



Mayor/Council Meeting Agenda
Tuesday, February 4, 2020, 5:30 PM
Public Safety Complex (Gainesville Justice Center)
Municipal Court Room, 701 Queen City Parkway
Mayor or Mayor Pro Tem Presides

INVOCATION:

PLEDGE OF ALLEGIANCE:

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Minutes

- A. January 7, 2020 Mayor/Council Meeting
- B. January 16, 2020 Work Session
- C. January 21, 2020 Mayor/Council Meeting

Resolutions

- A. BR-2020-04 Amendments to the By-Laws of the Gainesville Nonprofit Development Foundation, Inc.
- B. BR-2020-05 GEMA - Homeland Security Statewide Mutual Aid and Assistance Agreement - 2020
- C. BR-2020-06 GMEBS Restated Defined Benefit Retirement Plan
- D. BR-2020-07 SPLOST VIII Citizens Review Committee

PUBLIC HEARING(S):

Annexation/Zoning Items

A. Tabled at the January 7, 2020 Council Meeting

Request from **Capstone Acquisitions, LLC** to annex a 6.148± acres tract located on the southeast side of the intersection of Jesse Jewell Parkway and Old Cornelia Highway (a/k/a **0 Jesse Jewell Parkway**) and to establish zoning as Light Industrial (L-I). **Ward Number: Three.** Tax Parcel Number(s): 00-144-000-023. **Request: Climate controlled storage and office/warehouse.**

- Proposed Annexation Ordinance 2020-01
- Proposed Zoning Ordinance 2020-02

B. Request from **Moez Hasni / WS Hotels, LLC to annex a 5.503± acres tract located on the northeast corner of Jesse Jewell Parkway and Crescent Drive, having frontage on Exit 24/ I-985 (a/k/a **400 Crescent Drive**) and to establish zoning as General Business (G-B) with a special use. **Ward Number: Two.** Tax Parcel Number(s): 15-033C-000-077. **Request: Extended stay hotel and retail building.****

- Proposed Annexation Ordinance 2020-05
- Proposed Zoning Ordinance 2020-06
- Proposed Resolution ZR-2020-01

CITY MANAGER ISSUES:

CITY ATTORNEY ISSUES:

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Friday, January 31, 2020, 3:50 PM

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/29/2020

Presenter:

Item of Business: Consent Agenda Items

Meeting Date: 2/4/2020

Purpose of Request:

The following appointments, minutes and/or resolutions are being considered under the Consent Agenda Section. These items were previously distributed for review and/or discussed. Unless otherwise directed by Mayor and Council, they will not be discussed during this meeting.

If you have questions regarding these documents, please feel free to contact the City Clerk's Office during normal business hours (Monday through Friday from 8:00 AM to 5:00 PM) at 770-535-6865 or via email to cityclerk@gainesville.org.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Department Director:

If funding is involved, are funds approved within the current budget?

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/29/2020
Presenter: Denise Jordan
Item of Business: January 7, 2020 Mayor/Council Meeting
Meeting Date: 2/4/2020

Purpose of Request:

The purpose of this request is to allow the governing body to approve the referenced meeting minutes.

History/Background:

Facts & Issues for Consideration:

The referenced draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description

Type

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/30/2020
Presenter: Denise Jordan
Item of Business: January 16, 2020 Work Session
Meeting Date: 2/4/2020

Purpose of Request:

The purpose of this request is to allow the governing body to approve minutes from the referenced meeting.

History/Background:

Facts & Issues for Consideration:

Draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget?

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description

Type

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/29/2020
Presenter: Denise Jordan
Item of Business: January 21, 2020 Mayor/Council Meeting
Meeting Date: 2/4/2020

Purpose of Request:

The purpose of this request is to allow the governing body to approve the referenced meeting minutes.

History/Background:

Facts & Issues for Consideration:

The referenced draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description

Type

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/8/2020

Presenter: Bryan Lackey

Item of Business: BR-2020-04 Amendments to the By-Laws of the Gainesville Nonprofit Development Foundation, Inc.

Meeting Date: 2/4/2020

Purpose of Request:

Resolution authorizes approval of amendments to the By-laws of the Gainesville Nonprofit Development Foundation, Inc. (GNDF), as recommended by the GNDF Board of Directors.

History/Background:

The GNDF, which is a not-for-profit corporation organized in 1970, strives to eliminate slums, combat community deterioration, secure adequate housing, purchase land and/or develop land, and improve the living conditions in the City of Gainesville. It is managed by a seven-member Board of Directors appointed by the governing body and functions under Articles of Incorporation and corporation By-laws.

Facts & Issues for Consideration:

The Articles of Incorporation of the GNDF define both the mission of the corporation and the process by which the corporation operates. More specifically, Article V of the GNDF Articles of Incorporation requires approval by the governing body of any alteration, amendment or other change to the Articles of Incorporation or By-laws of the corporation.

At a regular meeting, the GNDF Board of Directors voted to recommend approval of the proposed amendments to its By-laws. The amendments are intended to (1) adjust the date of its Annual Meeting required by the Articles of Incorporation; (2) clarify officer positions; and (3) better reflect how the organization currently functions with staff and technical assistance provided by the City of Gainesville.

Department Recommendation:

Approval of the resolution.

Department Director:

Rusty Ligon

If funding is involved, are funds approved within the current budget?

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
BR-2020-04 GNDF By-laws Amendment	Resolution
Exhibit A_Amendments to By-laws	Attachments/Exhibits
Exhibit B_GNDF Board Recommendation to Approve Amendments	Attachments/Exhibits

RESOLUTION BR-2020-04

**APPROVAL OF AMENDMENTS TO THE BYLAWS OF THE GAINESVILLE NONPROFIT
DEVELOPMENT FOUNDATION, INC.**

WHEREAS, the Gainesville Nonprofit Development Foundation, Inc. (GNDF) is a not-for-profit corporation that strives to eliminate slums, combat community deterioration, secure adequate housing, purchase land and/or develop land, and improve the living conditions in the City of Gainesville; and

WHEREAS, the GNDF was incorporated in 1970, and is managed by a seven-member Board of Directors appointed by the governing body; and

WHEREAS, Article V of the GNDF Articles of Incorporation requires approval by the governing body of any alteration, amendment or other change to the Articles of Incorporation or By-laws of the corporation; and

WHEREAS, GNDF Board of Directors voted at its July 17, 2019 meeting to recommend approval of amendments to its By-laws to adjust the date of its Annual Meeting required by the Articles of Incorporation and to reflect better how the organization currently functions with assistance provided by the City of Gainesville; and

WHEREAS, the recommended amendments shall be included as part of this resolution as Exhibit A, and the GNDF Corporate Resolution confirming approval by the Board of Directors shall be included as Exhibit B; and

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby expressly approves the Amendments to the By-laws of the Gainesville Nonprofit Development Foundation, Inc. as set forth in Exhibit A attached hereto.

Adopted this _____ day of _____, 2020.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

EXHIBIT A
**ARTICLES OF AMENDMENTS
TO THE BY-LAWS
OF
GAINESVILLE NONPROFIT DEVELOPMENT FOUNDATION, INC.**

The Directors of the Gainesville Nonprofit Development Foundation, Inc., a corporation organized and existing under the laws of the State of Georgia adopted an amendment to the By-laws of said corporation as follows:

ARTICLE II.

1. To amend MEETINGS: to read as follows:

The annual meeting of the directors shall be during the month of February in the City of Gainesville, Georgia at a time and date which shall be fixed by the Board of Directors. The directors shall hold such other meetings as may be necessary from time to time upon call of the President, or upon call of four (4) directors of the corporation by written request to the Secretary or designee or upon request from staff, which calls shall specify the time, the place and date of said meeting. Upon receipt of said call, the City of Gainesville's Community & Economic Development Department Office & Records Coordinator shall give ten (10) days written notice of the place, time and date of each such meeting.

ARTICLE III.

2. To amend OFFICERS: to read as follows:

The Officers of the Corporation shall consist of a president, vice president, secretary and other such officers as may be elected by the directors. Only directors shall serve as officers of the corporation. Any two offices may be held by the same person, except the office of President and Secretary.

The President shall preside at all meetings of the directors and shall be the Chief Executive Officer of the Corporation. In the absence of the President, the Vice President shall perform the duties of the President.

The City of Gainesville's Community & Economic Development Department (C&EDD) Office & Records Coordinator shall serve as the Recording Secretary of the corporation. The C&EDD Office & Records Coordinator shall be the custodian of the minutes of the corporation and shall accurately keep minutes of meetings of the directors. The City of Gainesville's Chief Financial Officer or his designee, on behalf of the Corporation and its Directors, shall have the authority and responsibility for the safekeeping of the funds and securities of the corporation.

The officers shall be elected for two-year terms at the annual meeting of the Board of Directors.

EXHIBIT B

CORPORATE RESOLUTION BR-2019- 02

RECOMMEND APPROVAL OF AMENDMENTS TO BY-LAWS

A scheduled meeting of the Board of Directors of the Gainesville Nonprofit Development Foundation, Inc., was held on Wednesday, July 17, 2019, at 3:30 p.m. Pursuant to, and upon a motion made regularly and in proper order, and seconded, the Board of Directors of the Gainesville Nonprofit Development Foundation, Inc.; who were present and represented a quorum of the Board, unanimously consented to the following actions, pursuant to the Georgia Business Corporation Code:

Recommendation to Mayor and City Council: Approval of By-laws Amendments

The Board of Directors for the Corporation recognizes the need to amend its By-laws and further recognizes that said amendment(s) must be approved by the governing body of the City of Gainesville. Upon careful consideration, the Board of Directors unanimously voted to recommend approval by the governing body of the City of Gainesville of the proposed amendments to the By-Laws of the Gainesville Nonprofit Development Foundation, Inc.; and

The Board of Directors of the Corporation is authorized to manage affairs of the Corporation deemed necessary to carry out the mission of the corporation. The signatures of the named parties shall bind the Corporation on such terms, conditions and provisions as they deem necessary and appropriate, such signatures by them of any documents being conclusive evidence that they, as signators of the Corporation, deem the terms, conditions and provisions thereof to be proper and in the best interest of the Corporation.

SO BE IT RESOLVED this 17th day of July, 2019.

Absent

Audrey Simmons, President

Broughton Cochran
Broughton Cochran, Board Member

Maria Calkins
Maria Calkins, Vice President

Joy Griffin
Joy Griffin, Board Member

Carlyle Cox
Carlyle Cox, Secretary

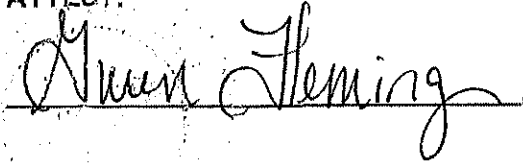
Rebina Warthen
Rebina Warthen, Board Member

Dick Young
Dick Young, Board Member



This is to certify that I am the Recording Secretary of the Gainesville Nonprofit Development Foundation and Office & Records Coordinator for the Gainesville Community & Economic Development Department. As such, I keep the corporation's official records, including its Minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

A handwritten signature in cursive script, reading "Karen Fleming", written over a horizontal line.

Recording Secretary/Office & Records Coordinator

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/13/2020
Presenter: Bryan Lackey
Item of Business: BR-2020-05 GEMA - Homeland Security Statewide Mutual Aid and Assistance Agreement - 2020
Meeting Date: 2/4/2020

Purpose of Request:

Renew the current Statewide Mutual Aid and Assistance Agreement to ensure the timely provision of the mutual aid assistance and the reimbursement of costs incurred for rendering assistance.

History/Background:

The GEMA - Homeland Security Statewide Mutual Aid and Assistance Agreement was last adopted on August 16, 2016 with renewal required every 4 years.

