as the intersection and traffic signal to include all of the GDOT required permitting. Those plans and GDOT permits are available to Garden City without cost to the City. In summary, SCCPSS will assume financial responsibility for all the construction costs associated with the new site utilities improvements as well as the PTW roadway and intersection work and Garden City will pay for the cost of the traffic signal installation.

The City understands that SCCPSS has paid for the design of the realigned PTW as depicted on the attached Master Plan and Exhibit A at an estimated cost of approximately \$192,364.00, and that the City will not be required to reimburse that fee amount in the future. The City also is aware that SCCPSS consultants have undertaken a traffic study and GDOT signal warrants analysis for the future intersection as part of the master planning work as well as the detailed design work undertaken in 2020-2021 and that

the City will not be required to reimburse those incurred fees in the future. At no cost to the City, the SCCPSS and its consultants will provide the results of the traffic studies to the City as well as all the required GDOT permits associated with the road shifting and realignment construction and traffic light installation.

(b) Cooper Lane. The Project includes the construction of a Stadium and Athletic Field north of PTW and East of Cooper Lane. Upon reasonable request being timely made by SCCPSS, the City shall close the southern portion of Cooper Lane adjacent to the Stadium, generally described as the portion between PTW and the Fairlawn Baptist Church driveway, to facilitate traffic flow for events at the Stadium. The request made by SCCPSS shall be at least 5 working days in advance of the event for which the closure is being requested and shall conform to applicable City procedures regarding such requests. A plat of Cooper Lane is attached as Exhibit D.

3. Utilities.

(a) In the event the SCCPSS does not purchase the property referred to in Section 1 (a), the City will convey to SCCPSS a thirty-foot wide non-exclusive utility easement for the construction and maintenance of storm water improvements as generally depicted on Exhibit C to run along and within the northeastern portion of the southeastern boundary line of the remaining 4.94-acre portion of Chatham County Tax Parcel 60014 01030, known as Lot 17,

Section C, of the Joseph Winkler Subdivision of the Happy Discovery Plantation, which the City owns pursuant to a deed from Joseph Grant dated November 6, 1963, filed for record and recorded on November 21, 1963, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 84-W, Folio 107. Such easement will be conveyed within 60 days of this Agreement, or at a mutually agreed upon day and time to facilitate the construction for the Project.

(b) To the extent Garden City provides utility services, Garden City agrees to provide such services on an ongoing basis at rates charged to customers within the City in accordance with the City's Master Fee Schedule as adopted by the City Council from time to time to include standard utility services as designated in the Master Fee Schedule. . SCCPSS will pay for utility improvements located on SCCPSS property and specific offsite improvements that are required by the project by the SCCPSS consulting engineer in coordination with the City staff to include all costs for design and construction, and fees for permits to be obtained from third parties including, but not limited to, CSX. In connection with the Multi-School Project, SCCPSS will pay for all necessary utility relocations associated with the PTW reconstruction as described herein. The parties will mutually resolve issues regarding sanitary sewer discharge to maintain the conveyance capacity of existing City facilities by strategically constructing sewer facilities to

connection points as directed and approved by the City. SCCPSS will pay for the furnishing and installation of the sanitary lift station and force main installation running to the west down PTW, to a connection point established and approved by the City near the northwest corner of the Garden City Stadium parcel (PIN 60014 01031A) and within the CSX Railroad right of way. This system is being installed in combination with the gravity system tie-in to the City public sewer system along Highway 21, as directed by the City, to help accommodate flow capacities in the City's existing public sewer systems. Upon completion of the lift station and the force main along PTW, and the City's satisfactory inspection of same, fee simple title to the facilities, together with easements necessary for the long-term operation and maintenance of same, will be conveyed to the City. SCCPSS shall remedy any defects in the materials and work, and pay for any damage resulting therefrom, which may appear within the one-year period of the warranty which it is being provided by its contractor for the utility work. It is specifically understood and agreed that if any water or sewer lines are constructed not on land owned by the City, SCCPSS will acquire the fee title or the appropriate rights-of-way or easements to and in favor of the City, free and clear of all liens and encumbrances, prior to the commencement of construction. Notwithstanding any provision contained herein to the contrary, all water and sewer service laterals providing

utilities to the Multi-School Project shall remain the property and responsibility of SCPSS.

