

**A G E N D A**  
**City Council Meeting**  
**Monday, June 17, 2024 – 6:00 p.m.**

➤ **OPENING**

- **Call to Order**
- **Invocation**
- **Pledge of Allegiance**
- **Roll Call**

➤ **FORMAL PUBLIC COMMENT**

- **Fiscal Year 2023 Audit Report:** Trey Scott from Maulden and Jenkins will present the City's Annual Comprehensive Financial Report for fiscal year 2023.

**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.

## ➤ 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.

## ➤ PUBLIC HEARINGS

### **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 the minutes from the June 3<sup>rd</sup> Pre-Agenda Session and City Council Meeting Minutes and June 10<sup>th</sup> Workshop.

➤ **City Manager Updates**

- Staff reports are included with the agenda packet.

➤ **ITEMS FOR CONSIDERATION**

- **Ordinance – Zoning Text Amendment (Outdoor Advertising):** An Ordinance to amend the Code of Ordinances of Garden City, Georgia, as amended, to revise Chapter 90, Article VI, pertaining to signs, for the purpose of revising the provisions thereof regarding the limitations, safeguards, and controls for the location of outdoor advertising or separate use signs.
- **Resolution – CORE MPO Memorandum of Understanding:** A resolution authorizing the City of Garden City to enter into a Memorandum of Understanding to evidence the City's participation as a member in the Coastal Region Metropolitan Planning Organization (Core MPO) and to authorize the City Manager to execute the memorandum.
- **Resolution – 2024 Ad Valorem Tax Rate:** A resolution of the Mayor and Council to set the ad valorem tax rate of Garden City for the fiscal year 2024.
- **Resolution – 2024 Council Meeting Summer Schedule:** A resolution to amend the regular meeting schedule of the Garden City City Council for the period of July 1, 2024 through September 30, 2024
- **Resolution – Public Works Facility & City Hall Parking Lot Camera System:** A resolution to accept the proposal of Verkada, Inc., d/b/a Bluebird, to sell the City nineteen (19) surveillance cameras and their customary accessories for use at the Pubic Works facility and City Hall parking lot for the total price of \$46,731.13.
- **Resolution – 3<sup>rd</sup> Street Lift Station Repairs:** A resolution authorizing the City Manager to procure emergency repair services to the sewer lift station on Highway 80 at Third Street.
- **Resolution – Parks & Recreation Facilities Management Software Program:** A resolution authorizing the City Manager to enter a service agreement with CivicPlus, LLC, to provide a parks and recreational facilities management software program to be used by residents to search for recreational activities and events, to register for such events, and to pay for participation fees and facility rentals.
- **Resolution – GMEBS Retirement Plan Amendments:** 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 Adoption Agreement, and Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan document, and the GMEBS Trust Agreement.

➤ **ADJOURN**



## **FY2023 ANNUAL COMPREHENSIVE FINANCIAL REPORT PRESENTATION**

### ➤ **Introduction**

- Maudlin & Jenkins Team
- Materials Provided: AD&A and Annual Comprehensive Financial Report

### ➤ **Overview of Government Wide Financial Statements**

- Total Assets: \$94.0 million (Includes \$52.9 million in cash & investments)
- Total Liabilities: \$38.7 million
  - Total long-term debt has increased by approximately \$16.4 million
  - Net pension liability represents 59% funded ratio as compared to 84% and 82% for the prior two years
- City Net Position: \$55.3 million
- Total Revenues: \$30.5 million. Total Expenses: \$24.0 million. Net Income: \$6.5 million

### ➤ **2023 General Fund Summary**

- Cash & Investments: \$14.0 million. Fund Balance: \$14.2 million.
  - Equates to 17.1 months or 4,380 days of operational expenses and meets City Fund Balance Policy.
- Total Revenues: \$14.5 million. Total Expenditures: \$9.9 million.
- Other Financing Uses, Net: \$1.8 million.
- Overall Net Increase in Fund Balance: \$2.8 million.

### ➤ **2023 Enterprise Fund Summaries**

- Water & Sewer Fund
  - Operating Revenues: \$5.3 million. Operating Expenses: \$4.0 million
  - Year End Net Position: \$17.7 million
- Solid Waste Fund
  - Operating Revenues: \$440,000. Operating Expenses: \$520,000
  - Year End Net Position: \$300
- Stormwater Fund
  - Operating Revenues: \$1.1 million. Operating Expenses: \$1.1 million
  - Year End Net Position: \$1.7 million
- Fire Protection Fund
  - Operating Revenues: \$1.8 million. Operating Expenses: \$4.1 million
  - Year End Net Position: \$280,000

### ➤ **Auditor's Comments**

- Mauldin & Jenkins has issued an unmodified audit report (i.e., "Clean Opinion).
- Required Communications under GAS
- New and pending financial reporting standards
- Free continuing education and tailor firm authored newsletters.

### ➤ **City Council Questions/Comments**



# *City of Garden City, Georgia*

**Auditor's Discussion and Analysis**  
**Financial and Compliance Audit Summary**  
**December 31, 2023**



**Presented by:**

**Trey Scott, CPA**  
**(912) 232-0475**



*Over 700 Governments Served Annually*

**City of Garden City, Georgia**  
***Auditor's Discussion and Analysis (AD&A)***  
**December 31, 2023**

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**PURPOSE OF THE AUDITOR'S DISCUSSION AND ANALYSIS**

- ◆ Engagement Team and Firm Information.
- ◆ Overview of:
  - Audit Opinion;
  - Financial Statements, Footnotes and Supplementary Information; and
  - Compliance Reports.
- ◆ Required Communications under *Government Auditing Standards*.
- ◆ Other Items and Closing Thoughts.
- ◆ Answer Questions.

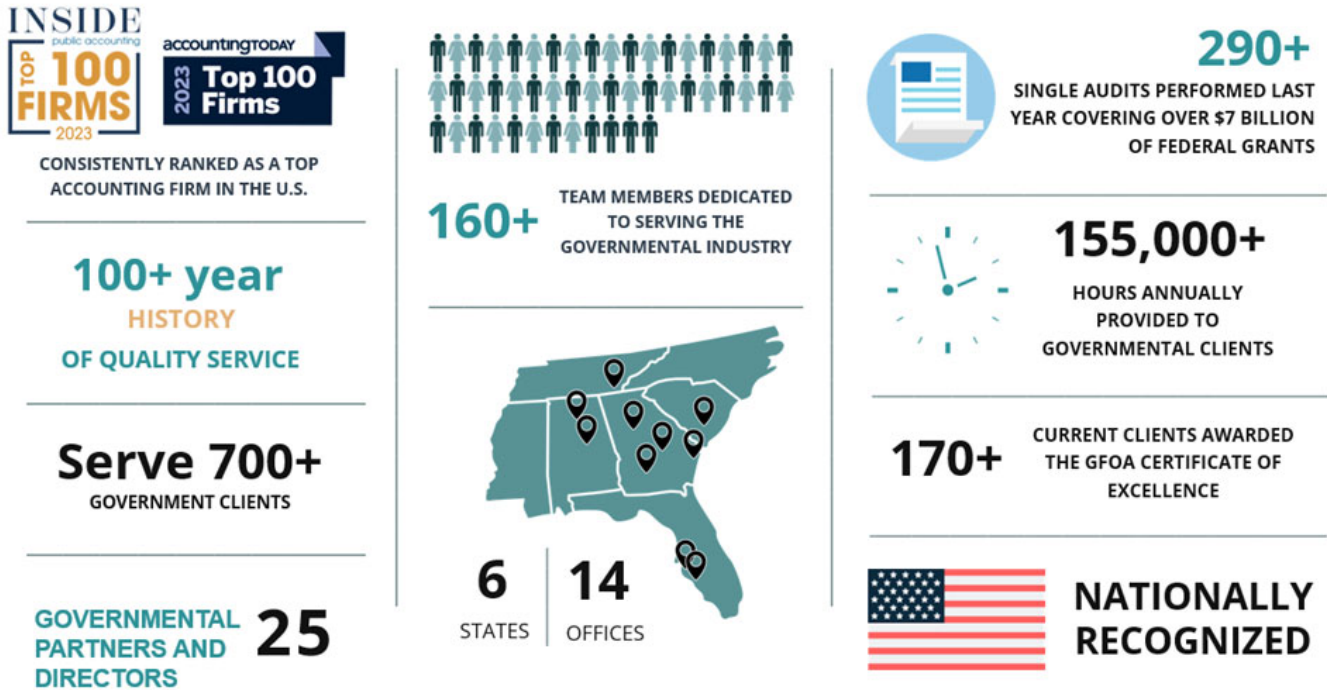




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**MAULDIN & JENKINS – GOVERNMENTAL PRACTICE**



**Engagement Team Leaders Include:**

- Trey Scott – Engagement Lead Partner – 16 years' experience – 100% governmental
- David Irwin – Quality Assurance Partner – 21 years' experience – 100% governmental
- Kellan Shuford – Senior Manager – 9 years' experience – 100% governmental

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**MAULDIN & JENKINS – ADDITIONAL INFORMATION**

**Other Industries and Services by Mauldin & Jenkins:**

Each of Mauldin & Jenkins' offices provides a wide variety of services to a broad range of clientele. We have partners and managers who are responsible for specialized practice areas of auditing and accounting, taxes, and management advisory services. Their purpose, as leaders in the particular practice area, is to establish policies with respect to technical matters in these specific areas and ensure that the quality of the Firm's practice is maintained.

**Industries Served:** Over the years, our partners have developed expertise in certain industries representative of a cross section of the Georgia economy, including:

- Governmental Entities (state entities, cities, counties, school systems, business type operations, libraries, and other special purpose entities)
- SEC Registrants
- Wholesale Distribution
- Agri-Businesses
- Manufacturing
- Professional Services
- Employee Benefit Plans
- Financial Institutions (community banks, savings and loans, thrifts, credit unions, mortgage companies, and finance companies)
- Non-Profit Organizations
- Retail Businesses
- Long-Term Healthcare
- Construction and Development
- Individuals, Estates and Trusts
- Real Estate Management

**Services Provided:** This diversity of practice enables our personnel to experience a wide variety of business, accounting, and tax situations. We provide the traditional and not-so-traditional services such as:

- Financial Audit/Review/Compilation
- Compliance Audits and Single Audits
- Agreed-Upon Procedures
- Forensic Audits
- Bond Issuance Services
- Performance Audits
- State Sales Tax Matters
- International Tax Matters
- Business and Strategic Planning
- Profitability Consulting
- Budgeting
- Buy-Sell Agreements and Business Valuation Issues
- Income Tax Planning and Preparation
- Multi-State Income Tax Issues
- Information Systems Consulting
- Cost Accounting Analysis
- Healthcare Cost Reimbursement
- Outsourced Billing Services
- Fixed Asset Inventories
- Succession and Exit Strategy Consulting
- Estate Planning
- Management Information Systems
- Employee Benefit Plan Administration
- Merger/Acquisition and Expansion Financing

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**INDEPENDENT AUDITOR'S REPORT**

The independent auditor's report has specific significance to readers of the financial report.

**Management's Responsibility for the Financial Statements**

The financial statements are the responsibility of Management.

**Auditor's Responsibility**

Our responsibility, as external auditors, is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We planned and performed our audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

**Opinions**

We have issued an unmodified audit report (i.e., "clean opinions"). The respective financial statements are considered to present fairly the financial position and results of operations as of and for the year ended December 31, 2023.

**Other Matters**

Certain required supplementary information and other information is included in the financial report and, as directed by relevant auditing standards, we have not expressed an opinion or provided any assurance on the respective information.

**Other Reporting**

*Government Auditing Standards* require auditors to issue a report on our consideration of internal control over financial reporting and on our tests of compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. We have issued such a report and reference to this report is included in the independent auditor's report.

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**OVERVIEW OF FINANCIAL STATEMENTS**

The City's basic financial statements include three components:

- 1) Government-wide financial statements;
- 2) Fund financial statements; and
- 3) Notes to the financial statements.

The **government-wide financial statements** provide a broad overview of all of the City's funds. The *Statement of Net Position* presents information on all assets (and deferred outflows) and liabilities (and deferred inflows) of the City, with the resulting difference reported as net position. The *Statement of Activities* presents information showing how the City's net position changed during the most recent fiscal year. Revenues are categorized as program revenues or general revenues. Expenses are categorized by function.

The **fund financial statements** more closely resemble the financial statements as presented prior to the adoption of GASB Statement No. 34. All of the funds of the City can be divided into two categories: governmental funds (includes the General Fund), and business-type funds.

The City also includes, as part of the financial report, the following information:

Special Purpose Local Option Sales Tax ("SPLOST") Schedule and Report.

**COMPLIANCE REPORT**

The financial report package contains the following compliance report.

**Yellow Book Report:** The first compliance report is a report on our tests of the City's internal controls and compliance with laws, regulations, etc. The tests of internal controls were those we determined to be required as a basis for designing our financial statement auditing procedures. Such tests also considered the City's compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. In accordance with the respective standards, the report is **not** intended to provide an opinion, but to provide a form of negative assurance as to the City's internal controls and compliance with applicable rules and regulations.

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**REQUIRED COMMUNICATIONS**

**The Auditor's Responsibility Under Government Auditing Standards  
and Auditing Standards Generally Accepted in the United States of America**

Our audit of the financial statements of the City of Garden City, Georgia (the "City") for the year ended December 31, 2023 was conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error, fraudulent financial reporting or misappropriation of assets. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by Management, as well as evaluating the overall financial statement presentation. Accordingly, the audit was designed to obtain reasonable, rather than absolute, assurance about the financial statements. We believe our audit accomplishes that objective.

In accordance with *Government Auditing Standards*, we have also performed tests of controls and compliance with laws and regulations that contribute to the evidence supporting our opinion on the financial statements. However, they do not provide a basis for opining on the City's internal control or compliance with laws and regulations.

**Accounting Policies**

Management has the ultimate responsibility for the appropriateness of the accounting policies used by the City. There are several new accounting standards which will be required to be implemented in the coming years. These are discussed later in this document.

In considering the qualitative aspects of the City's accounting policies, we did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus. The City's policies relative to the timing of recording of transactions are consistent with GAAP and typical government organizations.

**Management Judgments and Accounting Estimates**

Accounting estimates are an integral part of the preparation of financial statements and are based upon Management's current judgment. The process used by Management encompasses their knowledge and experience about past and current events and certain assumptions about future events. Management has informed us they used all the relevant facts available to them at the time to make the best judgments about accounting estimates and we considered this information in the scope of our audit. We considered this information and the qualitative aspects of Management's calculations in evaluating the City's significant accounting policies. Estimates significant to the financial statements include such items as: the estimated lives of depreciable assets; actuarial assumptions and concepts relative to the benefit

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plans; deferred revenues; valuation of financial and non-financial instruments; the estimated incurred-but-not-reported liabilities; conservation commitments; extraordinary items; and the estimated allowance for uncollectible accounts.

**Financial Statement Disclosures**

The footnote disclosures to the financial statements are also an integral part of the financial statements. The process used by Management to accumulate the information included in the disclosures was the same process used in accumulating the financial statements, and the accounting policies described above are included in those disclosures. The overall neutrality, consistency, and clarity of the disclosures was considered as part of our audit and in forming our opinion on the financial statements.

**Significant Difficulties Encountered in Performing the Audit**

We encountered no difficulties in dealing with Management relating to the performance of the audit.

**Disagreements with Management**

We encountered no disagreements with Management over the application of significant accounting principles, the basis for Management's judgments on significant matters, the scope of the audit or significant disclosures to be included in the financial statements.

**Representation from Management**

We requested written representations from Management relating to the accuracy of information included in the financial statements and the completeness and accuracy of various information requested by us, during the audit. Management provided those written representations without a problem.

**Management's Consultations with Other Accountants**

We are not aware of any consultations Management had with other accountants about accounting or auditing matters.

**Significant Issues Discussed with Management**

There were no significant issues discussed with Management related to business conditions, plans, or strategies that may have affected the risk of material misstatement of the financial statements. We are not aware of any consultations Management had with us or other accountants about accounting or auditing matters. No major issues were discussed with Management prior to our retention to perform the aforementioned audit.

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**Audit Adjustments**

During our audit of the City's basic financial statements as of and for the year ended December 31, 2023, there was one adjustment posted to the funds of the City. This adjustment was just a reclass adjustment. Additionally, we had no passed adjustments.

**Independence**

We are independent of the City, and all related organizations, in accordance with auditing standards promulgated by the American Institute of Public Accountants and *Government Auditing Standards*, issued by the Comptroller General of the United States.

**Other Information in Documents Containing Audited Financial Statements**

We are not aware of any other documents that contain the audited basic financial statements. If such documents were to be published, we would have a responsibility to determine that such financial information was not materially inconsistent with the audited statements of the City.

**ACCOUNTING RECOMMENDATIONS AND RELATED MATTERS**

**Other Matters for Communication to the Board and Management**

During our audit of the financial statements as of and for the year ended December 31, 2023 we noted other matters which we wish to communicate to you in an effort to keep the City abreast of accounting matters that could present challenges in financial reporting in future periods.

**1) New Governmental Accounting Standards Board ("GASB") Standards**



As has been the case for the past 10 years, GASB has issued several other new pronouncements which will be effective in future years. The following is a brief summary of the new standards:

- a) **Statement No. 100, *Accounting Changes and Error Corrections*** was issued in June 2022 and is effective for accounting changes and error corrections made in fiscal years beginning after June 15, 2023, and all reporting periods thereafter.

The primary objective of this statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability.



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This statement defines *accounting changes* as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. As part of those descriptions for: 1) certain changes in accounting principles, and 2) certain changes in accounting estimates that result from a change in measurement methodology, a new principle or methodology should be justified on the basis that it is preferable to the principle or methodology used before the change. That preferability should be based on the qualitative characteristics of financial reporting – understandability, reliability, relevance, timeliness, consistency, and comparability. This statement also addresses corrections of errors in previously issued financial statements.

This statement prescribes the accounting and financial reporting for: 1) each type of accounting change, and 2) error corrections. This statement requires that: (a) changes in accounting principles and error corrections be reported retroactively by restating prior periods, (b) changes to or within the financial reporting entity be reported by adjusting beginning balances of the current period, and (c) changes in accounting estimates be reported prospectively by recognizing the change in the current period. The requirements of this statement for changes in accounting principles apply to the implementation of a new pronouncement in absence of specific transition provisions in the new pronouncement. This statement also requires that the aggregate amount of adjustments to and restatements of beginning net position, fund balance, or fund net position, as applicable, be displayed by reporting unit in the financial statements.