Facts & Issues for Consideration:

Department Recommendation:

Approve the resolution.

Department Director:

Jerome Yarbrough

If funding is involved, are funds approved within the current budget?

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ BR-2020-05 GEMA - Homeland Security Mutual Aid	Resolution
☐ Statewide Mutual Aid Agreement 2020	Contract/Agreement/MOU

RESOLUTION BR-2020-05

**Georgia Emergency Management Agency – Homeland Security Statewide Mutual Aid
and Assistance Agreement - 2020**

WHEREAS, the City of Gainesville is vulnerable to a wide range of natural or man-made disaster/emergencies; and

WHEREAS, the Georgia Emergency Management Act gives local governments of the State of Georgia the authority to make agreements for mutual aid assistance in emergencies and through such agreements to ensure the timely reimbursement of cost incurred by local governments which render such assistance; and

WHEREAS, the purpose of the Georgia Emergency Management Agency (GEMA) – Homeland and Security Statewide Mutual Aid and Assistance Agreement is to provide for mutual assistance between participating parties in managing any emergency or disaster that is duly declared by the governing authority of any political subdivision that is a participating party.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville is in support of the Georgia Emergency Management Agency – Homeland and Security Statewide Mutual Aid and Assistance Agreement hereto attached and authorizes the Mayor and/or City Manager to sign the documents required for the Statewide Mutual Aid Agreement.

Adopted this _____ day of _____, 2020.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: _____ City of Gainesville

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: City of Gainesville

Date: _____/_____/_____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: _____/_____/_____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for City of Gainesville (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Print Name	Job Title/Position
------------	--------------------

Signature of Above Individual

Print Name	Job Title/Position
------------	--------------------

Signature of Above Individual

Print Name	Job Title/Position
------------	--------------------

Signature of Above Individual

Chief Executive Officer - Signature	Date: _____/_____/_____
-------------------------------------	-------------------------

Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for City of Gainesville
(county/municipality) for the purpose of reimbursement sought for mutual aid:

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date:_____/_____/_____

Chief Executive Officer – Print Name

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/15/2020
Presenter: Bryan Lackey
Item of Business: BR-2020-06 GMEBS Restated Defined Benefit Retirement Plan
Meeting Date: 2/4/2020

Purpose of Request:

The purpose of this request is to adopt the proposed updates to the City's Defined Benefit Plan (Plan B) Agreement and Addendum to provide for service credit purchases for eligible Participants under Retirement Plan B.

History/Background:

On March 30, 2018, the IRS issued a favorable advisory letter for the restated Georgia Municipal Employees Benefit System Volume Submitter Defined Benefit Retirement Plan. The Defined Benefit Plan (City of Gainesville Retirement Plan B), as approved, incorporates required federal law updates, as well as administrative updates adopted by the Board of Trustees of GMEBS over the last several years. The IRS requires that each Adopting Employer sign an updated Defined Benefit Plan Adoption Agreement and Addendum. The Addendum modifies the Adoption agreement to provide for service credit purchases for eligible Participants in the retirement Plan B.

Facts & Issues for Consideration:

Department Recommendation:

Adopt the proposed updates to the City's Defined Benefit Plan (Plan B) and Resolution.

Department Director:

Janeann Allison

If funding is involved, are funds approved within the current budget?

Amount Requested: **Source of Funds:**

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ BR-2020-06 GMEBS Restated Defined Benefit Retirement Plan	Resolution
☐ Defined Benefit Retirement Plan Resolution and Adoption Agreement	Attachments/Exhibits
☐ Summary of Amendments	Attachments/Exhibits

General Addendum - Adoption Agreement	Attachments/Exhibits
Service Credit Purchase Addendum - Adoption Agreement	Attachments/Exhibits
GMA Plan B Master Plan 2018	Backup Material
2018 Amendment - Master Plan	Backup Material

RESOLUTION BR-2020-06

Amendment and Restatement of the Retirement Plan for City Employees

WHEREAS, the governing body of the City of Gainesville, Georgia (the "City") has a desire to continue its efforts to support the retirement plan for City employees; and

WHEREAS, the City has worked with the Georgia Municipal Association to amend and restate the retirement plan for City employees.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville does hereby adopt the attached Defined Benefit Retirement Plan Resolution and Adoption Agreement and does hereby direct the Mayor, the City Manager and the City Attorney to execute the Resolution and Adoption Agreement, as well as all other such documents and agreements that may be necessary to effectuate the terms of the Resolution and Adoption Agreement.

Adopted this ____ day of _____, 2020.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

A RESOLUTION
and
ADOPTION AGREEMENT
for
City of Gainesville

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

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I. A RESOLUTION

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

BE IT RESOLVED by the Mayor and Council of the City of Gainesville, Georgia, and it is hereby resolved by the authority thereof:

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

Resolution continued on page 37

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

1. ADMINISTRATOR

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

2. ADOPTING EMPLOYER

Name: **City of Gainesville, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **P.O. Box 2496, Gainesville, GA 30503-2496**
Phone: **(770) 535-6865**
Facsimile: **(770) 535-6896**

4. PLAN REPRESENTATIVE

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

Name: **City Manager**
Address: **P.O. Box 2496, Gainesville, GA 30503-2496**
Phone: **(770) 535-6865**
Facsimile: **(770) 535-6896**

5. PENSION COMMITTEE

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

Position:

Position:

Position:

Position:

Position:

Pension Committee Secretary: **City Manager or his/her designee (the City Manager shall provide written confirmation to GMEBS in the event that the City Manager appoints or changes a designee or revokes such designation)**

Address: **P.O. Box 2496, Gainesville, GA 30503-2496**

Phone: **(770) 535-6865**

Facsimile: **(770) 535-6896**

6. TYPE OF ADOPTION

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

- ☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- ☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- ☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
 - ☒ To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
 - ☐ To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Pension Protection Act of 2006 ("PPA"); the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART"); and the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"); and

Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2012-76 (the 2012 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting this Adoption Agreement, with its accompanying Master Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by PPA, HEART, WREDA, and the 2012 Cumulative List with the applicable effective dates.

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

The effective date of this Plan is _____.

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

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

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

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

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be the date of its adoption by the Governing Authority **(insert effective date of this Adoption Agreement not earlier than January 1, 2013)**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on November 19, 2013 **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective July 1, 2003 **(insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective July 1, 1994 **(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**): July 1.

9. CLASSES OF ELIGIBLE EMPLOYEES

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

A. Eligible Regular Employees

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

- ☐ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ☒ **ALL REGULAR EMPLOYEES EXCEPT** for the following employees (**must specify; specific positions are permissible; specific individuals may not be named**): (1) Employees or other individuals employed in positions covered by the Retirement Plan known as "Plan A" or who are eligible for coverage under Plan A (hereinafter referred to as "Plan A" employees); and (2) Employees described in General Addendum subsection 15(a) with respect to service prior to July 1, 2008 ("Plan D Employees"). The fact that an Employee participates in Plan D after July 1, 2008 will not disqualify the Employee from participation in this Plan after July 1, 2008, provided the Employee is otherwise eligible to participate under this Plan. Service as a Plan A employee or as a Plan D employee may be creditable for purposes of meeting the minimum Service requirements for participation, Vesting, and benefit eligibility under this Plan, in accordance with and subject to the limitations set forth herein and in subsection 15(a) of the General Addendum accompanying this Adoption Agreement. In addition, Participants may purchase credit to count in computing their benefit amount for their service as a Plan D employee prior to July 1, 2008 in accordance with and subject to the terms of the Service Credit Purchase Addendum attached to this Adoption Agreement.

B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise

meet the Master Plan's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

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

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

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

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): **Elected or appointed members of the Governing Authority must satisfy the one year waiting period applicable to Eligible Regular Employees before they are eligible to participate in the Plan. In accordance with Section 4.03(b) of the Master Plan, an elected or appointed member of the Governing Authority who initially takes office or returns to office on or after January 1, 2015, shall be qualified to participate in the Plan on the date he or she 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):** _____.

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

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

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

- ☐ No minimum
- ☐ 20 hours/week (regularly scheduled)
- ☐ 30 hours/week (regularly scheduled)
- ☒ Other: **32** (must not exceed 40 hours/week regularly scheduled)

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

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

Minimum hour requirement applicable to excepted Regular Employees:

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

B. Months Per Year (Regular Employees)

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

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

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

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

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

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

11. WAITING PERIOD

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

12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Master Plan. However, the Employer may specify below that participation

is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, he must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date he first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

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

- ☐ None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Master Plan).
- ☒ Participation is optional for the following Eligible Employees **(must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees): See General Addendum subsection 15(a) for rules concerning participation by City Manager, Assistant City Manager, and Department Directors after July 1, 2008.**

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))**: **Service which is not creditable pursuant to the terms of Section 15(a) of the General Addendum accompanying this Adoption Agreement.**

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

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

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

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: Subject to the limitations of subsection 15(a) of the General Addendum accompanying this Adoption Agreement, all Service prior to the date the Eligible Employee becomes reemployed by the City shall be credited (as Credited Past Service), provided that the Participant returns to Service with the City before July 1, 2003. If the Eligible Employee returns to Service with the City on or after such date, then any Service prior to the original effective date of the Plan (July 1, 1994) will not be counted as Credited Past Service. Credited Past Service shall not include any period of 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 Employee on the original Effective Date of the City's GMEBS Plan (July 1, 1994). For purposes of computing Credited Past Service, service as a Plan A or Plan D employee shall be counted to the same extent as Service as an Eligible Regular Employee, but in no event shall such service be taken into account for benefit computation purposes (but see General Addendum subsection 15(a) concerning purchase of credit for benefit computation purposes by certain Plan D Employees).

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

(4) Newly Eligible Classes of Employees. If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an

addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

B. Prior Military Service

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

(1) Credit for Prior Military Service.

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

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

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

(2) Maximum Credit for Prior Military Service.

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

(3) Rate of Accrual for Prior Military Service.

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

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

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

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

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

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

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

C. Prior Governmental Service

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

(1) Credit for Prior Governmental Service.

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

- ☒ Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave).**

- ☐ Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:
 - ☐ Computing amount of benefits payable.
 - ☐ Meeting minimum service requirements for vesting.
 - ☐ Meeting minimum service requirements for benefit eligibility.

(2) Definition of Prior Governmental Service.

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

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

(3) Maximum Credit for Prior Governmental Service.

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

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

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

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

(5) Payment for Prior Governmental Service Credit.

- ☐ Participants shall **not** be required to pay for governmental service credit.
- ☐ Participants shall be required to pay for governmental service credit as follows:
 - ☐ The Participant must pay _____% of the actuarial cost of the service credit.
 - ☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation**

1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): _____.

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

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

(1) Credit for Unused Paid Time Off.

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

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

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

- ☐ Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility).**
- ☒ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable):**
 - ☐ Unused sick leave
 - ☐ Unused vacation leave
 - ☐ Unused personal leave
 - ☒ Other paid time off **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** See General Addendum subsection 15(g) regarding one-time conversion of unused sick leave.

(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))**: See General Addendum subsection 15(g) regarding one-time conversion of unused sick leave.

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

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

(4) Maximum Credit for Unused Paid Time Off.

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

(5) Computation of Unused Paid Time Off.

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

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Master Plan; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): See General Addendum subsection 15(g) regarding one-time conversion of unused sick leave.