5. Demolition of Building Improvements. Buildings, structures, foundations, utilities or improvements which are located on the Properties and which are to be demolished and completely removed from the site in order to advance the Multi-School Project will be demolished by SCCPSS without cost to the City. To the extent necessary and required for facilitating SCCPSS's demolition/construction activities on the current Groves High School site (Chatham County Tax Parcel No. 6-0014-01-029), the Parties have previously entered into a license agreement permitting SCCPSS to use a portion of the Properties.

6. Garden City Recreation Program. (a) SCCPSS will allow for continued use of City recreation facilities (i.e., Garden City gym, stadium, and parking lot) through the earlier of 60 days after the date SCCPSS's below-described substitute facilities are ready for use by the City as provided in a notice to the City, or the date when demolition of the facilities is to commence, to minimize impacts on existing recreation programs of the City and its community participants (i.e. children and families). Upon vacating the Properties, the City shall be granted the right by SCCPSS to use, on a short-term exclusive basis, SCCPSS's Mercer Middle School gym and athletic fields as well as sufficient administrative office space at Mercer Middle School (the approximate area being outlined in orange on the attached Exhibit E), for carrying out its youth recreational programs. The terms and conditions of such usage shall

be set forth in a written lease or usage agreement containing provisions which shall include, but not be limited to, a rental or usage fee of One Dollar (\$1.00) Dollar per year; an occupancy term terminating the earlier of June 30, 2025, or the date that the City has acquired and opened replacement recreational facilities of its own; and City's assumption of all routine maintenance, security, cleaning, utility costs for the space, any City insurance, and direct costs associated with the use of the facilities. During such usage, SCCPSS shall not, without the prior written consent of the City, either (a) change or alter the physical condition of the portion of the Mercer Middle School facilities being used by the City, (b) convey any interest in the property to a third-party without providing for the City's continued use thereof, or (c) grant or otherwise create or consent to the creation of any easement, restriction, lien, lease, assessment or encumbrance affecting City's use of the property. SCCPSS shall also allow the City to use, at agreed upon dates and times, and at no charge, except for costs directly related to the specific usage such as security, routine cleaning and lighting if required the Board's playfield facilities at Jenkins High School (or comparable facilities at another public school) for the City's Youth Football Program until the new school complex stadium has been completed and is made available for such use pursuant to the Agreement.

(b) In connection with the City's use of the new school athletic complex , the Parties will enter a separate agreement that will generally stipulate that Garden City Youth Football Program will be granted access to and use of the new athletic complex

during the football season (i.e., August 1 to November 30 of each year) on Tuesday evenings and Saturdays until 5:00 pm for the purposes of playing its league games with the City bearing no rent but paying operational costs for said use (i.e., lighting, security, etc.) as provided in the agreement. Both of the above-mentioned usage agreements for Mercer Middle School and the stadiums shall be executed at the time of the closing of the sale of the Properties.

7. Unequal Consideration. The Parties agree that even though the Properties, services, and project costs being tendered herein by one Party to the other Party may be less or more than the value of the properties, services, and project costs being tendered herein by the other Party, neither Party will be required to tender any additional consideration to the other Party for the purpose of covering the difference.

8. Site Plan Reviews, Permits, and Fees Payable to the City.

It is understood that the Multi-School Project construction contemplated herein will require reviews by the City or contractors acting on behalf of the City. Garden City agrees to waive all Land Disturbance and Building permit fees in accordance with applicable State Laws.