This statement requires disclosures in notes to financial statements of descriptive information about accounting changes and error corrections, such as their nature. In addition, information about the quantitative effects on beginning balances of each accounting change and error correction should be disclosed by reporting unit in a tabular format to reconcile beginning balances as previously reported to beginning balances as restated.

Furthermore, this statement addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information (“RSI”) and supplementary information (“SI”). For periods that are earlier than those included in the basic financial statements, information presented in RSI or SI should be restated for error corrections, if practicable, but not for changes in accounting principles.

- b) Statement No. 101, *Compensated Absences*** was issued in June 2022 and is effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter.

This statement requires that liabilities for compensated absences be recognized for: 1) leave that has not been used, and 2) leave that has been used but not yet paid in cash or settled through noncash means. A liability should be recognized for leave that has not been used if: (a) the leave is attributable to services already rendered, (b) the leave accumulates, and (c) the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. Leave is attributable to services already rendered when an employee has performed the services required to earn the leave. Leave that accumulates is carried forward from the reporting period in which it is earned to a future reporting period during which it may be used for time off

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or otherwise paid or settled. In estimating the leave that is more likely than not to be used or otherwise paid or settled, a government should consider relevant factors such as employment policies related to compensated absences and historical information about the use or payment of compensated absences. However, leave that is more likely than not to be settled through conversion to defined benefit post-employment benefits should not be included in a liability for compensated absences.

This statement requires that a liability for certain types of compensated absences—including parental leave, military leave, and jury duty leave—not be recognized until the leave commences. This statement also requires that a liability for specific types of compensated absences not be recognized until the leave is used.

This statement also establishes guidance for measuring a liability for leave that has not been used, generally using an employee's pay rate as of the date of the financial statements. A liability for leave that has been used but not yet paid or settled should be measured at the amount of the cash payment or noncash settlement to be made. Certain salary-related payments that are directly and incrementally associated with payments for leave also should be included in the measurement of the liabilities.

- c) **Other Pending or Current GASB Projects.** As noted by the numerous pronouncements issued by GASB over the past decade, the GASB continues to research various projects of interest to governmental units. Subjects of note include:
- **Re-Examination of the Financial Reporting Model.** GASB has added this project to its technical agenda to make improvements to the existing financial reporting model (established via GASB 34). Improvements are meant to enhance the effectiveness of the model in providing information for decision-making and assessing a government's accountability. GASB anticipates issuance of a final standard in late 2023 or early 2024.
  - **Revenue and Expense Recognition** is another long-term project where the GASB is working to develop a comprehensive application model for recognition of revenues and expenses from non-exchange, exchange, and exchange-like transactions. The final standard is expected in mid-2027.
  - **Going Concern Uncertainties and Severe Financial Stress** is a major project where the goal is to address issues related to disclosures regarding going concern uncertainties and severe financial stress. The project will consider: 1) improvements to existing guidance for going concern considerations to address diversity in practice and clarify the circumstances under which disclosure is appropriate, 2) developing a definition of severe financial stress and criteria for identifying when governments should disclose their exposure to severe financial stress, and 3) what information about a government's exposure to severe financial stress is necessary to disclose. This technical topic is being examined by the GASB due to a wide diversity in practice regarding required presentation on the face of the

**City of Garden City, Georgia**  
**Auditor's Discussion and Analysis (AD&A)**  
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financial statements, disclosures, etc. An exposure draft on this topic is expected by mid-2025.

**FREE QUARTERLY CONTINUING EDUCATION**  
**AND NEWSLETTERS FOR GOVERNMENTAL CLIENTS**

**Free Continuing Education.** We provide free quarterly continuing education for all of our governmental clients. Each quarter, we pick a couple of significant topics tailored to be of interest to governmental entities, and offer the sessions several times per quarter at a variety of client provided locations resulting in greater networking among our governmental clients. We normally see approximately 100 people per quarter. We obtain the input and services of experienced outside speakers along with our in-house professionals.

*"I've been a CPA for 32 years. Today's CPE class by Mauldin & Jenkins has been the best of my career". Terry Nall, CPA, City of Dunwoody (GA), Council Member*

*"They are always on top of new accounting pronouncements and provide training well before implementation deadlines. This is a very valuable resource for our organization". Laurie Puckett, CPA, CPFO, Gwinnett County (GA), Accounting Director*

Examples of subjects addressed in past quarters include:

- Accounting for Debt Issuances
- Achieving Excellence in Financial Reporting
- Best Budgeting Practices, Policies and Processes
- Best Practices in Banking
- Budget Preparation
- ACFR Preparation (several times including a two (2) day hands-on course)
- Capital Asset Accounting Processes and Controls
- Closing Out and Audit Preparation
- Collateralization of Deposits and Investments
- Component Units
- Cybersecurity Risk Management
- Evaluating Financial and Non-Financial Health of a Local Government
- Financial Report Card – Where Does Your Government Stand?
- Financial Reporting Model Improvements
- GASB No. 74 & 75, New OPEB Standards
- GASB No. 77, Tax Abatement Disclosures
- GASB No. 84, Fiduciary Activities
- GASB No. 87, Leases
- GASB Projects & Updates (ongoing and several sessions)
- Grants (Accounting and Auditing)

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- Human Capital Management
- Information Technology (IT) Risk Management
- Internal Controls Over Accounts Payable, Payroll and Cash Disbursements
- Internal Controls Over Receivables & the Revenue Cycle
- Internal Revenue Service (IRS) Compliance Issues, Primarily Payroll Matters
- Legal Considerations for Debt Issuances & Disclosure Requirements
- Policies and Procedures Manuals
- Presenting Financial Information to Non-Financial People
- Procurement Card Red Flags
- Risk, Efficiency, & Effectiveness in Governments
- Segregation of Duties
- Single Audits for Auditees
- SPLOST Accounting, Reporting & Compliance
- Uniform Grant Guidance

**Governmental Newsletters.** We periodically produce newsletters tailored to meet the needs of governments. The newsletters have addressed a variety of subjects and are intended to be timely in their subject matter. The newsletters are authored by Mauldin & Jenkins partners and managers and are not purchased from an outside agency. The newsletters are intended to keep you informed of current developments in the government finance environment.

In the past several years, the following topics have been addressed in our monthly newsletters:

- Are Your Government's Funds Secure?
- COVID-19 Updates (several)
  - Cybersecurity Awareness
  - Deposit Collateralization
  - Employee vs Independent Contractor
  - Escheat Laws on Unclaimed Property
  - Federal Funding and Accountability Transparency Act
  - Forensic Audit or Financial Audit?
- Form PT 440
- GASB Invitation to Comment – the New Financial Reporting Model
- GASB No. 72, Fair Value, It is Not Totally About Disclosure
- GASB No.'s 74 & 75, Other Post-Employment Benefits (OPEB)
- GASB No. 77, Abatements – Go Viral with GASB 77
- GASB No. 84 Fiduciary Activities (Series)
- GASB No. 87, Leases
- GASB No. 89, Accounting for Interest Cost Incurred Before the End of Construction
- GASB No. 91, Conduit Debt Obligations
- GASB No. 93, Replacement of Interbank Offered Rates
- General Data Protection Regulation (GDPR)



**City of Garden City, Georgia**  
***Auditor's Discussion and Analysis (AD&A)***  
**December 31, 2023**

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- Grants Management
- OMB Compliance Supplements
- OPEB, What You Need to Know
- Public Funds and Secure Deposit Program
- Rotating or Not Rotating Auditors
- Property Tax Assessments
- Remote Auditing Best Practices
- Refunding Debt
- Sales & Use Taxes on Retail Sales of Jet Fuel
- Sales Tax Collections and Remittances by the State
- SAS Clarity Standards and Group Audits
- Single Audit, including Uniform Guidance (several)
- Social Security Administration (SSA) Incentive Payments
- Special Purpose Local Option Sales Taxes (SPLOST) Expenditures
- Subrecipient Risk Assessment Tool
- Supplemental Social Security for Inmates
- The New Tax Cuts and Jobs Act – Impact on Bond Refunding
- The Return of the Component Unit – GASB 61
- Uniform Guidance & New Procurement Requirements
- What's Happening with Property Tax Assessments

**Communication.** In an effort to better communicate our free continuing education plans and newsletters, please email Paige Vercoe at [pvercoe@micpa.com](mailto:pvercoe@micpa.com) (send corresponding copy to [tscott@micpa.com](mailto:tscott@micpa.com)), and provide individual names, mailing addresses, email addresses and phone numbers of anyone you wish to participate and be included in our database.

**CLOSING**

If you have any questions regarding any items set forth in this memorandum, we will be pleased to discuss it with you at your convenience.

This information is intended solely for the use of the City's Management, and others within the City's organization and is not intended to be and should not be used by anyone other than these specified parties. We appreciate the opportunity to serve the City of Garden City, Georgia and look forward to serving the City in the future. Thank you.

**City Council Pre-Agenda Session**  
**Monday, June 3, 2024, 5:30pm**

**Call to Order:** The Pre-Agenda Session was called to order at 5:30pm and opened with a prayer by Mayor Bruce Campbell.

**Attendees:**

**Council Members:** Mayor Bruce Campbell, Mayor Pro-Tem Marcia Daniel, Councilmember Natalyn Morris, Councilmember Kim Tice, Councilmember Debbie Ruiz.

**Staff Members:** Rhonda Ferrell-Bowles, City Manager, Jim Gerrard, City Attorney, Gil Ballard, Chief of Police, Mike Dick, Fire Chief, Marth Vallada, Water Operations Mgr., Virgil Moore, Public Works Mgr., Dagny Pariani, Wastewater/Water Treatment Manager, Katie Draeger, Finance Manager, and Veronica Enoch, Executive Assistant.

**Mayor's Updates:** There were no updates.

**Council Updates:** No updates provided.

**Review of Council Agenda:** Rhonda Ferrell-Bowles, City Manager reviewed the items on the agenda. Councilmember Ruiz inquired about the moratorium extension. The City Manager indicated that it was to allow more time to review the ordinance which will be available for the June 10<sup>th</sup> workshop. Councilmember Morris asked if there were any further questions or concerns by fellow councilmembers as the situation has been prolonged for quite some time. City Attorney Gerrard replied that the concern was the distance between the signs and residences and churches. There was an additional issue with one of the sign companies that applied for 3 signs before the moratorium, but subsequently on 1 application was completed, and there was a request for consideration for the 2 signs before the moratorium for which the applications were completed.

Councilmember Pro-tem Daniel had a question about executive sessions and what is discussed during those sessions is open to the public. After an executive session decision has been made if board members can discuss openly? This information was published from "The Currant" newspaper. Per Jim Gerrard, City Attorney, this is not a correct statement.

Mayor Campbell addressed a concern to Chief Ballard regarding Old Louisville Road. There is a resident with an issue with tractor trailer traffic. Per Chief, Biscuit Hill Rd is permitted for commercial vehicles however; there is a truck yard on that road that has re-routed its entrance and exit to Sonny Perdue. Unfortunately, some tractor trailers are still going to the previous entrance and get stuck trying to turn around. There is no turn-a-round on Old Louisville. There is some current signage. There could be some signage added to Dean Forest indicating that there is 'No Thru Traffic' as a solution, or another option would be to re-open Kessler Ave.

Councilmember Daniel asked if there was any way that Garden City could get a commercial vehicle unit again. Chief Ballard informed that the previous unit was a state initiative and was no longer available. Garden City PD does enforce commercial vehicle traffic; however, an active dedicated commercial vehicle unit would require additional personnel for the police department.

Councilmember Morris suggested we reach out to whatever company it is to inform the drivers of the change in routes/ road closers, etc. Chief Ballard indicated that the businesses have been provided updated information in the past.

With no further questions or observations, the Pre-Agenda Session adjourned at approximately 5:57pm.

*Transcribed & submitted by: Veronica Enoch, Executive Assistant*

*Accepted & approved by: The City Council 6/17/24*



## MINUTES

### City Council Meeting Monday, June 3, 2024 – 6:00 p.m.

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

**Opening:** Mayor Campbell gave the invocation and let the City Council in the pledge of allegiance to the flag.

**Roll Call:**

**Council Members:** Mayor Bruce Campbell, Mayor Pro-tem Daniel, Councilmember Morris, Councilmember Ruiz, and Councilmember Tice. Absent: Councilmember Gwyn Hall and Councilmember Richard Lassiter, Jr.

**Staff Members:** Rhonda Ferrell Bowles, City Manager; James P. Gerard, City Attorney; Veronica Enoch, Interim Clerk of Council; Gil Ballard, Chief of Police, Katie Draeger, Finance Manager

**Informal Public Comment:** Mayor Campbell opened the floor to receive comments from the audience.

Mr. Jeb Renfro with Renfro Outdoor Advertising spoke regarding the outdoor advertising moratorium and asked for consideration of the (2) applications submitted, and under the old ordinance.

Mr. Alex Vox with Lamar Advertising also addressed the City Council and asked for consideration.

### City Council Minutes

Councilmember Morris motioned to approve the minutes from the May 20<sup>th</sup> Pre-Agenda Session, City Council Meeting, and Executive Session. The motion was seconded by Councilmember Daniel and passed without opposition.

### Items For Consideration

**First Reading - Ordinance – Zoning Map Amendment (1580 Dean Forest Road):** The Clerk of Council read the first reading of the heading of an ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended, to rezone from a zoning classification of “P-C2A” to a zoning classification of “P-I-1” the easternmost two hundred fifty (250’) feet of a 3.84-acre parcel of land currently owned by Colonial Fuel & Lubricant Services, Inc., more commonly known 1580 Dean Forest Road.

Councilmember Daniel motioned to approve the ordinance on the first reading. The motion was seconded by Councilmember Tice and passed without opposition.

Councilmember Daniel motioned to suspend the rules of council and hold the second reading of the ordinance. Councilmember Tice seconded the motion, which passed without opposition.

**Second Reading - Ordinance – Zoning Map Amendment (1580 Dean Forest Road):** The Clerk of Council read the first reading of the heading of an ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended, to rezone from a zoning classification of “P-C2A” to a zoning classification of

“P-I-1” the easternmost two hundred fifty (250’) feet of a 3.84-acre parcel of land currently owned by Colonial Fuel & Lubricant Services, Inc., more commonly known 1580 Dean Forest Road.

Councilmember Tice motioned to adopt the ordinance on the second reading. The motion was seconded by Councilmember Daniel and passed without opposition.

**Resolution – Extension of Outdoor Advertising Moratorium:** The Clerk of Council read the heading of a resolution to extend the moratorium barring the issuance of permits for new outdoor advertising or separate use signs within the city limits of Garden City from June 3, 2024 to July 2, 2024, in order to allow the City Council sufficient time to consider the proposed amendments to the City’s Code of Ordinances relating to outdoor advertising and separate use signs.

Councilmember Daniel motioned to approve the resolution. Councilmember Ruiz seconded the motion. Councilmember Daniel voted in favor, with Councilmember Morris, Councilmember Ruiz, Councilmember Tice, and Mayor Campbell opposed.

**Resolution – 2024 LMIG Engineering Services:** The Clerk of Council read the heading of a resolution authorizing the City Manager to apply to the Georgia Department of Transportation for a 2024 Local Maintenance Improvements Grant to assist with funding for the resurfacing of Chatham Villa Drive, Byck Avenue, and Salt Creek Road (to the dead end) and to further authorize the City Manager to accept and execute a work order of Brennan Jones Engineering Associates, LLC, for the preparation

of the grant application, and the performance of the design, geotechnical testing, bid solicitation, and construction administration associated with the road work.

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

**Resolution – Emergency Sewer Main Line Repair Work:** The Clerk of Council read the heading a resolution to ratify emergency service procurement for the City’s sewer line on Smith Avenue.

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

**Resolution – Staffing Level Amendment (Public Works & Utilities Department):** The Clerk of Council read the heading of a resolution by the Mayor and Council to amend the FY2024 adopted budget staffing level of the General Fund to provide for a full-time Public Works & Utilities Department Administrator for the City’s Public Works & Utilities Department.

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

**Resolution – Interim Clerk of Council Appointment:** The Clerk of Council read the heading of a resolution to appoint Veronica Enoch, Executive Assistant to the City Manager, as the Interim Clerk of Council.

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

**Executive Session Personnel and Legal Counsel:** Councilmember Ruiz motioned to hold a closed executive session to discuss pending litigation and personnel. Councilmember Danel seconded the motion, which passed without opposition.

**Adjournment:** Upon the return of the Mayor and Council from the closed executive session, and there being no further items to discuss, Mayor Campbell called for a motion to adjourn the meeting. Councilmember Morris motioned to adjourn the meeting at approximately 6:25 p.m. The motion was seconded by Councilmember Ruiz and passed without opposition.

*Transcribed & submitted by: Veronica Enoch, Interim Clerk of Council*

*Accepted & approved by: The City Council on 6/17/24*

## **SYNOPSIS**

### **City Council Workshop Monday, June 10, 2024 – 5:30 p.m.**

**Call to Order:** Mayor Campbell called the workshop to order at approximately 5:30pm. Councilman At Large Gwyn Hall led with a prayer.

#### **Attendees:**

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

**Staff Members:** Rhonda Ferrell- Bowles, City Manager, James P. Gerard, City Attorney, Yolanda Irizarry, HR Director, Gil Ballard, Chief of Police, Mike Dick, Fire Chief, Marth Vallada, Water Operations Mgr., Dagny Pariani, Wastewater/Water Treatment Manager, Ben Bregman, IT Director, Katie Draeger, Finance Manager, and Veronica Enoch, Executive Assistant / Interim Clerk of Council, Denise Grabowski, Planning Consultant.

#### **Old Business**

**Outdoor Advertising Sign Ordinance:** The City Manager opened the discussion asking if there were any questions, concerns, or changes. Jim Gerrard, City Attorney ask that the Planning Consultant, Denise Grabowski address the issue. Per Ms. Grabowski, she had researched both the City of Savannah and Pooler's ordinances which were much more restrictive than Garden City's. Pooler only allows billboards on the interstate, and Savannah only allows billboards at certain intersections. Garden City does not limit by road type, but rather by distances and by zoning classifications. With that in mind, Garden City's is still more lenient than neighboring jurisdictions. The Planning Commission had proposed a provision to increase the distance from residential areas and there was a modification in the distance from 1000ft, to 300ft., and Garden City has seen an increase in applications from advertising companies.