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

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

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

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

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

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

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

B. Normal Retirement Qualifications

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

(1) Regular Employees

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

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

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

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

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

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

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

(2) Elected or Appointed Members of Governing Authority

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

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

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

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

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

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

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

C. Alternative Normal Retirement Qualifications

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

D. Disability Benefit Qualifications

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

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

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

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

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

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

- ☐ not limited.
- ☒ limited to **33** years for all Participants. **(See subsection 15(f) of the Addendum regarding maximum Total Credited Service for Participants who terminated prior to December 1, 2004.)**
- ☐ 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.** _____% **(insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

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

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

- ☒ (c) **Split Final Average Earnings Formula.** 1.25% **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus 2.0% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

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

- ☐ (d) **Alternative Split Final Average Earnings Formula.** _____ % **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____% **(insert percentage)** of Final Average

Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

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

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

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

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

- ☐ (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:
 - ☐ All Participants who are Regular Employees.
 - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____.
- ☒ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:
 - ☒ All Participants who are Regular Employees.
 - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____.
- ☐ (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:
 - ☐ All Participants who are Regular Employees.
 - ☐ Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____.
- ☐ (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$_____ **(specify amount)**. This definition shall apply to **(check one)**:
 - ☐ All Participants who are Regular Employees.
 - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

(3) Final Average Earnings

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

This definition of Final Average Earnings applies to:

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

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

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

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

- ☐ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- ☒ **\$11.00 (insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer or major fraction thereof (6 months and 1 day).

This formula applies to:

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

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

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

- ☒ (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the

Master Plan to account for early commencement of benefits. This provision shall apply to:

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

Alternative Early Retirement Reduction Table

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

*Interpolate for whole months

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

- ☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of his Late Retirement Date.

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

E. Monthly Disability Benefit Amount

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

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

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

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

F. Minimum/Maximum Benefit For Elected Officials

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

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

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

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

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

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

(2) Reemployment After Early Retirement. In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before his Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible

Employee (as defined in the Plan) before his Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply **(check one or more as applicable)**:

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

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

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

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

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

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

B. Cost Of Living Adjustment

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

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

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

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

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

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

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

- ☐ **No vesting schedule (immediate vesting).**
- ☒ **Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of 10 years **(insert number not to exceed 10)** of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.
- ☐ **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):** City Manager, Assistant City Manager, Department Directors.

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)):** 5-year cliff – benefits shall be 100% Vested after the Participant has a minimum of 5 years Total Credited Service. Benefits remain 0% Vested until the Participant satisfies this minimum.

B. Elected or Appointed Members of the Governing Authority

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

- ☐ Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- ☐ No vesting schedule (immediate vesting).
- ☒ Other vesting schedule **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** 5-year cliff Vesting schedule.

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

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

- (1) ☒ Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan. In order to be eligible for this benefit, a Participant must meet the following requirements **(check one)**:

- ☐ The Participant must be vested in a normal retirement benefit.

- ☐ The Participant must have _____ years **(insert number)** of Total Credited Service.
- ☐ The Participant must be eligible for Early or Normal Retirement.
- ☒ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: Upon becoming Vested in a Normal Retirement benefit. If the Participant is a former Plan C participant and is partially vested in a Normal Retirement benefit at the time of death (see General Addendum subsection 15(b)), then the in-service death benefit (and the Terminated Vested death benefit – see Section 18.B. below) shall be computed based upon the percentage of the Normal Retirement benefit in which the Participant is Vested at the time of death.

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

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

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

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

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but he does not qualify for the in-service death benefit, then the Auto A

Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

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

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

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

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

B. Terminated Vested Death Benefit

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

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

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

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

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

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

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

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

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

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

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

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

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

- ☐ Interest shall not be paid.
- ☐ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.
- ☐ Other rate of interest **(must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):**
_____.

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

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

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

21. TERMINATION OF THE ADOPTION AGREEMENT

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

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

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

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

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

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

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

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

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

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

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

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

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

A RESOLUTION (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Master Plan or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the Employer was terminated or who vacated his office with the Employer for any reason whatsoever prior to the effective date of this Resolution 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 Resolution shall be date of approval by the Governing Authority.

Section 4. All Resolutions and parts of resolutions in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Gainesville, Georgia this _____ day of _____, 20____.

Attest:

CITY OF GAINESVILLE, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

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

**SUMMARY OF KEY AMENDMENTS
TO THE RESTATED
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN**

I. GENERAL OVERVIEW

On March 30, 2018, the IRS issued a favorable advisory letter for the restated Georgia Municipal Employees Benefit System Volume Submitter Defined Benefit Retirement Plan ("DB Plan" or "Plan"). The DB Plan, as approved, incorporates required federal law updates, as well as administrative updates adopted by the Board of Trustees of GMEBS over the last several years. The IRS requires that each Adopting Employer sign an updated DB Plan Adoption Agreement (and Addendum, if applicable).

II. SUMMARY OF KEY CHANGES TO THE MASTER PLAN DOCUMENT

Because all federal law and substantive amendments to the DB Plan were previously adopted by the Board of Trustees, participating employers have already been apprised of the amendments. However, the following information is a reminder of certain key provisions that were added to the Plan or significantly amended since the Plan was last restated in 2010.

- ❖ **Final Average Earnings and Federal Law Compensation Limits** - Final Average Earnings is defined as a set number of consecutive months of service credit (not to exceed 60 months) in which the participant's earnings were the highest. To comply with federal law, monthly earnings in excess of 1/12 of the federal annual compensation for the year in which the monthly salary was earned will not be used to compute a participant's Final Average Earnings. The monthly limit for salary earned (including payouts for unused leave, if applicable) for 2018 is \$22,916.66. Unless the Plan says otherwise, Final Average Earnings excludes severance pay.
- ❖ **Mandatory Participation; Opt Out Through Written Agreement with Employer** - Unless an employer's Adoption Agreement says participation in the Plan is optional for one or more classes of eligible employees, all eligible employees must participate in the Plan. However, if, within 120 days of becoming employed or taking office, an eligible employee (or elected official, if elected officials are permitted to participate in an employer's Plan) enters into a written agreement or employment contract agreeing not to participate in the DB Plan, the employee will be ineligible to participate in the Plan. The employer must notify GMEBS if an otherwise eligible employee has entered into such an agreement. The employee may not become a participant in the employer's Plan in the future unless the employer amends its Adoption Agreement to specifically require participation by the employee.
- ❖ **Immediate Participation for all Eligible Employees** - Effective January 1, 2015, eligible employees become participants in the Plan on the date on which they become employed. If a plan is contributory, employee contributions must begin when an eligible employee begins work. A participant must still be

SUMMARY OF KEY AMENDMENTS

employed with an employer for a minimum of one (1) year in order for his or her service to count for portability or actuarial reserve death benefit purposes.

- ❖ **Repayment of Withdrawn Employee Contributions; Interest and Timing** - If a participant who has terminated employment and withdrawn employee contributions returns to service with the employer, he or she may repay the employee contributions to restore forfeited service credit. The withdrawn funds must be repaid no later than six (6) months following reemployment, in a lump sum with interest, compounded annually from the date of withdrawal to the date of repayment.
- ❖ **No Employee Contributions While Receiving In-Service Distribution** - Participants in plans that require employee contributions and allow in-service distribution of benefits will not be required or allowed to make contributions under the plan while receiving an in-service distribution.
- ❖ **In-Service Distribution** - As a general rule, employees or elected officials may not draw retirement benefits while employed. If a plan allows in-service distribution, a participant must be at least age 62 to receive retirement benefits while employed. If a plan allows in-service distribution and has an alternative normal retirement provision with a minimum age of at least 50 specifically for public safety employees, public safety employees who are eligible for the alternative normal retirement may receive an in-service distribution even if they are younger than age 62. “In-service distribution” means a distribution of normal or alternative normal retirement benefits without a bona fide separation from service. A “bona fide separation from service” is a separation from service of at least six months with no expectation of returning to service. (For a few plans with grandfathered in-service distribution provisions, other minimum age limits may apply.)
- ❖ **Auto A Terminated Vested Death Benefits as Default** - The Auto A terminated vested death benefit applies to all vested participants who terminate employment on or after October 1, 2016, and who were not already covered by a terminated vested death benefit under the employer’s GMEBS retirement plan.
- ❖ **Default Death Beneficiaries** - Effective July 1, 2015, if a participant who is eligible for pre-retirement death benefits dies before retirement and does not have a designated pre-retirement beneficiary, his or her surviving spouse, if any, will be considered the pre-retirement beneficiary. If there is no surviving spouse, the participant’s pre-retirement death benefits will be paid in a lump sum to the participant’s estate. With the exception of the payment of the actuarial reserve in-service death benefit to the estate (which already provided for payment of death benefits to the participant’s estate in the absence of a designated pre-retirement beneficiary or surviving spouse), the amount of the pre-retirement death benefit payment to a participant’s estate will be 50% of the actuarial equivalent of the participant's vested accrued benefit.
- ❖ **Application for Disability Benefits** – The rules for retroactive disability benefits depend on when the participant terminated employment due to disability. **For a**

SUMMARY OF KEY AMENDMENTS

participant who terminates due to disability on or after April 1, 2015, to receive both retroactive and prospective GMEBS disability benefits, the participant must apply for disability benefits with the Social Security Administration (“SSA”), or with the Pension Committee, as applicable, within one year of termination. Within six months of receipt of the SSA award letter, the participant must submit a GMEBS retirement application and the SSA disability award letter (or Pension Committee determination of disability, if applicable) to the Pension Committee Secretary. Participants who do not meet these timing requirements but are otherwise eligible for disability benefits under the Plan can receive prospective benefits following submission of a retirement application and SSA disability award letter to GMEBS.

For a participant who terminated due to disability on or after July 1, 2011, but before April 1, 2015, to receive both retroactive and prospective disability benefits, the participant must have both submitted a GMEBS retirement application to the Pension Committee Secretary and applied for disability benefits with the SSA (or with the Pension Committee, as applicable) within one year of termination, and submitted the SSA disability award letter (or Pension Committee determination of disability, if applicable) to GMEBS within six months of receiving it. Participants who failed to meet these timing requirements but were otherwise eligible for disability benefits under the Plan could receive prospective benefits after submitting a GMEBS retirement application and SSA disability award letter to GMEBS.

- ❖ **Employer Indemnification of GMEBS; GMEBS Reliance on Information Provided by Employer and Participant; Payment of Benefits Conditioned on Receipt of Information** - By participating in the Plan, employers agree to indemnify and hold GMEBS harmless for any failure to pay benefits, any delay in paying benefits, or any other errors in processing benefits due to the employer’s failure to perform its obligations under the Plan or provide accurate data to GMEBS. The Plan states that GMEBS is entitled to rely on information provided to it by employers, participants and beneficiaries. Payment of benefits under the Plan is conditioned on each payee providing GMEBS accurate information.
- ❖ **Correction of Overpayments to Deceased Individual** - If a participant or beneficiary dies and GMEBS makes excess payments due to not knowing the payee has died, GMEBS will make reasonable efforts (not including litigation or collections processes) to recover the overpayment for a period of 60 days. If, after 60 days following notice of the participant’s or beneficiary’s death, GMEBS has not been able to recover the overpayment, the loss associated with overpayment will be charged against employer’s trust fund. The employer will be required to make a separate payment to the trust fund to make up for the loss. The employer may continue to try to recover the overpayment.
- ❖ **Correction of Underpayments to Deceased Individual** - With respect to underpayments corrected on or after January 1, 2017, if the corrective payment is owed to a deceased party, the corrective payment will be paid to the deceased party’s surviving spouse. If there is no surviving spouse, the benefit will be paid to the deceased party’s estate.

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

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

***** Items (1) through (10) of General Addendum – Not Applicable *****

(11) **Special Break in Service Provisions.** If a non-vested Participant is terminated and reemployed by the Adopting Employer, periods of service before the break (check one):

- ☐ will not be counted, except as otherwise provided in Section 4.06(e) of the Master Plan (concerning graduated vesting schedules).
- ☐ will not be counted unless the Participant remains in Service with the Employer for at least _____ (insert time period) following his return to employment, except as otherwise provided in Section 4.06(e) of the Master Plan.
- ☒ will be counted without regard to the break in service limitations of Section 4.06 of the Master Plan.