9. Schedule. The Parties agree to cooperatively prepare a schedule for the development of the Multi-School Project site as contemplated by the Master Plan and to make timely adjustments to the schedule based upon unforeseen circumstances, modifications to the Site Plan, fiscal restraints, or other matters related to the design.

10. Notices. All notices, demands, and deliveries of surveys and any and all other communications that may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, or sent by overnight commercial courier or by registered or certified mail, return receipt requested, to the addresses set out below or at such other address as specified by written notice and delivered in accordance herewith:

BOARD: Board of Public Education for the City of Savannah  
and County of Chatham  
Attn: Superintendent  
208 Bull Street  
Savannah, Georgia 31401

With a copy to: Bouhan Falligant LLP  
Attn: Leamon R. Holliday, III  
One West Park Avenue  
Savannah, Georgia 31401

CITY: Garden City, Georgia  
Attn: C. Scott Robider, City Manager  
100 Central Avenue  
Garden City, Georgia 31405

With a copy to: James P. Gerard, Esq.  
Oliver Maner LLP  
218 W. State Street  
Savannah, Georgia 31401

For purposes of this Agreement, the time of actual delivery, as evidenced by a signed receipt therefor, if made in person, or one day after deposit in the ordinary course of business, if by overnight commercial courier, or the date of postmark, if by mail, shall

be deemed the date of any notice, demand or delivery. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice, demand or delivery. By giving at least five (5) days prior written notice thereof to all other parties hereto, a party hereto may from time to time and at any time change its mailing address hereunder.

11. Nature of Agreement. This Agreement is intended to be an Intergovernmental Agreement between the Parties pursuant to applicable provisions of the Georgia Constitution with all of its terms and provisions surviving the conveyances of title to the Properties, and remaining binding upon the Parties.

12. Termination Provision. This Agreement may be terminated by the Parties by mutual agreement.

13. Entire Agreement /Amendment Provisions. This Agreement, as to its subject matter, exclusively and completely states the rights and duties of the Parties, sets forth their entire understanding and merges all prior and contemporaneous representations, promises, proposals, discussions and understandings by or between the Parties. It may be amended from time to time by the Parties by instrument in writing duly and properly adopted by the respective Parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereunder have executed this Second Amended and Restated Intergovernmental Agreement after approval at a duly called public meeting, all to be effective this \_\_\_\_\_ day of July, 2022.

CITY OF GARDEN CITY, GEORGIA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk

THE BOARD OF PUBLIC EDUCATION  
FOR THE CITY OF SAVANNAH AND  
THE COUNTY OF CHATHAM

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

EXHIBIT A  
REVISED MASTER PLAN



GROVES K-12

moffatt & nichol

2020.10.21 | PROPOSED SITE LAYOUT

ORIGINAL MASTER PLAN

CONCEPTUAL DRAWING  
NOT TO BE USED FOR CONSTRUCTION

120' 240' 360'  
SCALE: 1=20'  
Rev. G (2020) Drawing #: 1000071000 Date: 10/20/2020 3:17 PM By: S. M. M. / Owner: 100-1000071000 / Client: 1000071000 / Project: 1000071000 / File: 1000071000