Councilmember Daniel inquired about when it was determined that there was a limit on the number of signs. Per the City Attorney, that had been deleted from the ordinance. He had researched liked sized cities for comparison and found that none were less than 500ft; however, with each town being different and with other restrictions, it does become difficult. In his opinion, the enforcement of the ordinance needs to be better managed and there are various inconsistencies that need to be cleaned up, but this does not prohibit the city from moving forward with the ordinance. Previous issues such as LED lights, and distance from churches have been addressed in the past.

Councilmember Hall added that he did not want Garden City to become “billboard city” and known as the less complicated jurisdiction for the application process.

Council member Lassiter suggested that we give the representative present the opportunity to address council.

Jeb Renfro with Renfro Outdoor Advertising passed out information and comparison between Savannah and Garden City’s current and proposed advertising ordinance. The handout also included recommendations for: Minimum feet from residential, church and school zones. Setbacks from property lines and buildings, Maximum heights for interstate and non-interstate, the no. of signs per lot, and the size of signs along I-95 and -I16. According to Ms. Grabowski, the suggestion that we need a larger sign face and higher signs due to setback is not true, and she cited examples along I-16 and added that it is ultimately up to council as to what they think is in the best interest of its citizens in terms of spacing and making it more livable for residents.

Councilmember Morris commented on height and setbacks based on the location. The City Attorney stated further that special circumstances will allow for variances in the application process.

## **New Business**

### **IT Department Items:**

**Court Software:** The Court is requesting a new court software system due to the current system, Tyler being outdated. The I3 Verticals (CJT) will help to streamline processes and be more efficient. Cost will be \$1000/mo. and is within current budget.

Councilmember Daniel asked Ben, IT Director his thoughts, and he agreed that it was a sound technical decision.

Councilmember Morris ask if the software could be used with any other practices. It is only applicable to court.

Per City Attorney, Gerrard the contract can be terminated without penalty, they have liability coverage of two million dollars, and offered a one year contract instead of three years.

**Public Works Camera System:** A budget item for this FY24 at \$46,731.13 to install the camera system upgrades for a Public Works and Police area for security. The system utilizes the newest cloud based and AI technology. No questions or observations were made.

**Recreation /IT Item:** Information on the proposed purchase of the CivicPlus online registration and facility rental program for Recreation Dept. Cost is \$8,588 and is currently in the budget. A discount is also available through June 12<sup>th</sup>.

**Fire Dept. Item:** Fire Chief Mick Dick is asking for consideration of military surplus equipment from the Ga. Forestry Commission. The vehicle will be leased via Ga. vehicle for brush fires, high water flood evacuation, and cases where all wheel drive vehicles are needed to assist law enforcement. Chief Dick as asking to proceed with the application in preparation of hurricane season.

**Wastewater Treatment Item:** This is a cost estimate to repair the lift station at 3rd street and Hwy 80. The cost is \$79,473.68, which is not a budgeting item; however, there is funding of \$100k under “Sites Improvement” that are available. It is much needed and will be a budgeted item for next year.

Councilmember Lassiter added that he had toured the wastewater facility and it is in desperate need of attention and suggested that we take a proactive approach on the matter. All agreed. The City Manager added that the Wastewater Mgr., Dagney Pariani was doing an excellent job and keeping everything together. It will be in a budget item for next year. Councilmember Hall inquired about a previous purchase of \$90k for the department. Per Dagney, it was for the clarifier project which is currently underway.

**Human Resources Item:** House keeping item for the Ga. Municipal Association Employee Benefit System Retirement Plan. Periodically GMA ask that all municipalities update and amend plans to insure to continue as tax qualified status. The changes will be adopted in the form of an ordinance at the June 17<sup>th</sup> council meeting and will require two readings.

Councilmember Daniel asked if there was any decision on the water issue previously presented by the City of Savannah. Per the City Manager, they are working on it and have met with Hussey Gay and Bell and there are plans for a kick-off meeting to present a master plan.

Councilmember Ruiz inquired about the contract with NextSite and if we've received any updates from them. Per the City Manager, there have been no updates or information for quite some time. Ruiz suggested that the contract been reviewed, and or terminated.

With not further questions, or comments, the meeting was adjourned at approximately 6:04pm.

Transcribed & submitted by: Veronica Enoch, Interim Clerk of Council

Accepted & approved by: The City Council on 6/17/24



FIRE CHIEF MIKE DICK

# GARDEN CITY FIRE RESCUE

100 CENTRAL AVENUE  
GARDEN CITY, GEORGIA 31405  
912-966-7780



**REPORT TO MAYOR AND CITY COUNCIL**

**AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**DATE: June 7, 2024**

**SUBJECT: *Fire Department May 2024 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 of May 2024 and all related information is current as of May 31, 2024.

Prepared by: Heather Bayer  
Title: Admin

Reviewed by: Michael Dick  
Title: Chief of Fire

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Rhonda Ferrell-Bowles, City Manager

Attachment(s)





FIRE CHIEF MIKE DICK

## GARDEN CITY FIRE RESCUE

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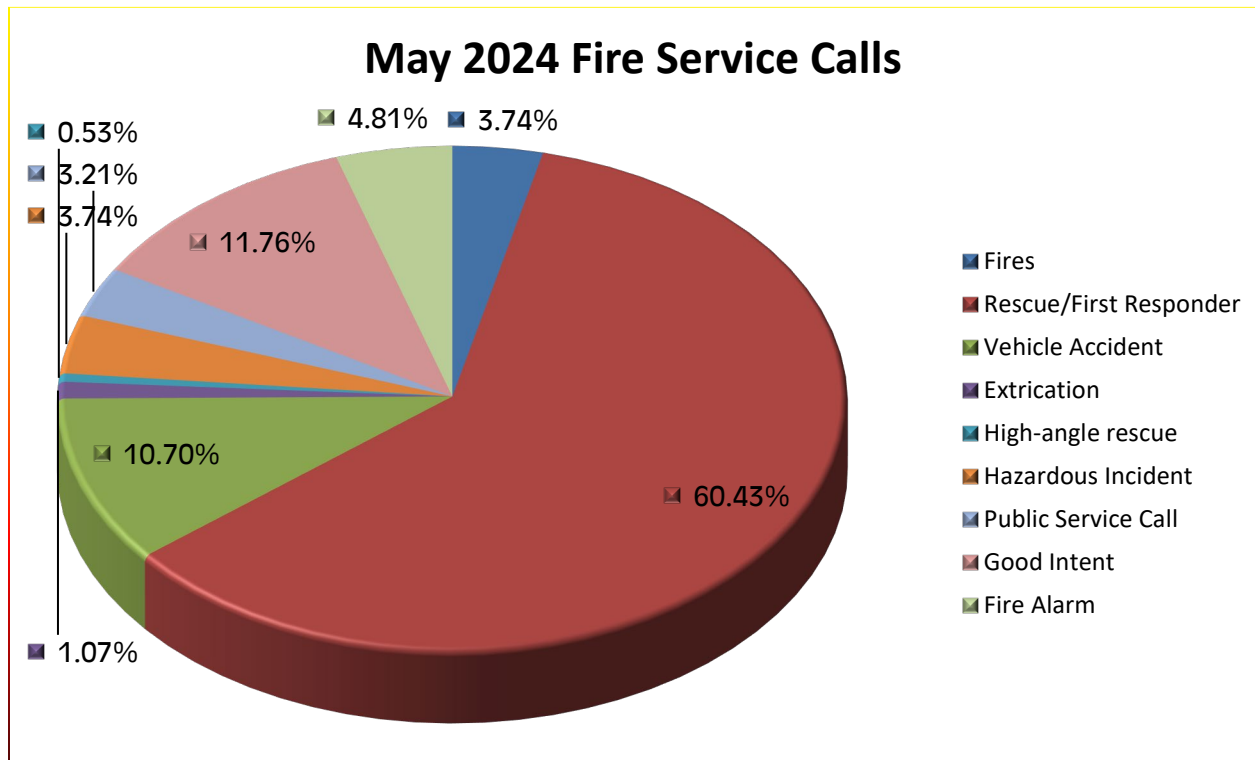
### Calls for Service in May 2024

There was a total of 188 calls for service in the month of May 2024.

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

#### **Incident Type:**

Building fire	2	First Responder	113
Road freight or transport vehicle fire	2	Vehicle Accident	20
Brush or brush & grass mixture fire	1	Extrication	2
Grass fire	1	High-angle rescue	1
Outside rubbish, trash, or waste fire	1	Hazardous Incident	7
		Public Service Call	6
		Good Intent	22
		Fire Alarm	9





FIRE CHIEF MIKE DICK

## GARDEN CITY FIRE RESCUE

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### Department Training

In May, fire personnel reported a total of 656 hours of training resulting in an average of 25.23 hours of training per Firefighter and a total of 2,903 hours for the year.

Firefighter Cason Douberly passed his National Registry Emergency Medical Technician exam and is now an EMT-B!

During the month of May, Lieutenant Kristopher Fain and Lieutenant Michael Gordon attended Robert E. Rumens Hampton Roads Marine Firefighting School in Norfolk, VA. This was a six-day course that included classroom instruction, live fire evolutions, vessel tours, and exercises that follow the NFPA 1005 standard. It was hosted by the Port of Virginia Maritime Incident Response Team and the Norfolk Fire Department.



Captain Molinari spent two weeks at GPSTC in Forsyth to become a Fire Inspector. This is a very fast-paced and intense course. Having another Fire Inspector helps ensure that Garden City stays safe! Captain Molinari will be focusing on the Hazardous Material inspections for the City under the guidance of Chief Fire Marshal Carlos Nevarez.



FIRE CHIEF MIKE DICK

## GARDEN CITY FIRE RESCUE

100 CENTRAL AVENUE  
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In the first photo, crews can be seen conducting special rescue drills during training at Station 2. The second photo shows firefighters training on rapid extraction from a residential roof.



On May 22<sup>nd</sup> & 23<sup>rd</sup>, Chief Johnson along with Fire Marshal Nevarez and Deputy Fire Marshal Roberts taught CPR to Savannah Christian students. These students must have CPR certifications to be summer camp counselors. This is something we do with them every year.

### **Department Activities/Events**

Beginning June 3<sup>rd</sup> (announced in May), the Fire Department will start a 3-month trial period of the 48/96 work schedule (two consecutive 24-hour workdays followed by 4 days off). Currently, our department utilizes the 24/48 schedule (one 24-hour workday followed by 2 days off). If successful, the schedule will become permanent after the trial period. This is a project we have been working on for some time. With the current environment focusing on PTS and sleep deprivation, many departments nationwide have gone to this schedule to allow more time for personnel to spend with their families and decompress. The current studies show that this program benefits the employee, the community and safety for all at no extra cost to the municipalities. We are one of the first full-time departments in the area to make this change.





FIRE CHIEF MIKE DICK

## GARDEN CITY FIRE RESCUE

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We have already seen an increase in applications and the crews have reported that their family time has made a real difference.

With the start of hurricane season, GCFR staff has been focused on emergency management activities. We have set up an incident command board, inventoried supplies, and started preparing workbooks with FEMA forms.

On their return trip from training, Lieutenant Gordon and Lieutenant Fain stopped in Hampton to visit probationary Firefighter Jeremy Bartolomei. He is attending helicopter maintenance training at Fort Eustis, VA for the Georgia Army National Guard. Thank you for your service!



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### Community Relations

On May 13<sup>th</sup>, GCFR installed a smoke alarm on Shaw Avenue at the resident's request.



FIRE CHIEF MIKE DICK

## GARDEN CITY FIRE RESCUE

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### Apparatus

Apparatus	Year/Make/Model	Status
NEW Engine 201	2024 Pierce Pumper	In service
Engine 201 (now 204)	2016 Pierce Pumper	In service – needs PM service
Engine 202	2016 Pierce Pumper	In service – needs PM service
Engine 203 (Reserve 202)	2000 E-One Pumper	In service – finally received parts, sensor issues repaired, load manager repaired, PM service completed
Tender 202	2015 Kenworth Tanker	In service
Truck 202 (ladder)	2003 E-One Ladder Truck	In service – outriggers repaired for aerial ladder

### Fire Marshal

In May, the Fire Marshal's Office continued to work on annual fire inspections and certification training hours. This month was a little slow due to reviewing and revising policies on hazardous materials. The increase in warehousing has also brought more hazardous material to our jurisdiction. Our office has been focusing on these target hazards and will be developing a stricter program to ensure the safety of these locations. Our routine inspections have continued, but most of our focus has been on closing out outstanding violations. We will start annual fire inspections on Augusta Road businesses in June. We will also begin our annual smoke alarm blitz throughout the community to ensure every resident has a working smoke alarm in their home. Our staff attended the Fire Inspector Association bi-monthly training in Forsyth, GA where Fire Marshal Nevarez assisted the state in a course concerning changes to the firework laws and code. On May 22<sup>nd</sup> & 23<sup>rd</sup>, our office provided CPR First Aid training to 24 Savannah Christian Academy students as well as provided fire safety education to a few commercial businesses.

Below are the numbers for the month.

<b>Total number of Inspections:</b>	<b>50</b>
<b>Total number of Pre-Plans:</b>	<b>12</b>
<b>Total number of Plan Review Hours:</b>	<b>20 hrs.</b>
<b>Total number to Regulatory Fees Collected:</b>	<b>\$1,620.00</b>



FIRE CHIEF MIKE DICK

## GARDEN CITY FIRE RESCUE

100 CENTRAL AVENUE  
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### Looking Ahead

- Focusing on building maintenance in the stations to improve condition and appearance.
- Continue progress on aggressive training schedule to bring all department personnel up to required standards.
- Continue broadening the community outreach with continued programs such as community CPR classes, the smoke detector program, and Close Before you Doze.
- We will also be focusing on how to meet the growing needs of the community.

## Incident Type Report (Summary)

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
<b>Incident Type Category (FD1.21): 1 - Fire</b>						
111 - Building fire	2	1.06%	100,000.00	50,000.00	150,000.00	100.00%
132 - Road freight or transport vehicle fire	2	1.06%	0.00	0.00	0.00	0.00%
142 - Brush or brush-and-grass mixture fire	1	0.53%	0.00	0.00	0.00	0.00%
143 - Grass fire	1	0.53%	0.00	0.00	0.00	0.00%
151 - Outside rubbish, trash or waste fire	1	0.53%	0.00	0.00	0.00	0.00%
<b>Total: 7</b>	<b>Total: 3.72%</b>	<b>Total: 100,000.00</b>	<b>Total: 50,000.00</b>	<b>Total: 150,000.00</b>	<b>Total: 100.00%</b>	
<b>Incident Type Category (FD1.21): 3 - Rescue &amp; Emergency Medical Service Incident</b>						
311 - Medical assist, assist EMS crew	6	3.19%				
321 - EMS call, excluding vehicle accident with injury	107	56.91%				
322 - Motor vehicle accident with injuries	16	8.51%				
324 - Motor vehicle accident with no injuries.	4	2.13%				
352 - Extrication of victim(s) from vehicle	2	1.06%				
356 - High-angle rescue	1	0.53%				
372 - Trapped by power lines	1	0.53%				
<b>Total: 137</b>	<b>Total: 72.87%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>	
<b>Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)</b>						
411 - Gasoline or other flammable liquid spill	1	0.53%				
412 - Gas leak (natural gas or LPG)	1	0.53%				
444 - Power line down	4	2.13%				
445 - Arcing, shorted electrical equipment	1	0.53%				
<b>Total: 7</b>	<b>Total: 3.72%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>	
<b>Incident Type Category (FD1.21): 5 - Service Call</b>						
511 - Lock-out	1	0.53%				
551 - Assist police or other governmental agency	1	0.53%				
553 - Public service	3	1.60%				
561 - Unauthorized burning	1	0.53%				
<b>Total: 6</b>	<b>Total: 3.19%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>	
<b>Incident Type Category (FD1.21): 6 - Good Intent Call</b>						
611 - Dispatched and cancelled en route	18	9.57%				
622 - No incident found on arrival at dispatch address	3	1.60%				
651 - Smoke scare, odor of smoke	1	0.53%				
<b>Total: 22</b>	<b>Total: 11.70%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>	
<b>Incident Type Category (FD1.21): 7 - False Alarm &amp; False Call</b>						
711 - Municipal alarm system, malicious false alarm	2	1.06%				
735 - Alarm system sounded due to malfunction	2	1.06%				
745 - Alarm system activation, no fire - unintentional	5	2.66%				
<b>Total: 9</b>	<b>Total: 4.79%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>	
<b>Total: 188</b>	<b>Total: 100.00%</b>	<b>Total: 100,000.00</b>	<b>Total: 50,000.00</b>	<b>Total: 150,000.00</b>	<b>Total: 100.00%</b>	



**REPORT TO MAYOR AND CITY COUNCIL**

**AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL      DATE: June 11, 2024**

**CT: Human Resources Department Report for May 2024**

**Report in Brief**

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

Prepared by: Yolanda Irizarry

Title: Human Resources Director

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

Title \_\_\_\_\_

\_\_\_\_\_  
City Manager

**Garden City  
Human Resources Department  
May 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 Financial Services Specialist, Deputy Clerk of Court, Planning and Economic Development Director, Meter Reader, and Water/Sewer Repair Technician.

**New Hires**

The City welcomed three (3) new hires during the month of May: one individual was hired as an IT Services Administrator, another individual was hired as a Firefighter, and the third individual was hired as a Water/Sewer Repair Technician.

**Promotions/Appointments/Milestones**

During the month of May, Mrs. Rhonda Ferrell-Bowles was appointed as the City Manager by the Mayor and Council.