This provision shall apply to (check one):

- ☐ All Participants.
- ☒ Only the following Participants (must specify): **All Participants; however, employment as an Ineligible Employee shall not be taken into account in determining the amount of any benefit payable under the Plan.**

***** Items (12) through (14) of General Addendum – Not Applicable *****

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

(a) **Treatment of Service Under Retirement Plan A and Retirement Plan D.** This Plan is generally known and referred to as "Plan B". The City maintains two other retirement plans which are known as Retirement Plan A and a 457(b) deferred compensation plan known as Retirement Plan D. Employees shall generally not be eligible to receive credit or accrue any benefit for any purpose under this Plan based upon service performed or compensation earned in a position which is covered by Retirement Plan A or while the employee is eligible for coverage under Retirement Plan A (said employees will be referred to herein as "Plan A" employees). The City Manager, Assistant City Manager, and two Department Directors who participated in Plan D immediately prior to July 1, 2008 (referred to herein as "Plan D Employees") shall not be eligible to accrue any benefit under this Plan for any period of service under Plan D prior to July 1, 2008, except to the extent that credit for such service is purchased in accordance with subsection the Service Credit Purchase Addendum under this Plan B. However, service in a position covered by Retirement Plan A or while eligible for coverage under Plan A, and service as a Plan D Employee prior to July 1, 2008 will be creditable under this Plan for purposes of meeting this Plan's minimum Service requirements for participation, Vesting, and benefit eligibility, in accordance with and subject to the limitations specified below:

(i) **Satisfying 1-Year Waiting Period for Participation.**

Change from Ineligible to Eligible Status. Prior to January 1, 2015, if a Plan A or Plan D employee became an Eligible Regular Employee under this Plan while remaining continuously employed by the City, he or she was eligible to begin participation in this Plan on the first day of the month immediately following or coinciding with the date he or she satisfied the one year waiting period applicable to Eligible Regular Employees. For purposes of satisfying the one year waiting period, the Eligible Regular Employee's prior period of employment as a Plan A or Plan D employee was credited in the same manner as Service as an Eligible Regular Employee, provided that during said prior period of service as a Plan A or Plan D employee, he or she satisfied the minimum service requirement established under this Plan (at least 32 hours per week, 5 months per year, regularly scheduled and worked). In accordance with Section 4.03(b) of the Master Plan, on or after January 1, 2015, if a Plan A or Plan D employee becomes an Eligible Regular Employee under this Plan while remaining continuously employed by the City such Employee shall be qualified to participate in the Plan on the date he or she becomes an Eligible Regular Employee.

Change from Eligible to Ineligible Status. If, prior to January 1, 2015, an Eligible Regular Employee became a Plan A employee prior to satisfying the one year waiting period for participation in this Plan, and he or she again becomes an Eligible Regular Employee while remaining continuously employed by the City, his or her service as a Plan A employee shall be

credited in the same manner as Service as an Eligible Regular Employee for purposes of meeting the one year waiting period applicable to Eligible Regular Employees, provided that during said period of service as a Plan A employee, he or she satisfies the minimum service requirement established under this Plan (at least 32 hours per week, 5 months per year, regularly scheduled and worked). However, in no event will a Plan A employee be permitted to become a Participant in this Plan until the first day of the month coinciding with or following the date that he again becomes an Eligible Regular Employee and has satisfied the one year waiting period. For purposes of satisfying the waiting period, leaves of absence granted to an Ineligible Employee shall be treated in the same manner as leaves of absence for Eligible Regular Employees. Notwithstanding any provision to the contrary, in accordance with Section 4.03(b) of the Master Plan, on or after January 1, 2015, an Eligible Regular Employee shall be qualified to participate in the Plan on the date he or she becomes an Eligible Regular Employee and shall not be subject to a waiting period.

(ii) Credit for Vesting & Benefit Eligibility Purposes.

Change from Ineligible to Eligible Status. If a Plan A or Plan D employee becomes a Participant under this Plan while remaining continuously employed by the City, his or her prior period of employment as a Plan A or Plan D employee shall be credited in the same manner as Service as an Eligible Regular Employee for purposes of meeting this Plan's minimum Service requirements for Vesting and eligibility for benefits (Retirement and death benefits), provided that during said prior period of employment as a Plan A or Plan D employee, he or she satisfies the minimum Service requirement established under this Plan (at least 32 hours per week, 5 months per year, regularly scheduled and worked).

Change from Eligible to Ineligible Status. If a Participant becomes a Plan A employee prior to satisfying the minimum service requirements for Vesting and Retirement eligibility under this Plan, his or her service as a Plan A employee shall be credited in the same manner as Service as an Eligible Regular Employee for purposes of meeting the minimum Service requirements for Vesting and benefit eligibility (Retirement and death benefits) applicable to Eligible Regular Employees, provided that during said period of service as a Plan A employee, he or she satisfies the minimum Service requirement established under this Plan (at least 32 hours per week, 5 months per year, regularly scheduled and worked). For purposes of satisfying said requirements, leaves of absence granted to a Plan A Employee shall be treated in the same manner as leaves of absence for Eligible Regular Employees.

(iii) Service & Earnings as Ineligible Employee Not Creditable in Determining Benefit Amount. In no event will earnings or service as a Plan A or Plan D Employee be taken into account in computing the amount of any retirement or death benefit payable under this Plan, except as otherwise provided under subsection 15(a)(iv) below. If an Eligible Regular Employee transfers to a

position that is not covered by this Plan, then the amount of his or her benefit for service under this Plan will be determined based only upon his or her Earnings and Service while covered under this Plan, and the benefit formula in effect under this Plan immediately prior to the date of his or her transfer to said non-covered position. Service or earnings as a Plan A or Plan D Employee will not be taken into account under this Plan for any purpose if they are not to be taken into account under Plan A or Plan D (e.g., Plan A service forfeited due to withdrawal of employee contributions will not be creditable under this Plan).

- (iv) Transfer of Certain Plan D Participants to Plan B. Effective July 1, 2008, the then current City Manager, Assistant City Manager, and the two Department Directors who participated in Plan D immediately prior to July 1, 2008 will commence participation in this Plan ("Plan B"). The amount of any Retirement or death benefit payable to or on behalf of said Employees under this Plan will be determined based solely on the Employee's Credited Service after July 1, 2008, except to the extent that the Employee purchases credit for full-time service prior to July 1, 2008 as a Plan D participant, in accordance with and subject to the provisions of the Service Credit Purchase Addendum under this Plan. Final Average Earnings for said Employees will be determined in the same manner as for other Participants under this Plan, taking into account Earnings before and/or after July 1, 2008 (as applicable). Said Employees' full-time service as a Plan D participant prior to July 1, 2008 will be credited under this Plan for purposes of meeting this Plan's 1-year waiting period (if applicable) and the minimum Service requirements for Vesting and eligibility for benefits (Retirement and pre-retirement death benefits). If an Employee described in this subsection is Terminated and later reemployed by the City, the Employee will continue to participate in this Plan B upon reemployment, subject to the applicable eligibility requirements of this Plan.
- (b) Employees Transferring from Retirement Plan C. Effective June 30, 2003, the Retirement Plan known as Plan C, which was maintained for employees of the Gainesville Parks and Recreation Agency ("Recreation Agency" or "Agency") was terminated. Current and new employees of the Recreation Agency (i.e., those employed on and after July 1, 2003) will be eligible to be covered by this Plan effective July 1, 2003, in accordance with and subject to the limitations specified below:
 - (i) Employees May Rollover Entire Plan C Account Balance to this Plan. Employees of the Recreation Agency employed on June 30, 2003 who received a distribution of their Plan C account balance by virtue of the termination of Plan C, were permitted (but not required) to roll their entire Plan C account balance to this Plan, provided that such rollover was completed via direct rollover (plan to plan rollover with no distribution to employee) within the time limits established by the City for such rollover. Partial rollovers (a rollover of less than the employee's entire Plan C account balance) were not permitted or accepted. Indirect employee-plan rollovers were also not permitted.

- (ii) Death or Termination Prior to Completing Rollover. If a former Plan C participant died or Terminated employment with the City prior to completing a rollover as described in paragraph 15(b)(i) above (including receipt of rollover funds by GMEBS), no rollover to this Plan was permitted.
- (iii) Employees on Leave of Absence; Part-Time Employees. Employees on a leave of absence were not permitted to effect a direct rollover to this Plan unless they returned to employment with the City and completed a direct rollover of their entire Plan C account balance while actively employed by the City and within the time limits referred to above. Active part-time employees of the Recreation Agency were permitted to roll their Plan C account balances to this Plan in accordance with this subsection 15(b) and receive the Minimum Plan C Accrued Benefit, but they were not eligible to participate or accrue any other benefits under this Plan, unless they met the minimum service requirements applicable under this Plan (at least 32 hours per week, 5 months per year, regularly scheduled and worked). Said employees will not receive credit under this Plan for any purpose for service with the Recreation Agency prior to July 1, 2003 (except for payment of the Minimum Plan C Accrued Benefit), unless they met the minimum service requirements for participation under this Plan during said period.
- (iv) Plan C Account Balance Converted to Minimum Plan C Accrued Benefit. If an employee of the Recreation Agency effected a rollover of his or her entire Plan C account balance to this Plan as described in paragraph 15(b)(i) above, then the rollover amount will be converted into an actuarially equivalent Accrued Benefit, representing the minimum benefit payable under this Plan for service under Plan C ("Minimum Plan C Accrued Benefit"). The actuarially equivalent Plan C Accrued Benefit shall be computed as of the conversion date, based upon the actuarial factors specified in Section 12.07 of the Master Plan, in the following manner: the conversion factor shall be based on (i) the interest assumption only for the period of time from the conversion date until the Participant's Normal Retirement date (as defined in the Plan as of the same date), and (ii) the interest and mortality assumption for the period following the Participant's Normal Retirement date. For purposes of this paragraph 15(b)(iv), the term "conversion date" means the date as of which the final accounting for Plan C is determined by the trustee or administrator of Plan C.
- (v) Treatment of Notional Accounts. Plan C account balances rolled into this Plan pursuant to paragraph 15(b)(i) above shall be used to fund additional benefits payable to the Participant effecting the rollover (and/or his or her beneficiary, as applicable) under this Plan for prior service under Plan C (see paragraph 15(b)(iv) above and 15(b)(vii) below). Amounts rolled into this Plan and notional interest accumulated thereon shall not otherwise be distributable to the Participant or any other person or entity, except as provided in paragraph 15(b)(vi) below. Notional interest shall accrue on Plan C account balances rolled into this Plan at the interest rate specified in Section 12.07 of the Master Plan in effect for the calendar year in which the conversion occurs. Notional interest shall be compounded and credited on an

annual basis as of the first anniversary of the conversion date and each anniversary date thereafter, up to and including the anniversary date coinciding with or preceding the date of distribution (i.e., the date that retirement distributions commence or, if applicable, the date that pre-retirement death benefit distributions commence, or if applicable, the date of a small benefit cashout referred to in in paragraph 15(b)(vi) below).

(vi) Small Benefit Cashouts. Notwithstanding the requirements of Section 7.05 of the Master Plan, a small benefit cashout will be payable under this Plan if, as of the date of distribution: (1) the present value of the benefit as determined under the Plan is below the dollar limit referred to in Master Plan Section 7.05; and (2) the value of the Participant's notional account, as determined in accordance with in paragraph 15(b)(iv) of this General Addendum, is below the dollar limit referred to in Section 7.05 of the Master Plan. If a small benefit cashout is payable under this subsection, the distributee shall receive the greater of the present value of the benefit or the value of the notional account, as determined above.