EXHIBIT B

SHIFTING OF PRISCILLA D. THOMAS RIGHT-OF-WAY



## **EXHIBIT C**

### **THIRTY-FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF STORM WATER IMPROVEMENTS**



GROVES K-12

moffatt & nichol

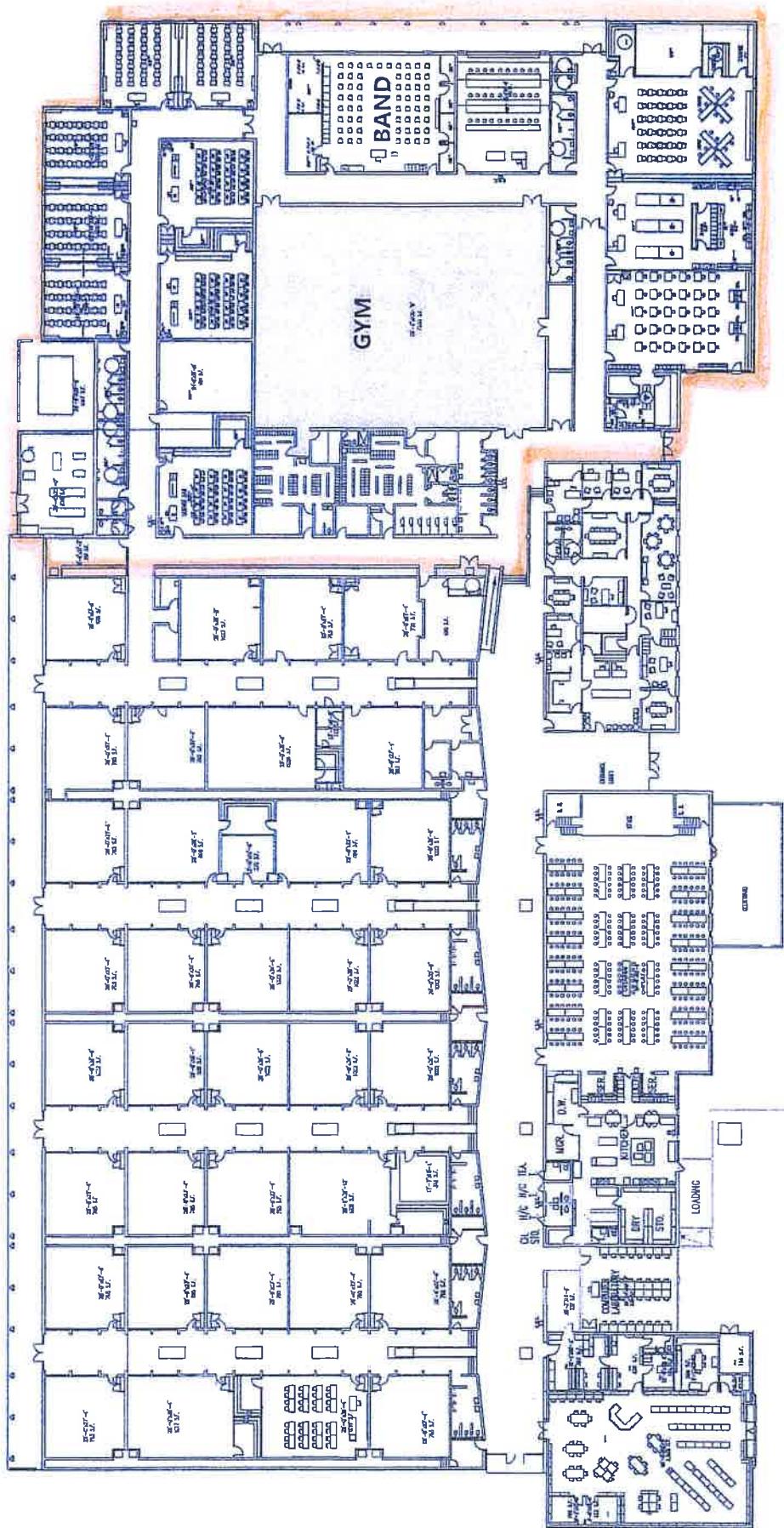
GROVES ADDITION SITE PLAN | 03.31.2021

CONCEPTUAL DRAWING  
NOT TO BE USED FOR CONSTRUCTION

EXHIBIT D  
PLAT OF COOPER LANE



EXHIBIT E  
MERCER MIDDLE SCHOOL FLOOR PLAN



MERCER MIDDLE SCHOOL 201 ROMMEL AVE., GARDEN CITY, GA 31408

OVERALL FLOOR PLAN nts