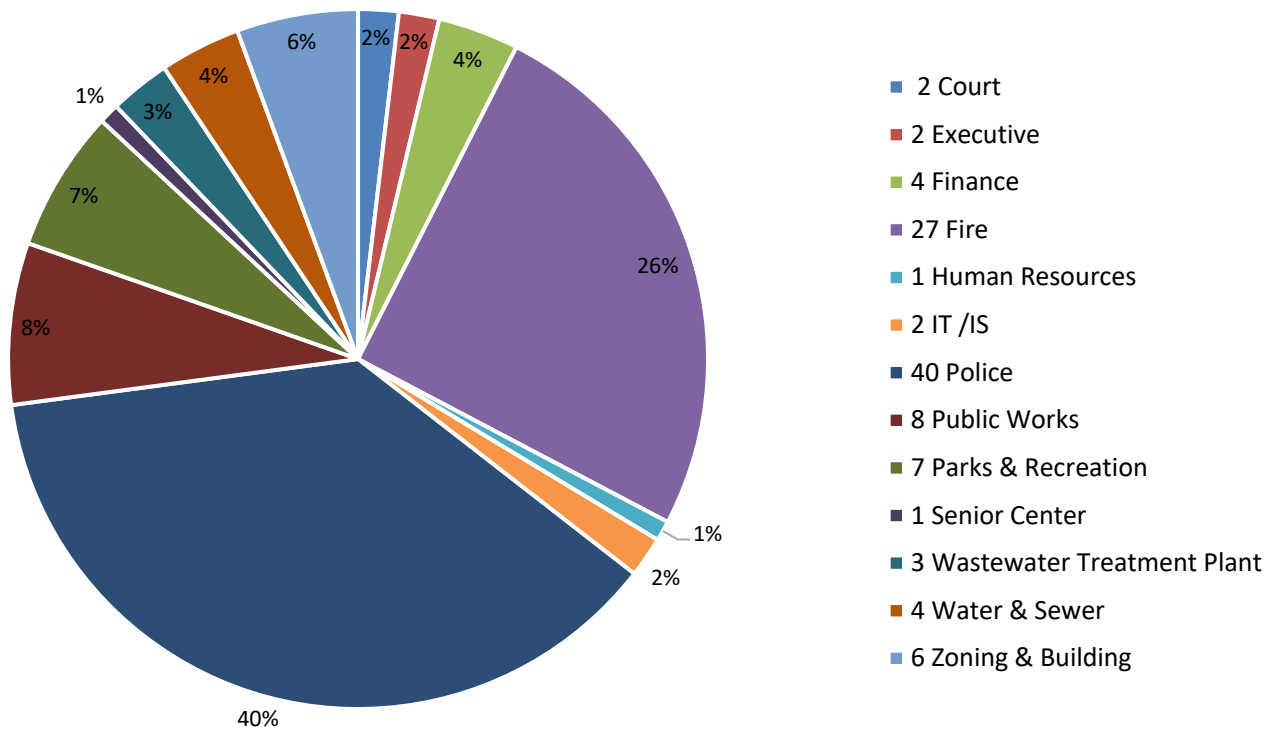
**Employment Terminations**

There was one (1) separation from employment: a voluntary resignation from the Police Department.

**City Employment**

The City ends the month of May with 107 full-time employees.

### Active Full-Time Employees by Department



### Additional Personnel Information Including Part-Time Employees

This report normally covers the count for full- and part-time employees. 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.

May	
TOTAL EMPLOYEES:	126
FULL-TIME ONLY:	107
CONTRACTOR/TEMP:	0
PART-TIME:	6
PART-TIME/CASUAL -SEASONAL	13

Employee Turnover Data Per Month

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

**Garden City Personnel Data**  
**New Hires – 2024**

Job Title	Hire Date
Wastewater Supervisor	1/1/2024
Wastewater Operator Class III	1/1/2024
Police Officer Recruit	1/2/2024
Firefighter	1/31/2024
Firefighter	2/19/2024
Receptionist – Front Desk	2/20/2024
Police Officer	2/27/2024
Firefighter	3/21/2024
Police Officer Recruit	3/22/2024
Recreation Programs Coordinator	4/22/2024
Public Works Technician	4/23/2024
Firefighter	4/30/2024
IT Services Administrator	5/6/2024
Firefighter	5/6/2024
Water/Sewer Repair Technician	5/20/2024

## REPORT TO MAYOR AND CITY COUNCIL

## AGENDA ITEM

### *Parks & Recreation*

### **Parks & Recreation 2024 May Report**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**     **DATE:** June 12<sup>th</sup>, 2024

**SUBJECT: *Parks & Recreation 2024 May 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 May 2024 and all related information is current as of June 11, 2024.

### **Parks & Recreation Department Status Report Summary - May 2024**

Prepared by: Cliff Ducey  
Title Parks & Recreation Director

\_\_\_\_\_  
Rhonda Ferrell, City Manager

Attachment(s)

#### **Adult Programs Senior Center Programs/Activities**



- *During May we had an averaged 48 Senior Citizens per day at the Senior Center.*
- *We served 780 Senior Center meals in May.*
- **Pictured.** *Our Garden City Senior Citizens enjoying fishing lunch at the Deloach's a pond house.*

*Come join the fun at the Garden City Senior Center 78 Varnedoe Ave, 912-966-7791*

➤ Sports Programs/Events ....

*During the month of May 156 youths participated in Garden City's Parks and Rec Youth Programs.*

**Garden City Camp Eagle Sumer Day Cam May 30 – July 28<sup>th</sup>**



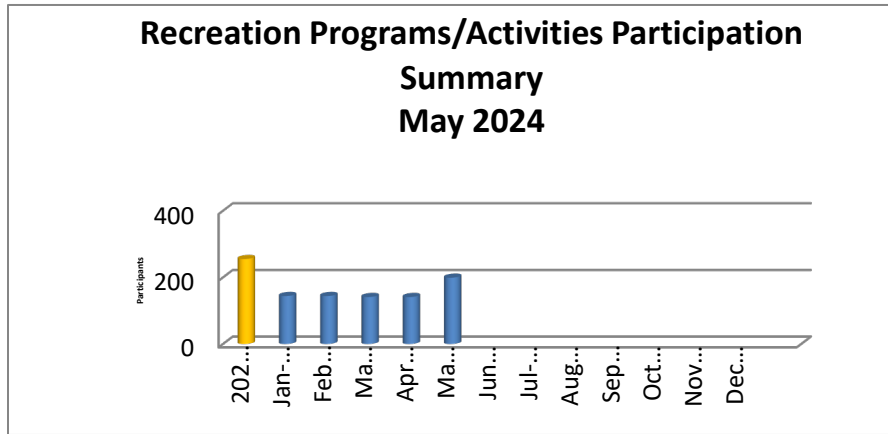
• **Camp Eagle Registration....**Register at Garden City Gym Monday –Friday  
8:30am – 5pm (Check, Money Order, Credit/ Debit Card only) (912)966-7788

• **GC Camp Cooper Registration....**Register at Garden City Gym Monday –Friday  
8:30am – 5pm (Check, Money Order, Credit/ Debit Card only) Call (912)966-7788



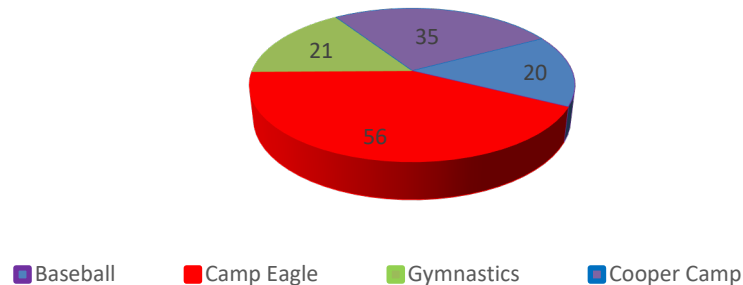
➤ **Lunch and fun at the Cooper Center Summer Day Camp May 2024**

➤ **Upcoming Sports Programs/Events ....**  
**Youth Football/Cheerleading and Soccer**



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

**Top 4 youth Programs May Participation 2024**



**Park Maintenance:**

We are in the growing season!

All Garden City Parks and baseball fields are being maintained as usual by our Parks and Recreation maintenance staff.

Prepared by: Cliff Ducey  
 Title Parks & Recreation Director





**REPORT TO MAYOR AND CITY COUNCIL**

**AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**DATE: June 6, 2024**

**SUBJECT: *Planning and Economic Development Permitting and Inspections Monthly Status Report***

**Report in Brief**

The Department of Planning and Economic Development Monthly Status Report includes a summary of the monthly activities and projects of permitting and inspections 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 May 2024 and all related information is current as of June 1, 2024.

Prepared by: Jonathan Trego

Title PZ SUPV

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

Title \_\_\_\_\_

\_\_\_\_\_  
Rhonda Ferrell-Bowles; City Manager

Attachment(s)

- Code Enforcement

## Planning and Economic Development Department

### Status Report

Summary – April 2024

### Permits

There were 67 permits issued during the month. *They included:*

**New Construction Building Permits**

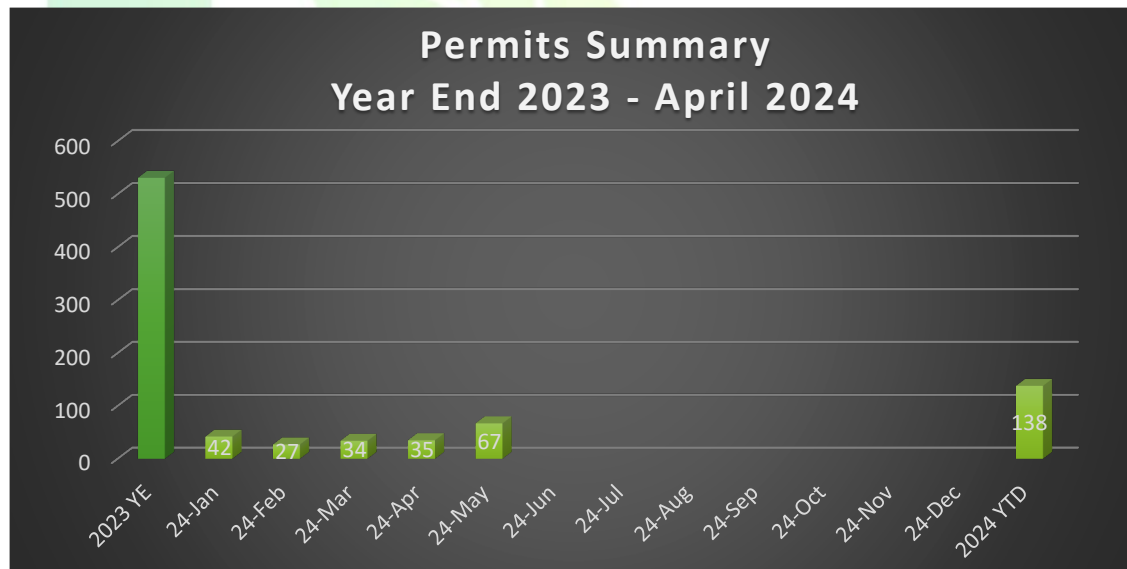
**Renovation/Expansion Building Permits**

**Electrical Permits**

**Sign Permits**

**Miscellaneous Permits**

*The graph below is a visual summary of the permits issued.*



	Number of Permits
2023 Year End	531
Jan-24	42
Feb-24	27
Mar-24	34
Apr-24	35
May-24	67
Jun-24	
Jul-24	
Aug-24	
Sep-24	
Oct-24	
Nov-24	
Dec-24	
2024 YTD	205

### **Inspections**

Inspections scheduled included:

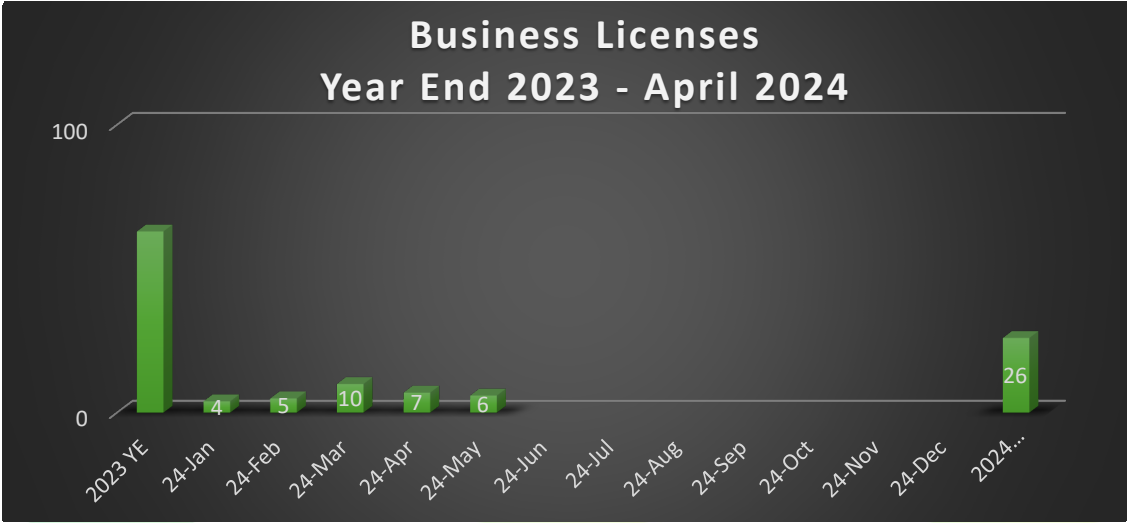
- 94 Inspections
- Including, building, electrical, plumbing, mechanical, signs, and other permit inspections.

### **Code Enforcement Activity**

- 68 Courtesy Notice of Violations Issued
- 00 Signs
- 00 Sanitation Citations (Enforcement Ceased per CM)
- 117 Re-Inspections
- 30 Cases Closed (Compliance or Dismissed)
- 39 Vehicles Tagged Derelict or tagged for tow
- 17 Vehicles Towed
- 30 Vehicles Move by Owner or brought into compliance
- 24 Court Citations
- 00 Miscellaneous Inspections (Checking zoning, business license, permits)
- 02 Housing codes
- 00 Cease and Desist orders obtained
- 00 Warrants and Court Orders obtained
- 05 Properties that the City worked on (including cutting, cleaning, securing) and billed
- 00 Code Enforcement condemnations (placards posted – including unfit, unsecure, unsafe)
- 00 Stormwater Inspections
- 04 Stop Work Order Issues

**New Business Licenses Issued  
April 2024**

<b>Name</b>	<b>Address</b>	<b>Business Type</b>
The Kingston	174 Minus Ave	Hotel
Advanced Concrete Cutting & Coring USA LLC	9 Bryce Dr	Subcontractor Concrete Cutting
Stay Fresh Vending LLC	1335 Lynah Ave Ste 102	Vending Machine Operations
Garden City Laundromat LLC	4820 Augusta Rd	Drycleaners
IMC Logistics LLC	401 Telfair Rd	General Freight Local
Mark C Pope Associates Inc	20 Bryce Industrial Dr	Industrial Machinery and Equipment Merchant Wholesalers



	New Businesses
2023 Year End	63
Jan-24	4
Feb-24	5
Mar-24	10
Apr-24	7
May-24	6
Jun-24	
Jul-24	
Aug-24	
Sep-24	
Oct-24	
Nov-24	
Dec-24	
2024 YTD	26

# Memorandum

**To:** Rhonda Ferrell-Bowles

**From:** Eric Griffin/Benji Selph – Code Officers and Jonathan Trego – Planning Supervisor

**Date:** June 1, 2024

**Re:** Council Report

---

The Code Enforcement Unit activity report for April 2024 is as follows:

Signs- 00

Sanitation Citations-00

Courtesy Notices and Violation Notices- 68

Re-inspections- 117

Cases Closed (Compliance or dismissed)- 30

Vehicles Tagged Derelict or tagged for tow- 39

Vehicles Towed- 17

Vehicles MBO or brought into compliance- 30

Court Citations- 24

Misc. Inspections (including zoning inspections, tax cert checks, permit checks, routine insps)- 00

Housing Codes- 02

Cease and Desist Orders obtained: 00

Warrants and Court Orders obtained: 00

Properties that the City worked on (including cutting, cleaning, securing) and billed- 16

CE Condemnations (Placards posted- including for unfit, unsecure, unsafe): 00

Stormwater Inspections (EPD): 00

Stop Work Order Issues: 04

## REPORT TO MAYOR AND CITY COUNCIL

## AGENDA ITEM

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**DATE: 6-10-2024**

**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 May 2024.

Prepared by: Jeri Varnum  
Title: Executive Assistant/Accreditation Manager

Reviewed by: Gilbert C. Ballard  
Title: Chief of Police

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Rhonda Ferrell  
City Manager

Attachment(s)



# Police Department - May 2024 Status Report

## Calls for Service

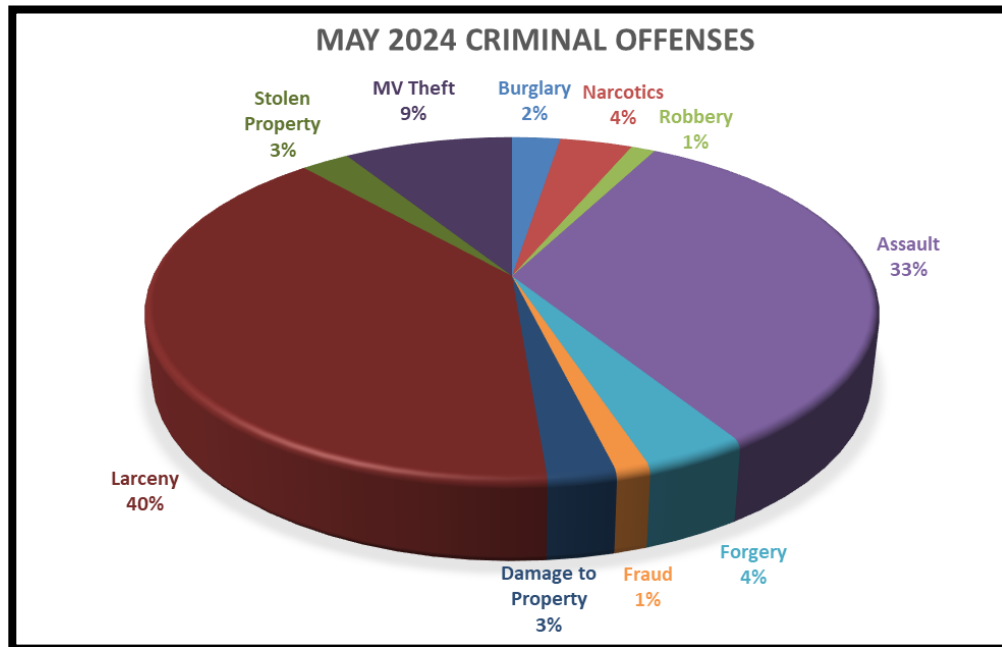
There were a total of 2,161 calls for service and self-initiated activity in the month of May, for a total of 7,608 calls for service year to date.