(vii) Distribution Upon Failure to Exhaust Notional Account. 1) If upon Retirement a Participant who has rolled his or her entire Plan C account balance to this Plan in accordance with in paragraph 15(b)(i) above elects to receive his or her Retirement benefit in the form of a single life annuity (payable over his or her lifetime only with no survivor benefit payable), and if upon the death of the Participant after Retirement the sum of all benefits paid to him or her does not equal or exceed the amount rolled into this Plan from Plan C plus notional interest accumulated thereon, then a lump sum payment in the amount of the difference shall be paid to the Retired Participant's estate; 2) If upon Retirement a Participant who has rolled his or her entire Plan C account balance to this Plan in accordance with in paragraph 15(b)(i) above elects an optional form of Retirement benefit payment providing for continued payments to a surviving beneficiary after the Participant's death, and if upon the death of the Retired Participant (or if later, the death of his or her Post-Retirement Beneficiary) the sum of all benefits paid to the Retired Participant and his or her Post-Retirement Beneficiary does not equal or exceed the amount rolled into this Plan from Plan C plus notional interest accumulated thereon, then a lump sum payment in the amount of the difference shall be paid to the Retired Participant's estate. However, if the Post-Retirement Beneficiary dies after he or her has begun receiving survivor benefit payments (or in the case of Option C, the Post-Retirement Beneficiary exhausts the applicable period certain after he or she has begun receiving survivor benefits), the lump sum payment shall be paid to the Post-Retirement Beneficiary or his or her estate, as applicable; 3) If a Participant who has rolled his or her entire Plan C account balance to this Plan in accordance with in paragraph 15(b)(i) above dies in the Service of the City before he or she satisfies the eligibility requirements for an in-service death benefit, the amount rolled into this Plan from Plan C plus notional interest accumulated thereon shall be paid to the Participant's estate; 4) In the event the sum of all pre-retirement death benefits paid by virtue of the death of a Participant does not equal or exceed

the amount rolled into this Plan from Plan C plus notional interest accumulated thereon, a lump sum payment in the amount of the difference shall be paid to the Pre-Retirement Beneficiary's estate.

- (viii) **Rollover Required to Receive Benefit Computation Credit for Prior Service with Recreation Agency.** If an employee of the Recreation Agency effects a rollover of his or her entire Plan C account balance to this Plan as described in in paragraph 15(b)(i) above, then the employee's service with the Agency from his or her initial date of hire with the Agency until June 30, 2003, but excluding any period of service as a Plan A or Plan D employee will be taken into account in determining the amount of any retirement or death benefit payable to or on behalf of the employee under this Plan. If a former Plan C employee does not roll his or her entire Plan C account balance to this Plan, then service with the Recreation Agency prior to June 30, 2003 will not be taken into account for purposes of computing the amount of any benefit payable under this Plan.
- (ix) **Rollover Required to Receive Eligibility and Vesting Credit.** If an employee of the Recreation Agency effects a rollover of his or her entire Plan C account balance to this Plan as described in in paragraph 15(b)(i) above, then the employee's service with the Recreation Agency from his or her initial date of hire with the Agency until June 30, 2003 will be counted for purposes of meeting this Plan's minimum Service requirements for participation, Vesting, and Retirement and death benefit eligibility. If an employee of the Recreation Agency does not roll his or her entire Plan C account balance to this Plan, then service prior to the effective date of this Plan will not be taken into account for purposes of meeting this Plan's minimum Service requirements for participation, Vesting, Retirement or death benefit eligibility, or for any other purpose under the Plan.
- (x) **Earnings.** Earnings with the Recreation Agency before July 1, 2003 will be treated in the same manner as Earnings with the Agency after July 1, 2003 for purposes of determining Final Average Earnings under this Plan.
- (xi) **Vesting Period.** Employees of the Recreation Agency who rollover their entire Plan C account balance to this Plan in accordance with in paragraph 15(b)(i) above will be considered 100% vested in their Minimum Plan C Accrued Benefit. Said employees will otherwise remain subject to the 6-year graduated vesting schedule which applied under Plan C, rather than the 10-year cliff vesting schedule otherwise applicable under this Plan. The 10-year cliff vesting schedule will apply to: 1) employees of the Recreation Agency who do not rollover their entire Plan C account balance to this Plan in accordance with in paragraph 15(b)(i) above; 2) employees initially employed by the Recreation Agency on or after July 1, 2003, and 3) former employees of the Agency not employed on July 1, 2003 who return to service after July 1, 2003.
- (c) **Suspension of Benefits Upon Reemployment.** The requirement for suspension of retirement benefits upon reemployment (see Section 16.A. of the Adoption

Agreement) shall also apply if a Retired Participant returns to service with the City in a Plan A or Plan D covered position.

- (d) Vesting, Plan Coverage; Correction for Certain Employees. Solely for purposes of meeting the 10-year cliff vesting requirement under this Plan, Olivia Cotton's service with the Joint City-County Department of Developmental Services, from March 2, 1987 to November 29, 1996, will be taken into account. However, in no event will such service be counted in determining the amount of any benefit payable under this Plan. In addition, Mr. Dang Nguyen shall be considered to have participated in this Plan during the period September 29, 1975 until December 9, 1991. Provided the requirements of the Plan are otherwise satisfied, Mr. Nguyen shall be entitled to receive a Retirement benefit (or pre-retirement death benefit, as applicable) under this Plan for the above period of service. Said benefit shall be calculated based upon Mr. Nguyen's Service and Earnings with the City during said period, and the benefit formula in effect under this Plan as of the date of Mr. Nguyen's Termination. In no event will Mr. Nguyen be entitled to any benefit under this Plan for service with the City after December 9, 1991. His service and earnings on and after such date shall not be taken into account for any purpose under the Plan.
- (e) Participation by Future City Managers, Assistant City Managers, and Department Directors. The provisions of this subsection 15(e) shall apply notwithstanding any provisions concerning optional participation to the contrary in the Adoption Agreement (see Section 12 of the Adoption Agreement). (1) New Hires - Effective July 1, 2008, Employees initially hired on or after said date into the position of City Manager, Assistant City Manager, or Department Director (with no prior service for the City of Gainesville) must irrevocably elect no later than the first day of the month after they have completed their first 30 days of full-time employment, whether to participate in this Plan ("Plan B") or Plan A, subject to the eligibility requirements of said plan, provided that participation under the terms of Plan A is permissive and not mandatory for said Employees. The Employee's election must be submitted in writing, on or in the form required by the City for such purpose. If participation under Plan A is not mandatory and if the Employee does not submit an election form within the above time limit, the Employee will be deemed to have elected to participate in Plan B (default election is Plan B). The Employee's election (affirmative or by default) will be irrevocable, notwithstanding later termination and return to employment with the City. (2) Promotion or Transfer - Employees who are promoted or transferred on or after July 1, 2008 from another position with the City into the position of City Manager, Assistant City Manager, or Department Director (rather than being hired directly into the position) will participate in this Plan (Plan B) after said promotion or transfer only if they participated in this Plan immediately preceding said promotion or transfer. (3) Employees not employed with the City immediately prior to July 1, 2008 who are re-hired on or after July 1, 2008 into the position of City Manager, Assistant City Manager, or Department Director will participate in this Plan (Plan B) upon reemployment only if they participated in this Plan immediately prior to their most recent termination.

- (f) Maximum Total Credited Service. The number of years of Total Credited Service which may be used to calculate a benefit is 30 years if a Participant terminated prior to December 1, 2004 (otherwise the number of years of Total Credited Service is 33 years – See Section 15.A. of the Adoption Agreement).
- (g) One-Time Optional Conversion of Accrued Sick Leave Effective January 8, 2012.
- (i) Plan Participants will be given a one-time optional opportunity to irrevocably convert their unused accrued sick leave accumulated as of January 8, 2012 into additional Credited Service which may be used for certain purposes under the Plan, in accordance with and subject to the provisions of this subsection 15(g). This opportunity is only available to Participants who are employed with the Employer on January 8, 2012 and who effect such conversion no later than December 15, 2011 by completing form(s) provided by the City for such purpose in a manner that is acceptable to the City. A Participant who elects to convert his/her accrued unused sick leave accumulated as of January 8, 2012 into additional Credited Service under the Plan in accordance with this subsection 15(g) must as part of such election choose to either: 1) convert all (100%) of his/her accrued unused sick leave balance accumulated as of January 8, 2012 into Credited Service under this Plan; or 2) convert all but a one-week allotment (40 hours) of his/her accrued unused sick leave accumulated as of January 8, 2012 (with said 40 hours to remain in his/her accrued sick leave balance). There is no cap on the number of hours of accrued sick leave accumulated as of January 8, 2012 that may be converted into Credited Service. However, unused accrued sick leave balances of fewer than 40 hours are not eligible to be converted. For purposes of converting accrued sick leave hours into Credited Service, each eight (8) hours of accrued unused sick leave shall equal one complete (1) day of Credited Service. Partial days will not be counted. Each 20 days of Credited Service as computed hereunder shall be counted as one complete month of Credited Service. Partial months will not be counted. If a Participant does not elect to convert his/her accrued unused sick leave into additional Credited Service under the Plan as of January 8, 2012 in accordance with this subsection 15(g), such Participant shall not be eligible to apply any unused sick leave towards Credited Service at any time for any purpose under the Plan.
- (ii) One-Time Mandatory Conversion of Reserve Sick Bank Effective January 8, 2012—Effective January 8, 2012, provided a Participant is employed with the City as of such date, the Participant's unused sick leave in his/her Reserve Sick Bank as of January 8, 2012 (as reflected in the records of the City and as reported to GMEBS) shall be automatically converted into Credited Service which may be used for certain purposes under this Plan, in accordance with and subject to the provisions of this subsection 15(g). For purposes of this conversion, each eight (8) hours of unused sick leave in a Participant's Reserve Sick Bank as of January 8, 2012 shall equal one complete (1) day of Credited Service (partial days will not be counted), and each 20 days of Credited Service as computed hereunder will be counted as one complete

month of Credited Service (partial months will not be counted). Each Participant who has unused sick leave in his/her Reserve Sick Bank shall receive a minimum of one (1) month of Credited Service under the Plan in connection with such conversion, if his/her Reserve Sick Bank balance is greater than one (1) hour as of January 8, 2012. However, no more than 1440 hours of unused sick leave from a Participant's Reserve Sick Bank will be converted under this paragraph 15(g)(ii). No accrued unused sick leave in a Participant's Reserve Sick Bank will be converted into Credited Service for any purpose after January 8, 2012. Unused sick leave hours in a Participant's Reserve Sick Bank may not be converted under paragraph 15(g)(i) above.

(iii) Use of Converted Sick Leave - Credited Service that results from the conversion of unused sick leave under paragraph 15(g)(i) or (ii) above will be treated as follows under the Plan:

(A) Early Retirement

- (1) Imputed Credited Service to Qualify - If the Participant applies for Early Retirement benefits under the Plan, one or more complete months of said Credited Service will first be treated as imputed month(s) of Credited Service if necessary for purposes of meeting the minimum 10-year service requirement to qualify for Early Retirement; and
- (2) Imputed Age - If the Participant applies for Early Retirement, one or more complete months of said Credited Service will next be treated as imputed month(s) of age if necessary for purposes of meeting the minimum age requirement (age 55) to qualify for Early Retirement; or, if the Participant meets said minimum age requirement based upon his/her actual or imputed age, one or more complete months of said Credited Service will be treated as imputed months of age and used to increase the Participant's age for purposes of determining the amount of the Early Retirement benefit payable to the Participant.
- (3) No Imputed Service for Benefit Computation - Credited Service that results from the conversion of unused sick leave under paragraph 15(g)(i) or (ii) above may not be treated as Credited Service for the purpose of computing the amount of any Early Retirement benefit payable to the Participant.