There were 286 incident reports written in the month of May, for a total of 1,368 for the year.

## Adult & Juvenile Arrest/Charge Summary

Adult Arrests - 115      Juvenile Arrests - 3

<u>Offenses</u>			
Assault	26	Burglary	2
Damage to Property	2	Forgery	3
Fraud	1	Larceny	31
Motor Vehicle Theft	7	Narcotics	3
Robbery	1	Sex Offense	1 (unknown address)
Stolen Property	2		



## Current Month's Top Criminal Violations by District

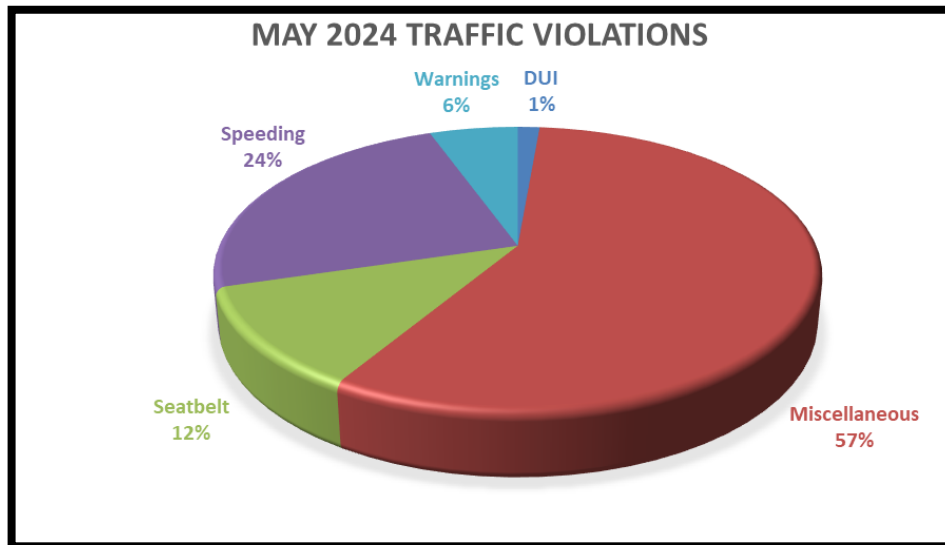
	Daniel District 1	Ruiz District 2	Morris District 3	Lassiter, Jr. District 4	Tice District 5
Assault	0	9	6	4	7
Burglary	0	1	0	0	1
Damage to Property	0	0	1	1	0
Forgery	2	0	0	1	0
Fraud	0	0	0	0	1
Larceny	4	11	0	2	14
MV Theft	3	2	0	1	1
Narcotics	2	0	1	0	0
Robbery	0	0	1	0	0
Stolen Property	1	1	0	0	0



**School Zone Violations** There were 126 citations issued for the school zone cameras on Kessler Avenue in May. A total of 767 citations have been issued for 2024.

**Traffic Violations** There were 1,388 traffic violations during May, 136 of which were commercial vehicle citations. A total of 6,917 traffic violations have been written for 2024.

<b><u>Traffic Violations Issued</u></b>	Speeding Violations	334	Fatalities	0
	Seat Belt Violations	162	Written Warnings	77
	DUI Citations	19	Miscellaneous Citations	796



**Accidents**

Total Accident Reports	65
Public Roadway Accidents	53
Private Property Accidents	127

**Open Records Requests** The Garden City Records Clerk received and processed 303 Open Records requests for May. A total of 1,295 Open Records Requests have been processed in 2024.

**Training** During May 2024, police personnel reported a total of 154 hours of training. Some of the training classes the officers attended during the month were: Proper Restraints and Hold Techniques, Human Trafficking and Commercial Sexual Exploitation of Children, Georgia Crisis Intervention Team, Health and Wellness, Criminal Procedure, and ALICE Active Shooter Response Instructor.

**Items of Interest for May 2024**

- The Police Department hosted 2 COPS at Bus Stops in May.
- Our officers (and a few friends) had a great time participating in the 200 Club's Battle of the Badges 2024 Dodgeball tournament.
- The Department was honored to participate in The 200 Club of the Coastal Empire's 2024 Savannah Mile in Savannah.
- The Department has 3 Police Officer vacancies.

## REPORT TO MAYOR AND CITY COUNCIL

## AGENDA ITEM

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**DATE:** 6/07/2024

**SUBJECT:** *Department of Public Works*

### Report in Brief

The Public Works Department 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 May and all project related information is current as of 05/31/2024.

Prepared by: Lynnette S. Hymes  
Title Executive Administrative Assistant

Reviewed by: Virgil Moore  
Title Director of Public Works

---

Rhonda Ferrell, City Manager

Attachment(s)

Department of Public Works



June 19th



## Public Works Department Monthly Status Report Summary – May 2024

### Operations & Maintenance:

Public Works personnel completed 9 **Resident Requests**, and 252 **Work Orders** for the month of May.

**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 – 0 ft., Cut: 8,583 feet

#### Streets:

- Street Repairs – Potholes – 12 Osceola Dr., 5<sup>th</sup> Street, 6<sup>th</sup> Street, Wheathill Road, The Oaks, 3822 Old Louisville Rd., 6<sup>th</sup> Davis St., 5<sup>th</sup> Delettre, Big Hill Rd., 15 bags, Telfair Place & Telfair Road, Hickory and Azalea Ave, Winoca Dr., Briarwood Rd. Filled various small potholes around the city.
- Street Sweeper Mileage – 24.186
- Signs: Multiple Knockdowns/replacements – 8

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

- 00.00 Tons Collected – 13.34
- 00.00 Tons Collected Total Mixed Dry Trash – 14.30 YTD
- Cost of Tons Collected Total Mixed Dry Trash – 1,012.46
- Cost of Tons Collected Total Mixed Dry Trash – 1,193.67 YTD
- 14.30 Tons Collected YTD taken to Savannah Regional Landfill

Trees: Cut and Removed limbs – Cooper Lane and Oglesby Ave.

Code Enforcement Request: Grass Cutting - 0 Dean Forest Road, 103 Prosperity Drive, 4001 5<sup>th</sup> Street, 4121 6<sup>th</sup> Street, 3822 Old Louisville Road, 236 Big Hill Rd., 238 Big Hill Rd., 240 Big Hill Rd., 302 Priscilla D. Thomas, 0 Water Oak Way, 201 Water Oak Way, 201 Water Oak Way, 4109 2<sup>nd</sup> St., 4023 2<sup>nd</sup> St., 131 Salt Creek Rd., 5106 Pineland Dr., 4720 Augusta Rd., 9 Bishop Ave., 130 Rommel Ave., 81 Varnedoe Ave.

Police Request: – US Highway 21 and Priscilla D. Thomas Way - Remove Deer Carcas.

## **May Monthly Report for the Mayor and City Council**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 06/17/2024**

**SUBJECT: *Technology Department Monthly Report for May 2024***

### **Report in Brief**

The Information Technology and Building Department, Monthly Report, includes detailed information to inform the public and the City Council better.

Prepared by: Ben Brengman

Title: Information Technology Department Director

### **Technology Report**

Garden City Information Technology May 2024 End of Month Report

- Switched mobile carriers from AT&T FirstNet to Verizon.
- The upgrade of storage for NAS (Network Attached Storage) 80% complete.
- With council approval the camera project at Public Works will begin.
- Implementation of the new IT ticketing system has begun and will be in place by July 1<sup>st</sup>, 2024.
- Beginning the implementation of CivicRec. This will allow citizens to register online for classes and sports.
- Working on a long-term plan to replace older infrastructure.

**Building Maintenance**

- Schedule maintenance for air filter replacements
- Parts to replace the compressor for A/C unit above the council chambers have been ordered.
- The grounds at City Hall have been cleaned up, including painting in the extra parking area and pruning of the trees.

## REPORT TO MAYOR AND CITY COUNCIL

## AGENDA ITEM

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**DATE:** 6/07/2024

**SUBJECT: *Water and Sewer Operations Monthly Status Report***

### **Report in Brief -**

The Water and Sewer Operations Department 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 May and all project related information is current as of 05/31/2024.

Prepared by: Lynnette S. Hymes

Title

Executive Administrative Assistant

Reviewed by: Geunmarth Vallada

Title

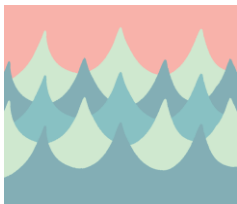
Director Water/Sewer Operations

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Rhonda Ferrell, City Manager

Attachment(s)

Department of Water and Sewer Operations



World Oceans Day



## **Water Operations & Maintenance:**

88 Service Orders, 92 Work Orders

34.6 million Gallons of Drinking Water for the Month of May 2024

**Hydrant Services: 31**

**Water Line Services: 88**

**Located Services: 91**

### **Utility Services:**

- Meter Services: 77
- Connects: 37
- Disconnects: 25
- Delinquent Disconnects: 86

\* 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: 22
- Lateral/Blockage Services: 2
- Sanitary Sewer Overflow Event: 0
- Storm Pipes Cleaned: 0
- Jet Vac: 0

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

### **EXECUTIVE SUMMARY**

- The treatment plant received a total of 6.1 inches of rain during the month and treated 29.2 million gallons.
- The max EFF daily flow for the treatment plant was 1.38 MGD recorded over May

17, 18 and 19, 2024.

- The water system withdrew a total of 34.6 MG from well facilities and purchased 1.1 MG from the Savannah Southbridge System (Town Center Water System) and 0.21 MG from Savannah I&D (Prosperity Drive)
- Monthly drinking water bacteriological sampling completed = passed
- Monthly water and wastewater reporting submitted to State = no violations
- 2023 Consumer Confidence Reports prepared for the GC Main and Town Center water systems

#### ATTENTION ITEMS

- Clarifiers 1 and 2 – Project has begun
- 3rd and 80 lift station rehab – Station running on bypass pump
- WWTP Basin 2 aerator – awaiting bearing replacement
- WWTP drying beds – back pressure from drain box has caused several of the tiles to unseat. The beds need to be rehabbed
- Headworks upgrade – the headworks drum screen is overloaded and has no back up. Need to move forward with this project.
- Well 2 – EPD has requested the city either abandon the well or sign off on a full rehab
- Covington LS and Industrial Park LS – both stations need to have the entire control panel replaced due to outdated electrical parts and dangerous wiring

#### MAINTENANCE ITEMS - WATER

- Well 3 – Replaced battery in flow meter
- Well 5 – Modem replaced
- Well 5 – Fueled generator
- Annual fluoride inspection with GRWA

#### MAINTENANCE ITEMS - WASTEWATER

- 3rd and 80 LS – Running on bypass. Awaiting quote approvals.
- 4/11 and 4/29 sewage spills – ongoing sampling at these two sites completed during May



issue with transfer switch not switching back

- Azalea LS – Pulled pump 2 to investigate high run time hours. Need to have station vac'd out
- Wheathill LS – Replaced an electrical component on pump 1
- Big Hill – both pumps pulled and unclogged
- WWTP – replaced the chlorine ton adapter
- WWTP belt press – continue to experience unidentified pressure issues
- Major issues with sludge bulking and solids loss during rainstorms due to 2 clarifiers still being offline

#### MISCELLANEOUS ITEMS

- Participated in 4 job candidate interviews

Parameter	Monthly Performance Indicator to Savannah River (mg/L)	Target or Limit (mg/L)
Flow, Monthly Avg.	0.94 MGD	2.0 MGD
TSS, Monthly Avg.	2	30
TSS, Weekly Avg.	3	45
TSS % Removal	99%	85%
BOD5, Monthly Avg.	4	30
BOD5, Weekly Avg.	7	45
BOD5 % Removal	98%	85%
Ammonia-N, Monthly Avg.	3.2	17.4
Ammonia-N, Weekly Avg.	7.6	26.1
Total Phosphorus, Monthly Avg.	1.41	Report
Fecal coliform, Monthly Avg.	3 CFU	200 CFU
Fecal coliform, Weekly Avg.	21 CFU	400 CFU
Chlorine, Daily Max	0.50	0.50
pH, Daily Min-Max	6.3 – 7.2	6.0-9.0
Dissolved Oxygen, Daily Min.	4.2	>2.0

## **BUDGET ITEMS**

- Ongoing bypass pump rental with United for 3rd and 80 LS
- Waiting for additional generator repair quotes from WW Williams
- Received quotes to replace second pump and main panel at 3<sup>rd</sup> and 80 LS
- Received quote from JAM Electric to correct power and grounding issues at 3<sup>rd</sup> & 80 LS
- Purchased belt press booster pump
- Purchased paint to rehab piping at the WWTP
- Replaced the Ops Building refrigerator

## ORDINANCE 2024-

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF GARDEN CITY, GEORGIA, AS AMENDED, TO REVISE CHAPTER 90, ARTICLE VI, PERTAINING TO SIGNS, FOR THE PURPOSE OF REVISING THE PROVISIONS THEREOF REGARDING THE LIMITATIONS, SAFEGUARDS, AND CONTROLS FOR THE LOCATION OF OUTDOOR ADVERTISING OR SEPARATE USE SIGNS; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE FOR SEVERABILITY; 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. Chapter 90, Article VI, of the Code of Ordinances of Garden City, Georgia, as amended, relating to signs placed in Garden City, Georgia, is hereby amended by deleting Section 90-174 pertaining to outdoor advertising and separate use signs in its entirety, and by substituting in lieu thereof the following:

“Sec. 90-174. Outdoor Advertising or Separate Use Signs.

To preserve and promote the public health, safety, and welfare of the citizens of Garden City, Georgia, to maintain and enhance the visual environment, and to preserve the right of citizens to enjoy Garden City’s scenic beauty, to improve pedestrian and traffic safety, and to minimize the possible adverse effect of outdoor advertising or separate use signs on nearby public and private property, the following regulations shall govern the location of such signs within the City unless otherwise expressly provided for in Chapter 90 to the contrary:

- (1) An outdoor advertising or separate use sign may be located on any property located in a heavy commercial (C-2, C-2A, and C-2A(B&W)) or industrial (I-1 and I-2) zoning district in addition to any other freestanding signs authorized by this Article so long as such sign complies with the pertinent provisions of the Garden City Code of Ordinances.
- (2) Outdoor advertising or separate use signs are allowed on only parcels fronting state or federal highways. Signs on non-federal highways are limited to 382 square feet in sign area with dimensions not exceeding 10.5 feet in height or 36 feet in width. Signs on federal highways are limited to 672 square feet in sign area.

- (3) A Georgia DOT permit must be obtained for all outdoor advertising and separate use signs.
- (4) Outdoor advertising or separate use signs on non-federal highways shall be erected to a height of not more than 50 feet above the highest point of the driving surface of the highway lanes closest to the sign. Outdoor advertising or separate use signs on federal highways shall be erected to a height of not more than 70 feet above the highest point of the driving surface of the highway lanes closest to the sign.
- (5) All portions of a sign face and support members of any outdoor advertising or separate use sign shall be set back from all buildings, structures, and property lines at least 75 feet or in compliance with the setbacks for front, side, and rear yards as required for principal buildings in the zoning district in which the sign is proposed, whichever is greater, provided the setback from the right-of-way of a federal or state route shall be a minimum of 25 feet.
- (6) Only one outdoor advertising or separate use sign shall be allowed per platted lot. Outdoor advertising or separate use signs shall be no less than 1,500 feet apart, measuring from the two closest points and only one sign face shall be allowed to face the same direction per location. This allows back-to-back or "V" formation signs but prohibits two signs side-by-side or over-and-under, facing the same direction. The faces of a sign constructed in the form of a "V" shall not exceed 45 degrees.
- (7) No outdoor advertising or separate use sign, or any part thereof, shall be erected, used, operated, or maintained:
  - a. within 400 feet of the nearest edge of the right-of-way of another intersecting right-of-way;
  - b. within 500 feet of any church, school, cemetery, public park or public building;
  - c. overhanging a public right-of-way;

- d. within 500 feet from any residentially zoned area as measured from the outermost perimeter of the sign; or,
  - e. obstructing a scenic view including, but not limited to, marshes, natural waterways, forests, and other pastoral scenery.
- (8) Sign illumination shall not cause beams or rays of light to be directed to a roadway or adjacent properties. Flashing illumination such as, without limitation, flashing, running, or sequential lights are prohibited except as expressly provided herein.
- (9) The following outdoor advertising or separate use signs are expressly prohibited unless specifically stated otherwise in this Article:
- a. Signs employing movement including, but not limited to, changeable copy signs, pennants, flags, banners, streamers, propellers, discs, and search lights.
  - b. Signs that include lights which flash, blink, or turn on and off intermittently, but not including time and temperature signs.
  - c. Signs employing direct, indirect, or internal flashing, or other illumination with light sources or reflectivity of such brightness that constitute a hazard to ground or air traffic or a nuisance as defined by Official Code of Georgia Annotated Section 41-1-1 et seq. .
  - d. Inflatable signs including, but not limited to, balloons.
  - e. Roof billboards which are erected or painted on a roof or which extend in height above the roof line of the building on which the sign is erected.
  - f. Any sign which may be confused with or obstruct the view of any authorized traffic sign or signal,

obstructs the site distance triangle at any street or highway intersection, or extends into the public right-of-way.

- (10) Outdoor advertising or separate use signs shall not be placed on a building wall or on the roof of a building. They shall only be freestanding pole or pylon signs and shall not be allowed as monument signs. Each shall constitute a self-supporting structure erected on one pole permanently attached to a concrete foundation. The foundation shall be designed to carry the weight and wind load of the sign, in the soil which it is placed. The sign's pole and supporting apparatus shall be fabricated only from painted or galvanized steel or metal. No portion of the supporting structure for the sign shall be visible above the advertising display area.
- (11) Extrusions beyond the face of any outdoor advertising or separate use sign, excluding aprons, are prohibited.
- (12) There shall be an initial inspection of outdoor advertising or separate use signs and reinspection every five (5) years.
- (13) No trees shall be cut, trimmed, or pruned in locating, erecting, or maintaining any outdoor advertising or separate use sign without first obtaining any and all required federal, state, and local permits. Copies of all non-local permits shall be provided to the City prior to any disturbance of vegetation.
- (14) With respect to outdoor advertising or separate use signs that contain alphanumeric characters, graphics, or symbols defined by a small number of matrix elements using different combinations of light-emitting diodes ("LED's"):
  - a. Such signs shall contain static messages only, and shall not have movement or flashing on any part of the sign structure, design, or pictorial segment of the sign; nor shall such sign have varying light intensities during the display of any single message.
  - b. Each display on an electronic changeable message LED sign shall remain fixed for at least ten seconds.