(B) Normal Retirement

- (1) Imputed Credited Service to Become Vested in Normal Retirement Benefit - If the Participant Terminates employment with the City before reaching age 65 and applies for Normal Retirement benefits under the Plan, one or more complete months of said Credited Service will first be treated as imputed month(s) of Credited Service if necessary for purposes of meeting the applicable minimum Service

requirement for being considered Vested in a Normal Retirement benefit;

- (2) Imputed Credited Service for Those Who Reach Age 65 While in Service - If the Participant Terminates employment with the City after reaching age 65 and applies for Normal Retirement benefits under the Plan, one or more complete months of said Credited Service will first be treated as imputed month(s) of Credited Service if necessary for purposes of meeting the minimum 5-year Service requirement to qualify for Normal Retirement that is applicable to Participants who reach age 65 while in Service with the City.
- (3) Imputed Age - If the Participant applies for Normal Retirement benefits under the Plan, one or more complete months of Credited Service will, after applying paragraph 15(g)(iii)(B)(1) as applicable, next be treated as months of imputed age if necessary for purposes of meeting the minimum age requirement (age 65) to qualify for Normal Retirement.
- (4) Imputed Credited Service for Benefit Computation - If a Participant qualifies for Normal Retirement based upon his/her actual age (or his/her imputed age after applying paragraph 15(g)(iii)(B)(3) above) and based upon his/her Total Credited Service (including any creditable GMEBS portability service and any months of Credited Service imputed under paragraph 15(g)(iii)(B)(1) or 15(g)(iii)(B)(2) above, as applicable) then any remaining complete months of Credited Service for accumulated accrued sick leave that are creditable under paragraph 15(g)(i) or 15(g)(ii) above and that have not been applied under paragraph 15(g)(iii)(B)(1), paragraph 15(g)(iii)(B)(2), or paragraph 15(g)(iii)(B)(3) above will be treated as additional months of Credited Service solely for purposes of computing the amount of the Normal Retirement Benefit payable to the Participant.
- (C) Imputed Months of Credited Service May Not Be Counted Twice - In no event may any month of Credited Service that results from the conversion of unused sick leave under paragraph 15(g)(i) or 15(g)(ii) above be used for more than one purpose under paragraph 15(g)(iii)(A) or paragraph 15(g)(iii)(B) as applicable, i.e., each such month of Credited Service may only be counted as one month of imputed Credited Service or one month of imputed age, as applicable under said subsections.
- (D) Pre-Retirement Death Benefits - If a Participant dies prior to Retirement, then any Credited Service that results from the conversion of unused sick leave under paragraph 15(g)(i) or 15(g)(ii) above will be treated as imputed months of Credited Service for purposes of determining whether the Participant is eligible for an in-service pre-retirement death benefit under Section 18(A) of the Adoption Agreement, or a Terminated Vested pre-retirement death benefit under Section 18(B) of the Adoption Agreement, as applicable. If a Participant qualifies for a pre-retirement

death benefit, then any remaining complete months of Credited Service for accumulated accrued sick leave that are creditable under paragraph 15(g)(i) or 15(g)(ii) above and that have not been applied to qualify the Participant for a pre-retirement benefit under this subsection paragraph 15(g)(iii)(D) will be treated as additional months of Credited Service solely for purposes of computing the amount of the pre-retirement death benefit payable on behalf of the Participant.

- (iv) Confirmation of Sick Leave to Be Credited - The City shall notify GMEBS no later than February 1, 2012 of the names of Participants electing to convert accrued unused sick leave into Credited Service pursuant to paragraph 15(g)(i) above, and for each such Participant, the number of sick leave hours the Participant has elected to convert into Credited Service pursuant to paragraph 15(g)(i), and the number of months of Credited Service that result from said conversion. Likewise, the Employer shall notify GMEBS no later than February 1, 2012 of the names of Participants for whom unused sick leave in the Participant's Reserve Sick Bank has been converted into Credited Service pursuant to paragraph 15(g)(ii) above, the number of hours that have been converted on behalf of each such Participant, and the number of months of Credited Service that result from such conversion.

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Gainesville, Georgia this _____ day of _____, 20____.

Attest:

CITY OF GAINESVILLE, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

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

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

**Board of Trustees
Georgia Municipal Employees
Benefit System**

(SEAL)

Secretary

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

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

- (1) **Service Credit Purchase; Eligibility Requirements.** Subject to any conditions specified in Section 13.B. or 13.C. of the Adoption Agreement and in this Service Credit Purchase Addendum, Participants in this Plan who hold the position of City Manager, Assistant City Manager, or Department Director as of July 1, 2008 and who participated in the 457(b) deferred compensation plan (known as "Plan D") immediately prior to July 1, 2008 may purchase credit under this Plan ("Plan B") for their full-time service with the City of Gainesville while a participant under Plan D prior to July 1, 2008. The purchase of prior service credit is permitted but not required under this Plan. Such purchases will be allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance that the Pension Committee Secretary or GMEBS deem appropriate.
- (2) **Use of Purchased Service Credit.** Subject to any conditions or limitations provided in this Addendum, service credit purchased hereunder will be counted as Credited Service for purposes of (check all that apply):

 - ☒ computing the amount of benefits payable under the Plan;
 - ☒ meeting the minimum service requirements for vesting under the Plan;
 - ☒ meeting the minimum service requirements for benefit eligibility under the Plan.
- (3) **Application to Purchase Service Credit.** A Participant who meets the eligibility requirements specified in paragraph (1) above and who

wishes to purchase eligible service credit as described in paragraph (1) above may apply for such purchase by completing and submitting to the Pension Committee Secretary or other Employer designee an application form provided for that purpose. Participants will be responsible for providing the Pension Committee Secretary or other Employer designee with any information or documentation that the Pension Committee Secretary or other Employer designee deems necessary to establish that the Participant's service is eligible for purchase under paragraph (1) above.

- (4) **Window Period for Application.** In order to purchase service credit, eligible Participants may submit the service credit purchase application within a two-month window period beginning July 1, 2008 and ending August 31, 2008, or a later annual window period as provided in paragraph (8) below. If a Participant does not submit a completed application to purchase service credit within the designated window period, the Participant will not be permitted to purchase service credit. As a precondition for approval of his or her application, the Participant will be responsible for providing the Pension Committee Secretary with any additional information or documentation that the Pension Committee Secretary deems necessary to establish that the Participant's service is eligible for purchase under paragraph (1) above. Notwithstanding any provision herein to the contrary, no Participant may apply for or purchase prior service credit after his or her termination of employment.
- (5) **Review by Pension Committee Secretary.** Within a reasonable amount of time after the end of the application period, the Pension Committee Secretary will review the Participant's application to purchase service credit and will determine whether the application should be accepted. Upon approval of an application by the Pension Committee Secretary, the Pension Committee Secretary will certify on the application the number of years and months of prior service that are eligible for purchase under paragraph (1) above.
- (6) **Fee for Cost Study.** Eligible Participants will not be required to pay the fee associated with the initial actuarial study to determine the cost to purchase the Participant's eligible prior service credit. However, if the Participant does not complete the purchase of all of his prior service credit which is eligible for purchase (i.e., if all funds necessary to purchase all prior service credit eligible for purchase are not received

by GMEBS) on or before December 31, 2008, then an updated actuarial cost study will be required as a precondition for the purchase of any eligible credit not previously purchased, and the Participant will be required to pay the fees associated with any such cost study (see subsection (8) below.

- (7) **Actuarial Study to Determine Cost of Purchase.** In the event that a cost study has not been undertaken prior to the Participant's submission of a completed application to purchase service credit, if the Participant's application to purchase is approved by the Pension Committee Secretary, a cost study will be undertaken as soon as reasonably practicable after the application has been approved, in order to determine the actuarial cost relating to the Participant's prior service that is eligible for purchase.
- (8) **Lump Sum Payment Required by December 31.** Upon completion of the cost study, the Pension Committee Secretary will notify the Participant of the lump sum amount required to purchase prior service credit, as reflected in the cost study. On or before December 31, 2008, the Participant shall remit said lump sum amount in the form and manner required by paragraphs (9)-(11) below, the Pension Committee Secretary, and GMEBS. The Participant may remit less than the full lump amount necessary to purchase all of the prior service credit which is eligible for purchase, in which case the percentage of service credit awarded will be equal to the percentage of the full amount remitted. If all funds necessary to purchase all prior service credit which is eligible for purchase are not received by GMEBS on or before December 31, 2008, then the Participant will not be permitted to purchase at a later date any prior service credit not previously purchased, unless: 1) the Participant submits a written application to the Pension Committee Secretary for an updated cost study with respect to the purchase of any prior service not previously purchased within a two-month annual window period beginning July 1 and ending August 31; 2) the Participant pays any fees associated with the updated cost study; and 3) full payment for prior service credit not previously purchased is received by GMEBS by the December 31 following the end of said window period and before the Participant's termination of employment.
- (9) **Method of Payment.** To the extent permitted by the Internal Revenue Code and regulations issued thereunder, the lump sum amount referred to in paragraph (8) above may be paid via one or more of the following

sources: (1) a direct trustee-to-trustee transfer from a 401(a) qualified retirement plan, a governmental 457(b) deferred compensation plan or a 403(b) tax sheltered annuity; (2) a qualified rollover from a governmental 457(b) plan, 403(b) tax-sheltered annuity plan, 401(a) qualified plan, 403(a) annuity plan, or a 408(a) or 408(b) individual retirement account or annuity (traditional IRA); or (3) a lump sum contribution of after-tax funds. Participants shall be solely responsible for effecting the payment referred to herein. Participants will not be permitted to purchase credit via payroll deduction.

- (10) **Limitation on Amount of Lump Sum Payment.** If the lump sum amount referred to in paragraph (8) is paid via any method other than as described under paragraph (9)(1) or (9)(2) above, then the Participant shall not be permitted to contribute to the Plan in any calendar year an amount which exceeds any applicable limit specified in Internal Revenue Code Section 415.
- (11) **IRC 415, Other Limitations.** Notwithstanding any other provision of the Adoption Agreement or this Addendum to the contrary, the Plan will not accept and shall return without interest any contribution or portion of a contribution made to purchase service credit if such contribution would result in a violation of the applicable limitations established under Internal Revenue Code Section 415(b), (c), or (n) or any other provision of law or the Plan, or if it is later determined that the Participant's prior service is not eligible for purchase, and any prior service credit attributable to said contribution or portion of a contribution will be forfeited.
- (12) **Return of Contributions.** Contributions made to purchase prior service credit shall be used to fund retirement and death benefits payable under the Plan relating to such credit. Contributions shall not otherwise be refundable to the Participant or any other person, except as otherwise provided in this paragraph (12) or in Section 13.06 or 18.04 of the Master Plan Document (concerning failure to exhaust or termination of the Plan, respectively). Participants (check one):
- ☒ will not be permitted to withdraw contributions made to purchase prior service credit upon termination of employment (Participants must be vested to purchase prior service credit).

- ☐ will not be permitted to withdraw contributions made to purchase prior service credit upon termination of employment, unless they are not vested upon termination (Participants are not required to be vested to purchase prior service credit).
- ☐ will be permitted to withdraw contributions made to purchase service credit upon termination of employment, subject to the provisions of Section 13.03(c) of the Master Plan Document concerning the effect of withdrawal. For purposes of determining the amount of any refund of contributions made to purchase service credit, said contributions shall be credited with interest at [insert rate], subject to any limitations on the crediting of interest in Section 13.03(c) of the Master Plan Document.
- ☐ will be permitted to withdraw contributions made to purchase service credit upon termination of employment, subject to the following conditions for repayment (must describe): _____.

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

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

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

Addendum within [insert time limit] after the application is approved.