- c. When a message on an electronic changeable message LED sign is changed, the change shall be accomplished in three seconds or less.
- d. Any electronic changeable message LED sign shall contain a default design that will freeze the display in one position if a malfunction occurs.
- e. No auditory message or mechanical sounds may be emitted from the sign.
- f. Electronic changeable message LED signs may not operate at brightness levels of more than 0.20 foot candles above ambient light levels as measured at the following distances:

<u>SIGN SQ. FEET</u>	<u>DISTANCE</u>
<300 feet	150 feet
301 feet-400 feet	200 feet

- g. The owner of a LED outdoor advertising or separate use sign shall arrange for an annual certification of the lumens showing compliance by an independent contractor and provide said certification to the City.
- h. Each sign must have a light sensing device that will adjust the brightness of the display as the natural ambient light conditions change.
- i. No LED outdoor advertising or separate use sign shall be located within 5,000 feet of another LED billboard sign on the same side of the road and within 2,500 feet of another LED sign on the opposite side of the road.
- j. Electronic changeable message LED signs shall meet the same installation and permitting requirements and inspections as set out for all other signs.



- k. The owner of a LED outdoor advertising or separate use sign shall coordinate with the local authorities to display, when appropriate, emergency information important to the traveling public including, but not limited to, Amber Alerts or alerts concerning terrorist attacks or natural disasters. Emergency information messages shall remain in the advertising rotation according to the protocols of the agency that issues the information.
- l. The owner of said LED outdoor advertising or separate use sign shall provide the City of Garden City contact information for a person who is available to be contacted at any time and who is able to turn off the electronic sign promptly after a malfunctioning occurs. If, at any time more than 95% of the LED display lights malfunction or are no longer working, the owner of said LED sign shall blank the display until the needed repairs are made.
- m. If the City of Garden City finds that the LED outdoor advertising or separate use sign causes a glare or otherwise impairs the vision of the driver of a motor vehicle, the owner of the sign, within twenty-four (24) hours of a request by the City, shall reduce the intensity of the sign to a level acceptable to the City.
- n. Each sign must comply with all Georgia Department of Transportation rules and regulations applicable to electronic changeable message signs which do not conflict with this Article.
- o. Effective \_\_\_\_\_, 2024, no more than three (3) LED outdoor advertising or separate use signs shall be erected or converted in the City in addition to the nineteen (19) LED outdoor advertising or separate use signs already in existence. Notwithstanding, one (1) new LED outdoor advertising or separate use sign will be permitted when a number of existing nonconforming outdoor advertising or separate use signs that correspond to

a ratio is removed, unless provided herein. The ratio shall be 2.5 square feet of existing nonconforming outdoor advertising or separate use sign face space for every 1.0 square foot of LED outdoor advertising or separate use sign face to be erected. Nonconformity shall be determined by the applicable sections of this Ordinance.

- (15) No variance shall be granted for billboard areas or billboard distance separation.
- (16) The potential impacts of an outdoor advertising and separate use signs are significant given the size and height of such structures. It is in the best interest of the City to adopt criteria for assessing such impacts. Accordingly, an outdoor advertising or separate use sign shall be subject to approval by the Planning Commission which shall be guided by the following factors in determining whether approval of an application for an outdoor advertising or separate use sign is appropriate:
  - a. Whether the size of the lot is sufficient to allow compliance with all setbacks considering the relationship of the proposed outdoor advertising or separate use sign to adjacent lots and development patterns in the area;
  - b. The impact the proposed outdoor advertising or separate use sign may have on the view of noteworthy features of the landscape as viewed by motorists and adjacent property owners, and the aesthetic impact on surrounding properties;
  - c. The effect the proposed outdoor advertising or separate use sign may have on traffic safety;
  - d. Any accompanying or unique feature of the proposed outdoor advertising or separate use sign, including plans for lighting and landscaping; and,
  - e. Any other factor related to the suitability of the proposed outdoor advertising or separate use sign for the proposed site, including any conditions or

limitations proposed by the applicant.

- f. Notwithstanding the above criteria, the content of an outdoor advertising or separate use sign shall not be among the factors considered by the Planning Commission in deciding an application to erect such a sign.
- (17) Each outdoor advertising or separate use sign shall have attached thereto a legend identifying the agent or agency responsible for the erection and maintenance of such sign. Such legend shall set forth the permit number issued by the City for such sign.
  - (18) Every outdoor advertising and separate use sign, including its supports, braces, guys, and anchors, shall be maintained in a safe, presentable, and good structural material condition at all times, which includes the repair or replacement of defective parts, painting, repainting, cleaning, and other acts required for the maintenance of said sign. The surrounding premises of each sign shall be maintained in a clean, sanitary, and inoffensive condition, and free and clear of all obnoxious substances, rubbish, and weeds.
  - (19) The advertising or copy area shall be replaced periodically to maintain good appearance. When the sign displays no advertising copy, its face shall continue to have a tight, closed, or solid surface concealing the sign's supporting apparatus, and shall be of a uniform color.”

Section 2. This Ordinance and its parts are declared to be severable. If any section, subsection, clause, sentence, word, provision, or portion of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, this decision shall not affect the validity of the Ordinance as a whole. All parts of the Ordinance not declared invalid or unconstitutional shall remain in full force and effect as if such portion so declared or adjudged unconstitutional or invalid were not originally part of the Ordinance, even if the surviving parts of the Ordinance result in greater restrictions after any unconstitutional or invalid provisions are stricken. The City Council declares that it would have enacted the remaining parts of the Ordinance if it had known that such portion thereof would be declared or adjudged unconstitutional or invalid. The City Council declares its intent that should this Ordinance be declared in part or in whole unconstitutional or invalid, signs are to be subject to regulations applicable to “structures”

contained in the Zoning Ordinance. If any part of this Ordinance is found to be in conflict with any other Ordinance or with any other part of this Ordinance, the most restrictive or highest standard shall prevail. If any part of this Ordinance is explicitly prohibited by federal or state statute, that part shall not be enforced.

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

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Rhonda Ferrell Bowles  
Clerk of Council

RECEIVED AND APPROVED this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
BRUCE CAMPBELL, Mayor

Read first time:

Read second time and approved:

## **GARDEN CITY RESOLUTION**

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING TO EVIDENCE THE CITY'S PARTICIPATION AS A MEMBER IN THE COASTAL REGION METROPOLITAN PLANNING ORGANIZATION (CORE MPO); AUTHORIZING THE CITY'S CITY MANAGER TO EXECUTE THE MEMORANDUM; AND FOR OTHER PURPOSES

**WHEREAS**, the City has determined a need to continue its membership in the Coastal Region Metropolitan Planning Organization (CORE MPO) for reasons including, but not limited to, getting the benefit of the Organization's staff and research, and enabling the City to get involved with planning and prioritizing federally-funded transportation projects; and,

**WHEREAS**, the City understands that as a governmental member, it will be asked to contribute financially together with other county/city members on an annual basis the amount of \$1,000.00 plus a proportional share based on population; and,

**WHEREAS**, the City is agreeable to performing all of the duties and responsibilities associated with being a county/city member of CORE MPO; and,

**WHEREAS**, the City deems membership in CORE MPO being in the best interest of Garden City's residents and businesses if, for not other reason, than to maintain continued access to, and eligibility for, transportation projects funded in whole or in part by federal funds.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of Garden City, Georgia, and it hereby resolved:

1. The Mayor and Council of Garden City, Georgia, hereby authorizes the City of Garden City, Georgia, to enter into the Memorandum of Understanding attached hereto as Exhibit A wherein the City agrees to continue its membership in the Coastal Region Metropolitan Planning Organization (CORE MPO), to perform all of its duties and responsibilities thereunder as a municipal member, and to take advantage of the many benefits outlined therein associated with membership.

2. The Mayor and Council of Garden City, Georgia, further authorizes the City Manager to execute the Memorandum of Understanding on behalf of the City.

**SO RESOLVED** this \_\_\_\_ day of June, 2024.

\_\_\_\_\_  
Veronica Enoch, Clerk of Council

Received and approved this \_\_\_\_\_ day of June, 2024.

\_\_\_\_\_  
Bruce Campbell, Mayor

EXHIBIT A

**METROPOLITAN PLANNING ORGANIZATION**

**MEMORANDUM OF UNDERSTANDING**

**FOR THE**

**COASTAL REGION METROPOLITAN PLANNING ORGANIZATION**

**BETWEEN**

The Counties of Bryan, Chatham and Effingham, the municipalities of Bloomingdale, Garden City, Guyton, Pooler, Port Wentworth, Richmond Hill, Rincon, Savannah, Springfield, Thunderbolt, Tybee Island, and Vernonburg, and the agencies of the Chatham County - Savannah Metropolitan Planning Commission, the Chatham Area Transit Authority, the Georgia Ports Authority, the Savannah Airport Commission, and the Georgia Department of Transportation, in cooperation with the U.S. Department of Transportation,

**RELATIVE TO**

The continuing, comprehensive, cooperative regional transportation planning process known as the "Coastal Region Metropolitan Planning Organization" (CORE MPO).

**I. IT IS THE INTENTION OF THE PARTIES:**

A. That the CORE MPO is to:

1. Maintain a continuing, cooperative and comprehensive transportation planning process as defined in Title 23 USC Section 134 that explicitly regards the current Surface Transportation Act's planning factors and focus areas and results in plans and programs consistent with comprehensively planned development of the urbanized area;
2. Update and revise the 20-year multimodal Metropolitan Transportation Plan (MTP), to create a fiscally feasible transportation system that integrates thoroughfare development, public transportation, air facilities, port facilities, rail systems, intermodal facilities, bicycle and pedestrian facilities and transportation enhancements; and reflects consideration of the area's comprehensive land-use plan and overall social, economic, environmental, and energy conservation plans, goals and objectives;
3. Create a functional relationship between transportation planning and the development of cities and counties in the CORE MPO's Metropolitan Planning Area (MPA);

4. Maintain the data obtained in the original data collection phase of the study and any pertinent data collected thereafter on a current level so that existing and forthcoming recommendations may be evaluated and updated periodically; and
  5. Produce all documents and studies that are necessary to maintain a federally certified transportation planning process.
- II. **IT IS FURTHER INTENDED**, that the areas of responsibility of the aforementioned counties, municipalities, and agencies shall lie within the Metropolitan Planning Area (MPA) boundary established by the CORE MPO Board and the Governor of Georgia. This area includes all of Chatham County, the portion of Effingham County south of SR 119 - Indigo Road - Bethany Road, Richmond Hill, the portions of the 2020 census defined Savannah Urban Area that fall within unincorporated Bryan County, and the areas that are connecting Richmond Hill and the Savannah Urban Area in Bryan County. The MPA boundary is shown in Exhibit A - Metropolitan Planning Area (MPA) Boundary of the Coastal Region Metropolitan Planning Organization (CORE MPO).
- III. **IT IS FURTHER INTENDED**, that the Metropolitan Planning Organization (MPO) as designated by the Governor of Georgia is the Coastal Region Metropolitan Planning Organization (CORE MPO). The CORE MPO shall have the primary responsibility for carrying out the regional transportation planning process and of developing the planning work program, transportation plan, transportation improvement program, and other studies for the CORE MPO MPA.
- IV. **IT IS FURTHER INTENDED**, that the CORE MPO shall be coordinated by a Project Director who shall be the Executive Director and CEO of the Chatham County - Savannah Metropolitan Planning Commission (MPC) or his/her designee, and his/her staff. Additional staff resources may be provided, upon request, from the existing staff resources of the participating agencies and governments. The Project Director shall coordinate all requests under the direction of the CORE MPO Board.
- V. **IT IS FURTHER INTENDED**, that the CORE MPO shall continue to function to adopt appropriate goals, work programs, and plans; and to establish the need, form, and direction of future transportation improvements in the CORE MPO MPA. The CORE MPO shall be the forum for cooperative decision-making by principal elected and appointed officials of general-purpose local government and intermodal transportation providers. The individuals representing the government jurisdictions involved in the CORE MPO planning process and other involved agencies shall comprise the CORE MPO Board. The membership and duties shall be enumerated in the CORE MPO Board Bylaws. The CORE MPO Board shall have final authority in the matters of policy and plan adoption for the Coastal Region Metropolitan Planning Organization.
- VI. **IT IS FURTHER INTENDED**, that the committee known as the Technical Coordinating Committee (TCC) shall continue to function to ensure the involvement of all operating departments, advisory agencies, and multimodal transportation providers concerned with, or affected by, the planning process and subsequent implementation of plans. The technical guidance and direction of the continuing CORE MPO transportation planning process shall be furnished by the TCC. The



membership and duties of the TCC shall be enumerated in the Technical Coordinating Committee Bylaws.

- VII. **IT IS FURTHER INTENDED**, that the Transportation Equity and Public Involvement Advisory Committee (TEPIAC) shall function with a focus on equity and public participation in the CORE MPO's transportation planning process, shall advise the CORE MPO Board and the Chatham Area Transit Authority (CAT) on public involvement, equity, Title VI, Environmental Justice and accessible transportation related policies and projects, and shall be representative of a cross-section of the community. The TEPIAC shall keep the CORE MPO Board and the CAT Board informed of the community's perspective and shall also provide information to the community about the region's transportation policies and issues. The membership and duties shall be enumerated in the Transportation Equity and Public Involvement Advisory Committee Bylaws.
- VIII. **IT IS FURTHER INTENDED**, that the Economic Development and Freight Advisory Committee (EDFAC) shall advise the freight planning efforts of the CORE MPO and to ensure economic development is considered in identifying transportation improvement projects and setting priorities. The membership and duties shall be enumerated in the Economic Development and Freight Advisory Committee Bylaws.
- IX. **IT IS FURTHER INTENDED**, that the Bicycle and Pedestrian Advisory Committee (BPAC) shall advise in the planning, project selection and implementation of bike, pedestrian, and trail projects in the CORE MPO planning area. The membership and duties shall be enumerated in the Bicycle and Pedestrian Advisory Committee Bylaws.
- X. **IT IS FURTHER INTENDED**, that the various committees meet at significant stages in the planning process in accordance with the adopted bylaws.
- XI. **IT IS FURTHER INTENDED**, that the Georgia Department of Transportation (GDOT) shall be responsible for the following per the current planning rules of the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA):
1. Provide available maps, aerial photographs, charts, and records as deemed necessary to maintain the CORE MPO planning process.
  2. Update and maintain travel simulation models for use in evaluating the metropolitan area's transportation needs. Said models shall be the "official" CORE MPO's travel demand models. The Department shall also provide the expertise and computer software for the above-mentioned tasks.
  3. Aid the MPO in preparation of planning-oriented planning, scoping, preliminary engineering, right-of-way, utility and construction cost estimates where applicable for multimodal projects in the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP).
  4. Provide the local agencies with current information concerning the status of planning and implementation of the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP).

5. Provide funding availability and proposed project schedules for federally funded projects for use in Metropolitan Transportation Plan (MTP) and Transportation Improvement Program (TIP) development.
6. Incorporate the adopted CORE MPO's Transportation Improvement Program (TIP) into the State Transportation Improvement Program (STIP); and coordinate with the CORE MPO's multimodal transportation plan in the development of the Statewide Transportation Plan.
7. Concurrently certify with the CORE MPO, to the FHWA and the FTA that the CORE MPO's planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable federal laws based on the federal certification review schedule; and certify the CORE MPO's planning process with CORE MPO in conjunction with the TIP development.
8. Provide various types of traffic count data.
9. Provide other assistance as mutually agreed upon.
10. Contribute funds toward the annual budget for the CORE MPO's operations, as established by the adopted Unified Planning Work Program (UPWP) and funding agreements outlined in Exhibit B - Coastal Region Metropolitan Planning Organization Membership Dues Contribution Formula.
11. Notify CORE MPO in advance of public meetings and concept meetings as well as stakeholder meetings, provide draft concept plans before their approval, so that the information can be incorporated into the CORE MPO's plans and programs.

XII. **IT IS FURTHER INTENDED**, that the Chatham County - Savannah Metropolitan Planning Commission (MPC), only to the extent that it may be bound by contracts which may hereafter be entered into, shall be responsible for the following:

1. Prepare planning-oriented planning, scoping, preliminary engineering, right-of-way, utility and construction cost estimates, where applicable, for multimodal projects in the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP).
2. Make recommendations for revisions to the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP) to conform to new planning goals, objectives, policies, or developments.
3. Prepare and publish a fiscally constrained 20-year multimodal Metropolitan Transportation Plan (MTP) that leads to the development of an integrated intermodal transportation system that facilitates the efficient movement of people and goods. The multimodal transportation plan shall be reviewed and updated at least every five years.
4. Prepare and maintain a financially-balanced four-year multimodal Transportation Improvement Program (TIP) which will be updated at least every four years.
5. Prepare an annual Unified Planning Work Program (UPWP) to document planning activities and budget for the next fiscal year, in sufficient detail to indicate who will perform the work, the schedule for completion, and the products that it will produce.
6. Develop and update a Congestion Management Process (CMP) which documents the congestion areas and strategies to address them. Ensure that the CMP will be a part of

the metropolitan transportation planning process and the CMP results will be considered in the development of the multimodal MTP and TIP, to the extent appropriate.

7. Update and maintain maps showing existing and proposed land use and make appraisals of actual land use development in comparison with projections.
8. Review zoning and subdivision requests in accordance with the CORE MPO's transportation and land use plans.
9. Provide or maintain social and community development plans as they may relate to transportation needs.
10. Develop and maintain base and projected population, housing, employment, economic, vehicle, and land use data by traffic analysis zone and supply information as requested concerning special generators.
11. Periodically review traffic analysis zone boundaries and make appropriate recommendations to the Technical Coordinating Committee and cooperate with the Georgia Department of Transportation in revision of said boundaries.
12. Provide available maps, aerial photographs, charts, records, and directories to the extent possible.
13. Collect and analyze data such as traffic counts and crash statistics and distribute (if available) to the public, governmental agencies, and other parties if requested.
14. Prepare an annual performance report for the comparison of established goals in the Unified Planning Work Program (UPWP) and completed work elements.
15. Compile, maintain, and document data on existing water, air, motor freight and rail terminal and transfer facilities as identified in the Unified Planning Work Program (UPWP).
16. Prepare and publish a Participation Process (PP) which documents how the CORE MPO will provide complete information, timely public notices, full public access to key decisions, and support early and continuing involvement of the public in the development of plans and TIPs; and meets the criteria specified in 23 CFR Part 450.
17. Prepare and publish a Title VI Plan including the Language Assistance Plan (LAP) and the Environmental Justice (EJ) Report which document how the CORE MPO's transportation planning process incorporates considerations of equity and transportation needs of traditionally under-served communities such as low-income, minority, disabled, and people with Limited English Proficiency.
18. Concurrently certify with the Georgia Department of Transportation (GDOT), to the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) that the CORE MPO's planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable federal laws based on the federal certification review schedule; and certify the CORE MPO's planning process with GDOT in conjunction with the TIP development.

XIII. **IT IS FURTHER INTENDED**, that the signatory counties and municipalities, within its official jurisdiction, be responsible for the following:

1. Collaborate with the continuing, cooperative and comprehensive transportation planning process of the CORE MPO.
2. Maintain records of crashes occurring on the roads and highways by location and description and maintain these files on a current basis and provide the data to the CORE MPO for analysis and reports upon request.
3. Assist the CORE MPO to collect planning information within the counties and/or municipalities such as socioeconomic data, utility locations, land use and zoning, street inventories, inventories of bicycle and pedestrian facilities, and other data as required for the metropolitan planning process.
4. Provide funding for planning, scoping, preliminary engineering, right-of-way acquisition, utility and construction ideally matching federal funds to further the implementation of the CORE MPO priorities per appropriate project framework agreement.
5. Aid the MPO in developing planning-oriented planning, scoping, preliminary engineering, right-of-way, utility and construction cost estimates where applicable for the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP).
6. Contribute funds toward the annual budget for the CORE MPO's operations as established by the adopted Unified Planning Work Program (UPWP) and funding agreements outlined in Exhibit B - Coastal Region Metropolitan Planning Organization Membership Dues Contribution Formula.
7. Notify CORE MPO in advance of public meetings and project-related neighborhood meetings and/or stakeholder meetings so that the information can be incorporated into the CORE MPO's plans and programs.

**XIV. IT IS FURTHER INTENDED,** that the Chatham Area Transit Authority shall:

1. Collaborate with the on-going continuing, cooperative and comprehensive transportation planning process of the CORE MPO.
2. Make available to the CORE MPO any records, documents or information necessary to accomplish the planning objectives and to develop the CORE MPO's 20-year multimodal Metropolitan Transportation Plan (MTP) and the Transportation Improvement Program (TIP).
3. Contribute funds toward the annual budget for the CORE MPO's operations as established by the adopted Unified Planning Work Program (UPWP) and funding agreements outlined in Exhibit B - Coastal Region Metropolitan Planning Organization Membership Dues Contribution.
4. Notify CORE MPO in advance of public meetings and project-related neighborhood meetings and/or stakeholder meetings so that the information can be incorporated into the CORE MPO's plans and programs.

**XV. IT IS FURTHER INTENDED,** that the Savannah Airport Commission assist the MPO in gathering information and data relating to the planning process as may be necessary to ensure that the Savannah Airport Commission is adequately served by the CORE MPO. Such data includes but is not limited to employment, land use, traffic, air traffic, and major street or enplanement changes.

The Savannah Airport Commission will contribute funds to support the CORE MPO's operations, as established by the adopted Unified Planning Work Program (UPWP) and funding agreements outlined in Exhibit B - Coastal Region Metropolitan Planning Organization Membership Dues Contribution.

XVI. **IT IS FURTHER INTENDED**, that the Georgia Ports Authority (GPA) either provide or assist the MPO in gathering information and data relating to the planning process as may be necessary to ensure that GPA is adequately served by the CORE MPO. Such data includes but is not limited to employment, traffic, projected port activity, and major street or gate changes. The Georgia Ports Authority will contribute funds to support the CORE MPO's operations, as established by the adopted Unified Planning Work Program (UPWP) and funding agreements outlined in Exhibit B - Coastal Region Metropolitan Planning Organization Membership Dues Contribution.

XVII. **IT IS FURTHER INTENDED**, that:

1. The CORE MPO's planning process shall be of a continuing, comprehensive, cooperative nature and that all planning decisions shall be reflective of and responsive to the needs and desires of the local communities as well as the programs and requirements of the Georgia Department of Transportation (GDOT) and the U.S. Department of Transportation (US DOT).
2. A reappraisal shall be made of the CORE MPO whenever there is a significant change in the community's goals and objectives, land use patterns, or travel characteristics at least once every five (5) years.
3. The participating agencies shall cooperate in all phases of the CORE MPO's transportation planning process. Adequate and competent personnel shall be assigned to ensure development of adequate and reliable data.
4. All parties to this agreement shall have access to all study related information developed by the other agencies, including the right to make duplication thereof.



This document is a Memorandum of Understanding expressing the present intentions of the parties. Obligations established within any previous versions of this Memorandum of Understanding are rescinded upon the execution of this agreement. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF GARDEN CITY

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

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

**Legend**

- CORE MPO MPA Boundary as adopted in February 2024
- Savannah Urban Area
- Rincon Urban Area
- Tybee Island Urban Area
- Counties

Savannah Area GIS, Esri, TomTom, Garmin, SafeGraph, FDOT, METRO, NASA, USGS, EPA, NPS, USFWS

## **Exhibit B - Coastal Region Metropolitan Planning Organization Membership Dues Contribution Formula**

The Parties agree that it is in the best interest of the public and governmental entities that the function of the Coastal Region Metropolitan Planning Organization (CORE MPO) be supported. The CORE MPO's operating functions will be funded through the federal Metropolitan Planning set aside pursuant to the provisions of 23 USC §104(f), the Metropolitan Transit Planning funds pursuant to the provisions of 49 USC §5303, the federal Urban Attributable funds, and the local membership dues to match the federal grants. This Exhibit specifies the formula for membership contributions to support the CORE MPO's transportation planning process.

In general, the CORE MPO's functions will be to maintain a continuing, cooperative and comprehensive transportation planning process for the Bryan – Chatham – Effingham region within the CORE MPO's Metropolitan Planning Area (MPA) boundary as defined in Title 23 USC Section 134 and Section 5303 of the Federal Transit Act. The CORE MPO's detailed staff work activities and planning procedures will be outlined in the annual Unified Planning Work Program (UPWP). The CORE MPO UPWP will include detailed budget information based on the anticipated grant funding contracts with the Georgia Department of Transportation (GDOT). The local match to the federal grants for MPO's operations will be based on the UPWP budget. The local matching funds will be provided by the Parties based upon a formula as described herein. The population component of the formula will be based on the 2020 decennial census population information. The formula for dues will be as follows.

The total local funds contribution will be the dollar amount approved by the CORE MPO Board in the Unified Planning Work Program (UPWP) and the annual overhead cost.

1. The amount of each governmental member's contribution would be a base of \$1,000 plus a proportion based upon population.
2. For the three counties – Bryan, Chatham and Effingham – each county determines how to split their share of the total contributions among the county and municipalities.
  - a. Bryan County – Bryan County and the City of Richmond Hill will split the county's share of the membership dues based on their respective population within the CORE MPO MPA boundary.
  - b. Chatham County - Chatham County and its municipalities will split the county's share of the membership dues based on their respective population within the CORE MPO MPA boundary.
  - c. Effingham County – Effingham County will pay 100% of the county's share of the membership dues, covering all of the Effingham municipalities located within the CORE MPO MPA boundary.
3. For the three modal authorities, the membership dues contributions are calculated based on the following formula.
  - a. The Chatham Area Transit Authority would contribute a fixed amount based upon the 60th percentile of the counties' and municipalities' contributions.
  - b. The Georgia Ports Authority would contribute a fixed amount based upon the 70th percentile of the counties' and municipalities' contributions.



- c. The Savannah Airport Commission would contribute a fixed amount based upon the 70th percentile of the counties' and municipalities' contributions.
- 4. The Authorities share and the total of the \$1,000 base amounts would be subtracted from total local fund contribution amount before applying the proportional population calculation for the county or each municipality.
- 5. The Georgia Department of Transportation (GDOT) pays 10% of the transit planning (Section 5303) local match. Thus, no additional membership dues will be assessed from GDOT.
- 6. The CORE MPO's advisory committees (TCC, EDFAC, TEPIAC and BPAC) will not be assessed dues.
- 7. The Chatham County – Savannah Metropolitan Planning Commission (MPC) will not be assessed dues.
- 8. Invoices will be sent out to members after the approval of the Unified Planning Work Program (UPWP) each year and payment will be due by June 30<sup>th</sup>.

## 2020 Census Population within the CORE MPO Metropolitan Planning Area (MPA)

	2020 Census Population	Pct of MPA Pop
Richmond Hill	16,633	4.38%
Unincorporated Bryan County within CORE MPO MPA	13,405	3.53%
<b>Bryan County Total</b>	<b>30,038</b>	<b>7.91%</b>
Bloomingtondale	2,790	0.73%
Garden City	10,289	2.71%
Pooler	25,711	6.77%
Port Wentworth	10,878	2.86%
Savannah	147,780	38.90%
Thunderbolt	2,556	0.67%
Tybee Island	3,114	0.82%
Vernonburg	139	0.04%
Unincorporated Chatham County	92,034	24.22%
<b>Chatham County Total</b>	<b>295,291</b>	<b>77.72%</b>
Rincon	10,934	2.88%
Guyton within CORE MPO MPA boundary	1,500	0.39%
Springfield within CORE MPO MPA boundary	2,724	0.72%
Unincorporated Effingham County within CORE MPO MPA	39,434	10.38%
<b>Effingham County Total</b>	<b>54,592</b>	<b>14.37%</b>
<b>MPA Regional Total</b>	<b>379,921</b>	<b>100.00%</b>

STATE OF GEORGIA  
COUNTY OF CHATHAM

**A RESOLUTION OF THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA,  
TO SET THE AD VALOREM TAX RATE OF GARDEN CITY  
FOR THE FISCAL YEAR 2024 AND OTHER PURPOSES.**

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

**SECTION (1):** The ad valorem tax rate for Garden City, Georgia, for the 2024 fiscal year on property subject to ad valorem taxation by the City is hereby fixed at 2.495 mills on forty percent (40%) of each \$1,000.00 of property subject to ad valorem tax by the City.

**SECTION (2):** Said rate of 2.495 mills on forty percent (40%) of each \$1,000.00 of taxable property shall be levied for general government purposes.

**ADOPTED BY** the Mayor and Council of the City of Garden City, Georgia, in open session on the 17th day of June 2024.

---

VERONICA ENOCH,  
Interim Clerk of Council

Received and approved this 17<sup>th</sup> day of June 2024.

---

BRUCE CAMPBELL, Mayor

***GARDEN CITY RESOLUTION***

**A resolution to amend the regular meeting schedule of the Garden City City Council for the period of July 1, 2024 through September 30, 2024.**

**WHEREAS**, it is desirous of amending the regular meeting schedule of the Garden City Council for the period of July 1, 2024 through September 30, 2024; and

**WHEREAS**, an amendment to the regular meeting schedule of the Garden City Council is not detrimental to the proper and diligent administration of the City; and

**WHEREAS**, an amended meeting schedule is proposed as follows:

<b><u>Item</u></b>	<b><u>Date</u></b>	<b><u>Action</u></b>
Regularly Scheduled Meeting	July 1, 2024	Canceled
Regularly Scheduled Meeting	July 15, 2024	Affirmed
Regularly Scheduled Meeting	August 5, 2024	Canceled
Regularly Scheduled Meeting	August 19, 2024	Affirmed
Regularly Scheduled Meeting	September 2, 2024	Canceled
Regularly Scheduled Meeting	September 16, 2024	Affirmed

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of Garden City, Georgia, in regular session assembled, that they do hereby approve and amend the regular meeting schedule of the Garden City Council as herein described for the period of July 1, 2024 through September 30, 2024.

**ADOPTED BY** the Mayor and Council of the City of Garden City, Georgia, this 17<sup>th</sup> day of June 2024 in open session.

---

Veronica Enoch,  
Interim Clerk of Council

Received and approved this 17<sup>th</sup> day of June 2024.

---

Bruce Campbell, Mayor

## **RESOLUTION**

WHEREAS, Garden City, Georgia, desires to purchase upgraded cameras for its parking lots at City Hall and the Public Works facility to replace the current twenty-year old cameras for providing security to areas where City vehicles and equipment are being stored; and,

WHEREAS, the City has shopped for cameras which are cloud-based, have a centralized management system for access virtually anywhere, and which have built-in onboard storage for several days of continuous recording; and,

WHEREAS, after receiving written quotes from more than three (3) camera suppliers, the City's Director of Information and Technology has recommended that the City accept the proposal of Verkada, Inc., d/b/a Bluebird, to sell to the City nineteen (19) cameras capable of storing up to 365 days of continuous recording together with their customary accessories in a package that includes a 10-year warranty, unlimited users, unlimited cloud archiving, unlimited maintenance and support, and automatic software updates, for a total sales price of \$46,731.13, said sales proposal being attached hereto as Exhibit A; and,

WHEREAS, the Director of Information and Technology has informed the City that the sales proposal of Verkada, Inc., d/b/a Bluebird, attached hereto as Exhibit A constitutes the lowest and most responsible sales proposal for purchasing the cameras;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that the City accept the attached proposal of Verkada, Inc., d/b/a Bluebird, to sell Garden City nineteen (19) surveillance cameras and their customary accessories for use at the parking lots at City Hall and the Public Works facility, together with the associated warranties and the unlimited future maintenance, support, and upgrades, for the total price of \$46,731.13 which has been budgeted for the FY 2024 budget year.

BE IT FURTHER RESOLVED that the City Manager be authorized to sign, on behalf of the City, a purchase agreement or purchase order with Verkada, Inc., d/b/a Bluebird, containing the terms and provisions set forth in the sales proposal attached hereto as Exhibit A, and that the City Manager be further authorized to sign, on behalf of the City, all other documents associated therewith.

**ADOPTED AND APPROVED** this \_\_\_\_ day of June, 2024.

\_\_\_\_\_  
VERONICA ENOCH, Clerk of Council

**RECEIVED AND APPROVED** this \_\_\_\_ day of June, 2024.

\_\_\_\_\_  
BRUCE CAMPBELL, Mayor

EXHIBIT A

**ESTIMATE**

Bluebird  
5815 Windward Pkwy Ste 302  
Alpharetta, GA 30005

team@trustbluebird.com  
+1 (800) 601-5963  
www.trustbluebird.com



**Chatham County-Garden City-Muni**

**Bill to**

Chatham County-Garden City-Muni  
PO BOX 445  
La Fayette, MI 48135

**Ship to**

Chatham County-Garden City-Muni  
PO BOX 445  
La Fayette, MI 48135

**Estimate details**

Estimate no.: 1193

Estimate date: 04/29/2024

#	Product or service	Description	Qty	Rate	Amount
1.	CH52-1TBE-HW	CH52-E Outdoor Multisensor Camera, 1TB, 30 Days Max	2	\$2,969.17	\$5,938.34
2.	CB62-512TE-HW	CB62-TE Outdoor Bullet Camera, 512GB, 30 Days Max	2	\$1,566.67	\$3,133.34
3.	LIC-CAM-1Y	1-Year Camera License	2	\$164.17	\$328.34
4.	LIC-CH52-1Y	1-Year CH52 Multisensor Camera License	2	\$494.17	\$988.34
5.	ACC-MNT-POLE-1	Pole Mount	4	\$172.42	\$689.68
6.	ACC-MNT-2	Arm Mount	2	\$73.42	\$146.84
7.	ACC-MNT-8	Pendant Cap Mount	2	\$56.92	\$113.84
8.	ACC-MNT-SJBOX-1	Square Junction Box Mount	2	\$73.42	\$146.84
Subtotal					\$11,485.56
Shipping					\$148.00
Total					<b>\$11,633.56</b>

## ESTIMATE

### Bluebird

5815 Windward Pkwy Ste 302  
Alpharetta, GA 30005

team@trustbluebird.com  
+1 (800) 001-5903  
www.trustbluebird.com



## Chatham County-Garden City-Muni

### Bill to

Chatham County-Garden City-Muni  
PO BOX 445  
La Fayette, MI 48135

### Ship to

Chatham County-Garden City-Muni  
PO BOX 445  
La Fayette, MI 48135

### Estimate details

Estimate no.: 1115

Estimate date: 03/27/2024

#	Product or service	SKU	Qty	Rate	Amount
1.	CB62-512E-HW CB62-E Outdoor Bullet Camera, 512GB, 30 Days Max		15	\$1,416.71	\$21,250.65
2.	GC31-E-HW GC31 Cellular Gateway, Outdoor		1	\$1,022.96	\$1,022.96
3.	CH52-1TB-E-HW CH52-E Outdoor Multisensor Camera, 1TB, 30 Days Max		1	\$2,834.21	\$2,834.21
4.	ACC-MNT-POLE-1 Pole Mount		10	\$164.58	\$1,645.80
5.	ACC-MNT-SJBOX-1 Square Junction Box Mount		15	\$70.08	\$1,051.20
6.	CM42-256-HW CM42 Indoor Mini Dome Camera, 256GB, 30 Days Max		3	\$550.46	\$1,651.38
7.	LIC-CH52-1Y 1-Year CH52 Multisensor Camera License		1	\$471.71	\$471.71
8.	LIC-CAM-1Y 1-Year Camera License		18	\$156.71	\$2,820.78
9.	LIC-GC-1VD-1Y 1-Year Cellular Gateway Data Plan for 1 Verkada Video Device		2	\$786.71	\$1,573.42
10.	LIC-GC-1Y 1-Year Cellular Gateway License		1	\$235.46	\$235.46

Subtotal	\$34,557.57
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Shipping	\$540.00
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<b>Total</b>	<b>\$35,097.57</b>
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## **RESOLUTION**

### **A RESOLUTION AUTHORIZING CITY MANAGER TO PROCURE EMERGENCY REPAIR SERVICES TO SEWER LIFT STATION ON HIGHWAY 80 AT THIRD STREET**

WHEREAS, the City Manager has requested authority from the Mayor and Council to make emergency repairs to the City's lift station located on Highway 80 at Third Street which is inadequately operating due to needing a new second pump and control panel, and which further constitutes a safety hazard to City employees servicing the lift station by reason of several electrical components of the unit not being properly grounded; and,

WHEREAS, after seeking quotes from local service providers for the installation of a new second pump and control panel, as well as the implementation of electrical power upgrades, including the installation of a new power pole, main breaker and ground rods, the City Manager has concluded that the following service providers have submitted the most economical and responsible proposals to perform such work, said proposals being collectively attached hereto as Exhibit A:

1. Xylem Water Solutions USA, Inc., for Second Pump: \$11,209.41
2. Xylem Water Solutions USA, Inc., for New Control Panel: \$33,264.27
3. J.A.M. Electric Company, Inc., for Electrical Power Upgrades: \$35,000.00

Total: \$79,473.68;

and;

WHEREAS, the Mayor and Council presently wish to approve the above-mentioned emergency procurement of services, having determined that there is in fact an emergency involving the lift station on Highway 80 at Third Street threatening public health, and the safety of City employees servicing the lift station;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, that the emergency procurement of services from (1) Xylem Water Solutions USA, Inc. for a lift station pump in the amount of \$11,209.41, (2) Xylem Water Solutions USA, Inc., for a new lift station control panel in the amount of \$33,264.27, and (3) J.A.M. Electric Company, Inc., for electrical power upgrades in the amount of \$35,000.00, be approved as being validly made pursuant to, and in compliance with the City's Purchasing Manual.