- ☐ will be permitted to re-purchase said service credit upon reemployment, subject to the following conditions for repayment (must describe other repayment method):_____.

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

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

The terms of the foregoing Service Credit Purchase Addendum to the Adoption Agreement are approved by the _____ of the City of Gainesville, Georgia this _____ day of _____, 20____.

Attest:

CITY OF GAINESVILLE, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

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

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

**Board of Trustees
Georgia Municipal Employees
Benefit System**

(SEAL)

Secretary

**GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM**

**MASTER DEFINED BENEFIT RETIREMENT PLAN
DOCUMENT**

AMENDED AND RESTATED

AS OF JANUARY 1, 2013

**(WITH AMENDMENTS TAKING EFFECT ON OR BEFORE
JANUARY 1, 2017)**

**Administered by:
Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289**

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MASTER PLAN DOCUMENT

ARTICLE I.

PURPOSE OF PLAN

The Georgia Municipal Employees Retirement System Plan ("Plan") is hereby amended and restated, effective January 1, 2013, except as otherwise provided herein, pursuant to a resolution of the Board of Trustees of the Georgia Municipal Employees Benefit System, adopted June 25, 2018. The Plan is a governmental qualified defined benefit plan under Internal Revenue Code Sections 401(a) and 414(d) and is intended to be adopted by Employers in Georgia.

The Plan is intended to comply with certain provisions of the Pension Protection Act of 2006 ("PPA"); the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART"); the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"); as well as the additional guidance included in the 2012 Cumulative List under Internal Revenue Service ("IRS") Notice 2012-76 to the extent applicable to the Plan. Except as otherwise specifically provided herein, the Plan establishes the rights and obligations with respect to individuals who are Employees on and after such dates, as applicable, and to transactions under the Plan on and after such dates, as applicable. Except as otherwise specifically provided herein, the rights and benefits, if any, of individuals who are not Employees on or after such dates, as applicable, shall be determined in accordance with the terms and provisions of the Plan that were in effect on the date that their employment terminated.

Any Municipal Corporation accepted by the Board as an Adopting Employer may become a party to the Plan as of the first day of any Plan Year, or such other date specified by the Adopting Employer, by delivering to the Administrator an appropriate Ordinance of the Governing Authority adopting the Plan. Any other Employer accepted by the Board as an

Adopting Employer may become a party to the Plan as of the first day of any Plan Year, or such other date specified by the Adopting Employer, by delivering to the Administrator an appropriate resolution or ordinance (as applicable) of the Governing Authority adopting the Plan. With the consent of the Board, such organization shall become an Adopting Employer hereunder, as of the specified date, and shall be subject to the terms and provisions of the Plan as then in effect and thereafter amended.

The Plan document consists of this Master Plan document, the Adoption Agreement, and any Addendum of each Employer and any amendments to the Master Plan, the Adoption Agreement, and any Addendum. The Plan, generally effective as of the date set forth in the Adoption Agreement for each Employer, except as otherwise specifically provided herein, is established for the purpose of providing retirement and other benefits to Participants.

This Plan is intended to be a volume submitter plan, to be used with a completed Adoption Agreement.

ARTICLE II.

DEFINITIONS

This Article covers all generally applicable definitions used in this Plan, except for definitions related to service, which are in Article III. Except as otherwise provided in the Employer's Adoption Agreement or any Addendum, the definition of terms contained in this Article II and Article III shall govern the meaning of such terms used in the Adoption Agreement. When the initial letter of a word or phrase is capitalized herein, the meaning of such word or phrase shall be as follows, unless a different meaning is plainly required by the content:

Section 2.01. **"Accrued Benefit"** shall mean, as of any date, the Normal Retirement benefit payable to a Participant at his Normal Retirement Date computed in accordance with the provisions of Article VI and the Adoption Agreement, based upon the Participant's Total Credited Service and Final Average Earnings (if applicable) as of the date that the Participant's Accrued Benefit is being determined.

Section 2.02. **"Actuarial Equivalent"** shall mean a benefit of approximately equal value when computed on the basis of the actuarial assumptions contained in Article XII.

Section 2.03. **"Actuary"** shall mean an individual, or firm, appointed or approved by the Board of Trustees to perform actuarial calculations necessary in the funding of the Plan.

Section 2.04. **"Addendum"** means any Addendum to an Adoption Agreement submitted to the IRS for review under the pre-approved program and entered into by an Adopting Employer.

Section 2.05. **"Adjustment Date"** means January 1 or such other date in a calendar year on which a Cost of Living Adjustment is applied to a Retired Participant's or Post-Retirement Beneficiary's benefit pursuant to an Adopting Employer's Adoption Agreement or any Addendum thereto.

Section 2.06. **"Administrator"** shall mean the Georgia Municipal Employees Benefit System or its designee.

Section 2.07. **"Adopting Employer"** shall mean an Employer who adopts this Plan through the adoption of the Adoption Agreement.

Section 2.08. **"Adoption Agreement"** shall mean the Adoption Agreement adopted by an Adopting Employer, which Adoption Agreement contains certain terms of the Plan, and

whenever applicable shall include any Addendum amending provisions of the Adoption Agreement.

Section 2.09. **"Applicable Form"** shall mean the appropriate form as designated and furnished by the Administrator to make the election or provide the notice required by the Plan. In those circumstances where a written election or consent is not required by the Plan or the Code, the Administrator may prescribe an oral, electronic, or telephonic form in lieu of or in addition to a written form.

Section 2.10. **"Board of Trustees"** or **"Board"** shall mean the Board of Trustees of the Georgia Municipal Employees Benefit System.

Section 2.11. **"Bona Fide Separation from Service"** shall mean, with respect to a Participant who Terminates employment on or after September 26, 2014, the Participant Terminated Employment with his Adopting Employer without an agreement for re-employment and did not return to service with the Adopting Employer as an Eligible Employee, Ineligible Employee, or independent contractor or in any other capacity, except as described below, for at least six (6) calendar months after the date of said Termination of Employment, provided that the Employer shall be required to provide any information to GMEBS necessary to verify an Employee's Bona Fide Separation from Service. A Bona Fide Separation from Service shall alternatively mean that an Eligible Employee Terminated Employment with the Adopting Employer and returned to service with the Adopting Employer as an elected or appointed member of the Governing Authority, even if such Employee did not incur a six (6) month break in service prior to becoming an elected or appointed member of the Governing Authority.

Section 2.12. **"Child"** or **"Children"** shall mean any natural or adopted child of the Participant or Terminated Vested Participant, as applicable, who is younger than age twenty-two

(22) as of the date of the Participant's or Terminated Vested Participant's death. The term "adopted child" shall include any child who is legally adopted by the Participant and any child who is a member of the Participant's household if placed with the Participant by an authorized placement agency for legal adoption by the Participant. The term "child" does not include a foster child.

Section 2.13. **"Code"** shall mean the Internal Revenue Code of 1986, as applicable to governmental plans, as amended from time to time, and the Internal Revenue Code of 1954, as applicable to governmental plans.

Section 2.14. **"Code Section 415(d) Cost of Living Adjustment"** shall mean the cost of living adjustment prescribed by the Secretary of the Treasury under Code Section 415(d) for any applicable year.

Section 2.15. **"Contract"** shall mean the entire contents of the Ordinance or Resolution adopting this Plan, the Employer's Adoption Agreement and any Addendum thereto, the Master Plan, the GMEBS Trust Agreement, and any amendments made hereafter.

Section 2.16. **"Contributions"** shall mean payments made by Employers (and Employees, if applicable) to GMEBS to provide the benefits specified in the Plan.

Section 2.17. **"Cost of Living Base Figure"** shall mean, with respect to Employers who elect in the Adoption Agreement to provide cost-of-living adjustments in benefits received under the Plan, the Consumer Price Index figure (All Urban Consumers Table – All Items, 1982-1984 Base Period) issued by the Bureau of Labor Statistics of the United States Department of Labor for the month that is 14 months prior to the month of the Adjustment Date used to determine the Current Cost-of-Living Index Figure. However, if a Participant or Beneficiary has been drawing benefits for less than twelve (12) months, the Cost-of-Living Base

Figure shall mean the Consumer Price Index figure (All Urban Consumers Table – All Items, 1982-1984 Base Period) issued by the Bureau of Labor Statistics of the United States Department of Labor for the month that is two (2) months prior to the month when benefit payments commenced.

Section 2.18. "Covered Compensation AIME." shall mean the portion of the Average Indexed Monthly Earnings (A.I.M.E.), annualized, as defined by the December 1977 amendments to the federal Old-Age, Survivors, and Disability Insurance (O.A.S.D.I.), not subject to the fifteen percent (15%) benefit rate as defined in the amendments and as adjusted to the year of termination of employment as provided for in said amendments.

Section 2.19. "Covered Compensation Dynamic Break Point" shall mean, for any calendar year, the average of the maximum amount of earnings for which taxes are payable under the Social Security Act during the period of calendar years: (1) beginning with the later of 1959 or the calendar year thirty-five (35) years before the year for which Social Security Covered Compensation is being computed, and (2) ending with the calendar year preceding the year for which Social Security Compensation is being computed. The amount of Covered Compensation for a Participant shall be determined as of the date of his most recent Termination or his date of death, whichever is applicable.

Section 2.20. "Covered Compensation Table Break Point" shall mean the amount listed in the table below, opposite the year of birth of the Participant:

Year of Birth	Covered Compensation Amount	Year of Birth	Covered Compensation Amount	Year of Birth	Covered Compensation Amount
1903 or earlier	\$4,944	1916	\$6,432	1929	\$6,900
1904	5,160	1917	6,480	1930	6,984
1905	5,352	1918	6,528	1931	7,080
1906	5,520	1919	6,576	1932	7,176

1907	5,652	1920	6,612	1933	7,260
1908	5,784	1921	6,660	1934	7,332
1909	5,892	1922	6,696	1935	7,416
1910	6,000	1923	6,720	1936	7,500
1911	6,084	1924	6,756	1937	7,572
1912	6,168	1925	6,792	1938	7,656
1913	6,240	1926	6,816	1939	7,728
1914	6,312	1927	6,840	1940	7,764
1915	6,372	1928	6,864	1941	7,800
				or later	

Section 2.21. "Current Average Cost-of-Living Index Figure" shall mean, with respect to Employers who elect in the Adoption Agreement to provide cost-of-living adjustments in benefits received under the Plan, the Consumer Price Index figure (All Urban Consumers Table – All Items, 1982-1984 Base Period) that was most recently issued by the Bureau of Labor Statistics of the United States Department of Labor for the month that is two months prior to the month of the Adjustment Date.

Section 2.22. "Default Beneficiary" shall mean, with respect to a Participant who dies prior to July 1, 2015, the person(s) or entity to whom a pre-retirement death benefit is payable in the absence of a beneficiary designation by the Participant or in the event there is no designated Primary or Secondary Pre-Retirement Beneficiary to whom a pre-retirement death benefit is payable, determined in accordance with and subject to Section 8.06.