BE IT FURTHER RESOLVED that the City Manager be authorized to execute, on behalf of the City, purchase agreements or purchase orders with Xylem Water Solutions USA, Inc., and J.A.M. Electric Company, Inc., containing the terms and provisions set forth in the sales proposals collectively attached hereto as Exhibit A, and that the City Manager be further authorized to sign, on behalf of the City, all other documents associated therewith.

ADOPTED AND APPROVED this \_\_\_\_\_ day of June, 2024.

\_\_\_\_\_  
VERONICA ENOCH, Clerk of Council

Received and approved this \_\_\_\_\_ day of June, 2024.

\_\_\_\_\_  
BRUCE CAMPBELL, Mayor



**Xylem Water Solutions USA, Inc.  
Flygt Products**

April 29, 2024

CITY OF GDNS CITY  
2 BUD BROWN DR  
SUITE B  
GARDEN CITY GA 31408

128 A Airport Park Drive  
Garden City, GA 31408  
Tel (912) 966-1577  
Fax (912) 966-1579

Quote # 2024-SAV-0203  
Project Name: 3rd St Hwy 80 Panel  
Job Name:

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

**Controls**

Qty	Part Number	Description
1	Duplex Control	Duplex Control Panel set to City of Garden City specifications
1	84-80 00 84	MULTISMART MSM 3MP2+ 3 PUMP W/MTR PROT NO SOFT
1	85 01 84	SENSOR,LEVEL LTU403 0-5.0 20M

**Total Price \$ 31,651.27**

**Freight Charge \$ 1,613.00**

**Total Price \$ 33,264.27**

**Terms & Conditions**

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.

**Freight Terms:** 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)

See Freight Payment (Delivery Terms) below.

**Taxes:** State, local and other applicable taxes are not included in this quotation.

**Back Charges:** Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

**Shortages:** Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

**Terms of Payment:** 100% N30 after invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third



a xylem brand

party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

**Schedule:** Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

**Terms of Delivery:** Full Freight Allowed

**Validity:** This Quote is valid for thirty (30) days.  
Please note that this pricing is valid for 30 days and contingent upon final approval of submittals and release to fabrication by (within 90 days of bid date).  
This quotation is subject to change if any changes to the specifications or plans are made that alter the scope of supply.

We do not supply junction boxes, disconnects, surge protection, kellum grips, piping, valves, guide bars, pressure gauges, spare parts, labor or any other equipment or installation services not specifically indicated above.

We thank you for your interest in Flygt equipment from Xylem Water Solutions USA, Inc.. and look forward to being of service to you in the near future. Please feel free to call if you have any questions or if you require assistance.

Sincerely,



Scott Adams  
Sales Representative  
Phone: 912-966-1577  
Cell: 912-271-4081  
scott.adams@xylem.com  
Fax: 912-966-1579





***Xylem Water Solutions USA, Inc.  
Flygt Products***

**Customer Acceptance**

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2024-SAV-0203  
Customer Name: CITY OF GDNS CITY  
Job Name:  
Total Amount: \$ 31,651.27  
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____





**Xylem Water Solutions USA, Inc.  
Flygt Products**

April 26, 2024

CITY OF GDNS CITY  
2 BUD BROWN DR  
SUITE B  
GARDEN CITY GA 31408

128 A Airport Park Drive  
Garden City, GA 31408  
Tel (912) 966-1577  
Fax (912) 966-1579

Quote # 2024-SAV-0202  
Project Name: Garden City replacement 10hp  
Job Name:

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

**Pumps**

Qty	Description	Unit Price	Extended Price
1	Flygt Model NP-3127.060 4" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 10 HP 1750 RPM motor, 438 impeller, 1 x 50 Ft. length of SUBCAB 4G6+2x1,5 submersible cable, volute is prepared for Flush Valve	\$ 10,558.41	\$ 10,558.41

**Total Price** **\$ 10,558.41**

**Freight Charge** **\$ 651.00**

**Total Price** **\$ 11,209.41**

**Terms & Conditions**

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.

**Freight Terms:** 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)  
See Freight Payment (Delivery Terms) below.

**Taxes:** State, local and other applicable taxes are not included in this quotation.

**Back Charges:** Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

**Shortages:** Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.



**Terms of Payment:** 100% N30 after invoice date.  
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

**Schedule:** Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

**Terms of Delivery:** Full Freight Allowed

**Validity:** This Quote is valid for thirty (30) days.  
Please note that this pricing is valid for 30 days and contingent upon final approval of submittals and release to fabrication by (within 90 days of bid date).  
This quotation is subject to change if any changes to the specifications or plans are made that alter the scope of supply.

We do not supply junction boxes, disconnects, surge protection, kellum grips, piping, valves, guide bars, pressure gauges, spare parts, labor or any other equipment or installation services not specifically indicated above.

We thank you for your interest in Flygt equipment from Xylem Water Solutions USA, Inc.. and look forward to being of service to you in the near future. Please feel free to call if you have any questions or if you require assistance.

Sincerely,



Scott Adams  
Sales Representative  
Phone: 912-966-1577  
Cell: 912-271-4081  
scott.adams@xylem.com  
Fax: 912-966-1579





**Xylem Water Solutions USA, Inc.**  
**Flygt Products**

**Customer Acceptance**

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2024-SAV-0202  
Customer Name: CITY OF GDNS CITY  
Job Name:  
Total Amount: \$ 10,558.41  
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____





J.A.M. Electric Company, Inc.  
1626 Blythe Island Drive  
Brunswick, GA 31523  
Ph: 912-265-5487 Cell: 912-230-5143 Fax: 912-265-9844  
Email: [jamelectriccoinc@gmail.com](mailto:jamelectriccoinc@gmail.com)  
Quote

Date: 05/17/2024

To: Garden City

Re: Third Street Lift Station

Attn: Dagny

We are pleased to offer the following price for the above-referenced project. Our price includes labor, material per plans and specifications/ and or site visit.

The description includes – Remove the existing control panel, main breaker, meter base, and service pole. Install a new 25' Pole with service riser, equipment rack with owner-provided control panel, install meter base and main breaker. Core drill wet well, install (3) 2" pipe, new equipment rack at the wet well with (3) 12x12x6 4X boxes with terminal strips, provided seal-offs per code, run pipe and wire to the new control panel, install (3) ground rods and make all electrical connections.

Total..... \$ 35,000.00

Does not include: Control Panel, Pumps, or floats

We look forward to working with you. If you have any questions or concerns, please do not hesitate to contact me.

Thank you

Richard Beck  
J.A.M. Electric Co., Inc.

**A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENTER A SERVICE AGREEMENT WITH CIVICPLUS, LLC, TO PROVIDE A PARKS AND RECREATIONAL FACILITIES MANAGEMENT SOFTWARE PROGRAM TO BE USED BY RESIDENTS TO SEARCH FOR RECREATIONAL ACTIVITIES AND EVENTS, TO REGISTER FOR SUCH EVENTS, AND TO PAY FOR PARTICIPATION FEES AND FACILITY RENTALS, AND FOR OTHER PURPOSES.**

WHEREAS, CivicPlus, LLC, is uniquely qualified and experienced in providing governmental entities with digital platforms which provide residents with access to a recreational department's activities, classes, events, sports and youth leagues, as well as access to online registration and payment options for participation fees and facility rentals, and is presently willing to contract with the City to provide such services together with training for all staff in the Parks and Recreation Department who will be utilizing the program; and,

WHEREAS, the City has determined that CivicPlus' recreational management software program will have the effect of marketing and promoting the City's recreational programs to attract a wider audience and increase participation; enabling the Parks and Recreation Department to better manage activities, classes, events, facilities, volunteers, and payments; and allowing the Department to gather accurate data and generate reports with which it can make data-driven decisions for the Department;

WHEREAS, the starting-up cost for CivicPlus's recreational management software program is \$8,588.00 in return for which the program will be installed and City staff will be trained to use same within 20 weeks from the date the City and CivicPlus execute the Statement of Work purchase order attached hereto as Exhibit A, said amount being deemed reasonable; and,

WHEREAS, the annual recurring service fee for the program shall be \$6,000.00 which shall be subject to approval by Mayor and Council during the City's budget development process;

and;

WHEREAS the City deems purchasing the CivicPlus recreational management software program to be in its best interest by reason of strengthening and transforming the way the City's Parks and Recreation Department works and communicates with the City's residents;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council for Garden City, Georgia, and it is hereby resolved:

1. The Mayor and Council for Garden City, Georgia, hereby authorizes the City Manager to execute the Statement of Work purchase order attached hereto as Exhibit A in order to procure CivicPlus' recreational facilities management software program for the purpose of providing residents with access to the Parks and Recreation Department's activities, classes, events, sports and youth leagues as well as access to online registration and payment options for participation fees and facility rentals, at a start-up price of \$8,588.00 with annual recurring service fees of \$6,000.00 which shall be subject to being approved during the City's budget development process.
2. The funding for the software program and the annual recurring service fees shall be derived from the City's General Fund as a budgeted expense of the Department of Parks and Recreation.

SO RESOLVED, this \_\_\_\_ day of June, 2024.

CITY OF GARDEN CITY, GEORGIA

---

Veronica Enoch, Clerk of Council

RECEIVED AND APPROVED this \_\_\_\_ day of June, 2024.

---

Bruce Campbell, Mayor

EXHIBIT A



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**

**Date:**

**Expires On:**

Statement of Work

Q-76549-1

5/28/2024 12:27 PM

5/31/2024

**Client:**

City of Garden City, GA

**Bill To:**

GARDEN CITY, GEORGIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Tye Lydon		tye.lydon@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicRec Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	CivicRec Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicRec Standard	Standard package -Project Coordination -Branded Public Portal -Help Center Access
2.00	CivicRec Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours
1.00	CivicRec Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours
1.00	CivicRec Pay Implementation - Forte	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicRec Annual Fee	CivicRec Annual Fee

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicRec Pay Annual Fee - Forte	CivicRec Pay Annual maintenance and support fee

QTY	PRODUCT NAME	DESCRIPTION
1.00	Recreation Management Pay - Forte	Recreation Management Pay - Forte

List Price - Initial Term Total	USD 13,088.00
Total Investment - Initial Term	USD 8,588.00
Annual Recurring Services (Subject to Uplift)	USD 6,000.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

## Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

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

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

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

Organization Legal Name:

\_\_\_\_\_  
Billing Contact:

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

\_\_\_\_\_  
Billing Phone Number:

\_\_\_\_\_  
Billing Email:

\_\_\_\_\_  
Billing Address:

\_\_\_\_\_  
Mailing Address: (If different from above)

\_\_\_\_\_  
PO Number: (Info needed on Invoice (PO or Job#) if required)

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

**DEFINED BENEFIT RETIREMENT PLAN**

**AN ORDINANCE**  
**and**  
**ADOPTION AGREEMENT**  
**for**  
**City of Garden City**

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

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## **I. AN ORDINANCE**

An Ordinance to amend and restate the Retirement Plan for the Employees of the 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) Basic Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the 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) Basic 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 Basic Plan Document)**

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 the Basic Plan Document]**

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 the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).
  - ☐ To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_

## 7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Basic Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal

Revenue Service under Internal Revenue Service Notice 2020-14 (the 2020 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Basic Plan Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by the PATH Act and the 2020 Cumulative List with the applicable effective dates.

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

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

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

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

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

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

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

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on August 15, 2022 **(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 Basic Plan Document's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

### A. Eligible Regular Employees

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

- ☐ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ☒ **ALL REGULAR EMPLOYEES EXCEPT** for the following employees (**must specify; specific positions are permissible; specific individuals may not be named**): **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 Basic Plan Document's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

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

☐ **ARE NOT** eligible to participate in the Plan.

☒ **ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): 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 Basic Plan Document, 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 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 Basic Plan Document to be eligible to participate in the Plan.) In accordance with Section 4.03(b) of the Basic Plan Document, 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 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 Basic Plan Document, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

## **12. ESTABLISHING PARTICIPATION IN THE PLAN**

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

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

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

## **13. CREDITED SERVICE**

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

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

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

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

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

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

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

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

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

**and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): 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, said Employee's Credited Past Service shall include only the number of years and complete months of Service from the Employee's initial employment date to the date the Employee becomes a Participant in the Plan.

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

## **B. Prior Military Service**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C. Prior Governmental Service**

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

**completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Basic Plan Document.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- ☒ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:
- ☒ Unused sick leave
  - ☐ Unused vacation leave
  - ☐ Unused personal leave
  - ☐ Other paid time off **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**(2) Minimum Service Requirement.**

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

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

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

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

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

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of 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 Basic Plan Document; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

## 14. RETIREMENT ELIGIBILITY

### A. Early Retirement Qualifications

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

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

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

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

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

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

### B. Normal Retirement Qualifications

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

#### (1) Regular Employees

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

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



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

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

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

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

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

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

- ☒ Attainment of age **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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one):** ☒ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

**Exceptions:** If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify

below to whom the different requirements apply and indicate below the requirements applicable to them.

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

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

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

**C. Alternative Normal Retirement Qualifications**

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

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

- (1) ☐ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).
- (2) ☒ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**
  - ☒ Attainment of age **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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document,

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

This alternative normal retirement benefit is available to:

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

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

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

- (3) ☒ **Rule of 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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.

- ☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named): 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 the Participant satisfies the Rule in order to qualify for this alternative normal retirement benefit.

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

- ☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution Described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule

shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

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

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

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

## 15. RETIREMENT BENEFIT COMPUTATION

### A. Maximum Total Credited Service

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

- ☒ not limited.
- ☐ limited to \_\_\_\_\_ years for all Participants.
- ☐ limited to \_\_\_\_\_ years for the following classes of Eligible Regular Employees:
  - ☐ All Eligible Regular Employees.
  - ☐ Only the following Eligible Regular Employees: \_\_\_\_\_.
- ☐ limited to \_\_\_\_\_ years as an elected or appointed member of the Governing Authority.
- ☐ limited to \_\_\_\_\_ years as a Municipal Legal Officer.
- ☐ Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.

### B. Monthly Normal Retirement Benefit Amount

#### (1) Regular Employee Formula

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

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

This formula applies to:

- ☐ All Participants who are Regular Employees.
- ☒ Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named):  
**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 Basic Plan Document. This definition of Covered Compensation shall apply to (**check one**):
- ☐ All Participants who are Regular Employees.  
☐ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.
- ☐ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Basic Plan Document. This definition of Covered Compensation shall apply to (**check one**):
- ☐ All Participants who are Regular Employees.



- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):**\_\_\_\_\_.
- ☐ (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
  - ☐ All Participants who are Regular Employees.
  - ☐ Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.
- ☐ (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$\_\_\_\_\_ **(specify amount)**. This definition shall apply to **(check one)**:
  - ☐ All Participants who are Regular Employees.
  - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):**\_\_\_\_\_.

**(3) Final Average Earnings**

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

This definition of Final Average Earnings applies to:

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

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

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

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

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

for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

This formula applies to:

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

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

**C. Monthly Early Retirement Benefit Amount**

**Check and complete one or more as applicable:**

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

**Alternative Early Retirement Reduction Table**

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

\*Interpolate for whole months

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

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

**E. Monthly Disability Benefit Amount**

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

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

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

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

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

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

**G. Multiple Plans**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_.

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

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

\_\_\_\_\_.

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

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

- ☐ (1) No cost-of-living adjustment.
- ☐ (2) Variable Annual cost-of-living adjustment not to exceed \_\_\_\_\_% **(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 Basic Plan Document, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in the Participant's accrued retirement benefit in accordance with the following schedule (**check one**):

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

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

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

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

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

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

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

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

**18. PRE-RETIREMENT DEATH BENEFITS**

**A. In-Service Death Benefit**

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

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

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

- ☐ Total Credited Service accrued prior to the date of the Participant's death.
- ☐ Total Credited Service accrued prior to the date of the Participant's death, plus **(check one)**: ☐ one-half ( $\frac{1}{2}$ ) ☐ \_\_\_\_\_ **(insert other fraction)** of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. **(See Basic Plan Document Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

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

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

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

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

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

**B. Terminated Vested Death Benefit**

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

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

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

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

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

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

## 19. EMPLOYEE CONTRIBUTIONS

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

- ☐ Are not required.
- ☐ Are required in the amount of \_\_\_\_\_ % **(insert percentage)** of Earnings for all Participants.
- ☒ Are required in the amount of **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):**
- 

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AN ORDINANCE (continued from page 1)**

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

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

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

Approved by the Mayor and Council of the City of Garden City, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

CITY OF GARDEN CITY, GEORGIA

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

\_\_\_\_\_  
Mayor

(SEAL)

Approved:

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

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

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

Board of Trustees  
Georgia Municipal Employees  
Benefit System

(SEAL)

\_\_\_\_\_  
Secretary