Section 2.23. "Disability" shall mean, with respect to those Adopting Employers who elect in the Adoption Agreement to provide disability retirement benefits and unless otherwise provided in an Addendum to the Adoption Agreement, the following:

(a) A physical or mental disability of a Participant who because of such disability becomes entitled to receive disability insurance benefits under the Federal Social Security Act, as amended, provided that the following conditions are satisfied:

(1) Such disability commenced on a specified date during the period of the Participant's employment with the Adopting Employer, as evidenced by a Social Security Administration (SSA) disability award submitted with the Participant's disability retirement application, reflecting a disability onset date on or before the Participant's Termination date; provided, however, that in the event a Participant has filed more than one disability application with the SSA and the SSA disability award reflects a disability onset date after the Participant's Termination date, and where due to SSA administrative res judicata rules the disability onset date reflected in the SSA disability award immediately follows the date that a prior SSA disability award was denied, then the Administrator may consider other documents submitted with the Participant's application for a SSA disability award to determine the disability onset date if the Participant provides such documents to the Administrator and the Administrator deems such documents sufficient to establish that the disability onset date is on or before the Participant's Termination date;

(2) In no event will the disability onset date be earlier than the latest disability onset date alleged by the Participant in his SSA disability application(s); and

(3) The Participant's disability was not intentionally self-inflicted, incurred in the commission of a felonious enterprise, or the result of the abuse or illegal use of narcotics or drugs; or

(b) A Participant who is not disabled in accordance with the definition under subsection (a) above solely because he lacks the quarters of Social Security coverage required under the Federal Social Security Act, as amended, shall qualify for Disability if the Pension Committee determines that the Participant is permanently disabled on the basis of a certificate

signed by at least two (2) physicians, (one physician selected and paid by the disabled Participant and one selected and paid by the Employer) stating that:

(1) The Participant is permanently disabled as defined in Internal Revenue Code Section 72(m); and

(2) Such disability commenced on a specified date during the period of the Participant's employment with the Adopting Employer; and

(3) Such disability was not intentionally self-inflicted, incurred in the commission of a felonious enterprise, or the result of the abuse or illegal use of narcotics or drugs.

(c) Neither the Adopting Employer nor the Administrator is required to independently investigate or confirm the cause(es) of a Participant's disability.

Section 2.24. "Disability Retirement Date" shall mean, with respect to those Adopting Employers who elect to provide Disability retirement benefits in the Adoption Agreement and with respect to Participants who Terminate Employment due to Disability on or after January 1, 2014, the first day of the first calendar month coinciding with or next following: (a) the date on which a Participant becomes entitled to receive a monthly disability insurance benefit under the Federal Social Security Act, as amended; (b) the date on which the Participant's Disability is determined by the Pension Committee to have commenced, in the case of Disability determinations made by the Pension Committee pursuant to Section 2.23(b); or (c) the date determined in accordance with the provisions of an Employer's General Addendum, as applicable. However, in no event will the Disability Retirement Date be earlier than the first day of the calendar month coinciding with or next following the date of the Participant's Termination of Employment as a result of Disability. Unless otherwise specified in an Employer's Addendum to the Adoption Agreement, with respect to Participants who Terminate Employment due to Disability on or after January 1, 2013 but prior to January 1, 2014, Disability Retirement Date shall be determined as follows: the first day of the first calendar month in which: (a) a Participant becomes entitled to receive a disability insurance benefit under the Federal Social Security Act, as amended; or (b) the Participant's Disability is determined by the Pension Committee to have commenced, in the case of Disability determinations made by the Pension Committee pursuant to Section 2.23(b), as applicable. However, in no event will the Disability Retirement Date be earlier than one (1) calendar month following the date of the Participant's Termination of Employment as a result of Disability.

Section 2.25. "Early Retirement Date" shall mean the first day of the month coinciding with or next following the day a Participant qualifies for Early Retirement as specified in the Adoption Agreement, as of which the Participant actually Retires.

Section 2.26. "Earnings" shall mean with respect to Participants who Terminate Employment on or after July 1, 2014, unless otherwise specified by the Employer in an Addendum to the Adoption Agreement, the total gross earnings paid to a Participant by the Employer, as reflected in the Employer's payroll records and shall include salary, wages, bonuses, overtime, and compensation for unused sick, vacation, paid-time-off, personal, or any other paid leave. Earnings shall not be reduced for compensation deferred pursuant to Code Sections 401(k), 403(b) or 457, compensation redirected pursuant to Code Section 125 or 132(f)(4), or contributions picked-up under Code Section 414(h) during the Plan Year. Unless otherwise specified in an Addendum to the Adoption Agreement, Earnings shall not include perquisites or allowances for a car or house rent, or compensation for severance pay. With respect to Participants who Terminate Employment on or after January 1, 2013 and prior to July 1, 2014, "Earnings" shall mean the total taxable compensation paid to a Participant by the Employer as reflected in the Employer's W-2 payroll records, and shall include compensation deferred pursuant to Code Sections 401(k), 403(b) or 457, compensation redirected pursuant to Code Section 125 or 132(f)(4), and contributions picked-up under Code Section 414(h) during the Plan Year.

The annual earnings of a Participant for any year taken into account under the Plan for any Plan Year beginning prior to January 1, 1994, shall not exceed Two Hundred Thousand Dollars (\$200,000) (as increased by the Cost of Living Adjustment for the year pursuant to Code Section 401(a)(17)), or for any Plan Year beginning on or after January 1, 1994, shall not exceed

One Hundred Fifty Thousand Dollars (\$150,000) (as increased by the Cost of Living Adjustment for the year, pursuant to Code Section 401(a)(17)(B)). For any Plan Year beginning after December 31, 2001, the annual earnings of a Participant for any year taken into account under the Plan shall not exceed Two Hundred Thousand Dollars (\$200,000) (as increased by the Cost of Living Adjustment for the year, pursuant to Code Section 401(a)(17)(B)). Notwithstanding the provisions of this paragraph, in determining benefit accruals in Plan Years beginning after December 31, 2001, the limit hereunder for determination periods beginning before January 1, 2002, shall be Two Hundred Thousand Dollars (\$200,000).

Annual earnings means Earnings during the Plan Year or such other consecutive twelve (12) month period over which Earnings are otherwise determined under the Plan (the determination period). The Cost of Living Adjustment for a calendar year applies to annual earnings for the determination period that begins with or within such a calendar year. If a short Plan Year occurs, the annual earnings limit is an amount equal to the otherwise applicable annual earnings limit multiplied by a fraction, the numerator of which is the number of months in the short Plan Year, and the denominator of which is twelve (12).

Section 2.27. **"Effective Date"** shall mean the original effective date of the Adopting Employer's GMEBS-administered defined benefit plan as specified in the Adoption Agreement.

Section 2.28. **"Eligible Employee"** shall mean any Employee who is designated as an Eligible Employee in the Adoption Agreement and who satisfies any eligibility conditions applicable to the class of Eligible Employees to which he belongs.

Section 2.29. **"Eligible Regular Employee"** shall mean any Regular Employee who satisfies the minimum hour and other eligibility conditions applicable to Regular Employees in the Employer's Adoption Agreement.

Section 2.30. **"Employee"** shall mean any person who is regularly employed in the services of the Employer as an employee and shall include elected or appointed members of the Governing Authority and Municipal Legal Officers if they are included as Eligible Employees in the Adoption Agreement. However, notwithstanding any other provision of the Plan to the contrary, the term "Employee" does not include: (a) an individual who is a nonresident alien and who receives no earned income (within the meaning of Code Section 911(d)(2)) from an Employer which constitutes income from sources within the United States within the meaning of Code Section 861(a)(3); (b) a leased employee; or (c) any person treated in good faith by an Employer as an independent contractor, regardless of whether such person is later determined to be a common law employee for tax purposes.

Section 2.31. **"Employer"** shall mean an Employer as defined in O.C.G.A. § 47-5-2(9) (a copy of which is included in the Appendix hereto). No employer which is not permitted to participate in a qualified governmental pension plan as defined in Code Section 401(a) and 414(d) shall be permitted to participate in this Plan.

Section 2.32. **"Enrollment Date"** shall mean the date that an Eligible Employee first becomes a Participant under this Plan.

Section 2.33. **"FMLA"** shall mean the Family and Medical Leave Act of 1993, as amended from time to time.

Section 2.34. **"Firefighter"** shall mean an Eligible Regular Employee of the Adopting Employer who is either certified as a firefighter pursuant to O.C.G.A. § 25-4-1 et seq. (a copy of which is included in the Appendix hereto) or who would otherwise be required to be certified as a firefighter but who is exempt pursuant to O.C.G.A. § 25-4-12 (a copy of which is included in the Appendix hereto).

Section 2.35. "Final Average Earnings" shall mean, unless otherwise elected in an Addendum to the Adoption Agreement, the arithmetic monthly average of the Earnings paid to a Participant by the Adopting Employer for a specified number of consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by twelve (12). In computing Final Average Earnings for a Participant who Terminated Employment on or after July 1, 2014, Earnings shall include, if applicable and authorized by the Adopting Employer in an Addendum to the Adoption Agreement, severance payments made prior to, on or after the Participant's Termination Date. For a Participant who Terminated Employment on or after January 1, 2013 and prior to July 1, 2014, unless otherwise specified in an Addendum to the Adoption Agreement, Earnings shall include severance payments made prior to a Participant's Termination Date. The number of months to be used in determining Final Average Earnings shall be designated by the Adopting Employer in the Adoption Agreement or an Addendum thereto. The Administrator shall prescribe a formula for the determination of Final Average Earnings. Calculation of Final Average Earnings shall be subject to the following:

(a) If a Participant terminates employment or is on an unpaid leave of absence and later returns to employment with the Employer, the period(s) prior to and following such absence from employment shall be considered consecutive.

(b) If a Participant has not completed the number of consecutive months of Credited Service necessary to compute Final Average Earnings under this Section as of the date of such Participant's most recent Termination preceding Retirement, then Final Average Earnings shall be determined by dividing total Earnings for the Participant's entire period of Credited Service by such Participant's total number of months of Credited Service and multiplying the quotient by

twelve (12). In computing the number of months of Credited Service for this purpose, incomplete months of Credited Service shall be converted to fractional equivalents of months and included in the computation.

Section 2.36. **"Governing Authority"** shall mean the entity named in the Adoption Agreement which is authorized to act for the Adopting Employer.

Section 2.37. **"In-Service Distribution"** shall mean commencement of benefits to a Participant who has satisfied the requirements for Retirement prior to the Participant's Termination of Employment or continuation of benefits to a Retired Participant who returns to service without first completing a Bona Fide Separation from Service.

Section 2.38. **"Ineligible Employee"** shall mean an Employee of the Adopting Employer who is not an Eligible Employee.

Section 2.39. **"Interest"** shall mean a pro rata share of any and all interest, dividends, and capital gains or losses earned on the invested or reinvested funds of the GMEBS Investment Fund.

Section 2.40. **"Investment Fund"** or **"GMEBS Retirement Trust Fund"** shall mean the total amounts of all Contributions plus Interest, invested or uninvested, held by the Board of Trustees in the GMEBS Retirement Trust Fund for all GMEBS Employers and their Employees where applicable.

Section 2.41. **"Late Retirement Date"** shall mean the first day of the month coinciding with or next following the day the Participant qualifies for Late Retirement, as specified in Section 6.03, as of which the Participant actually retires. The Plan shall not provide for a maximum retirement age.

Section 2.42. "Military Service" shall mean, unless otherwise specified in the Adoption Agreement, service performed while on active duty in the Armed Forces of the United States if the Participant was granted an honorable discharge. Except as otherwise required by federal or state law, Military Service shall not include service which is credited toward retirement under any other local, state, or federal retirement or pension plan.

Section 2.43. "Monthly Retirement Benefit" shall mean the monthly benefit as provided in Article VI or any optional benefit payable in lieu thereof as provided in Article VII.

Section 2.44. "Municipal Legal Officer" shall mean, with respect to those Employers who elect to include municipal legal officers as Eligible Employees, only those municipal legal officers specifically designated in the Adoption Agreement for inclusion as Eligible Employees, provided that such officer otherwise meets the Master Plan's definition of Employee.

Section 2.45. "Normal Retirement Date" or "Alternative Normal Retirement Date" shall mean the first day of the month coinciding with or next following the date the Participant qualifies for Normal Retirement as specified in the Employer's Adoption Agreement. An Employer may also establish alternative Normal Retirement qualifications in the Adoption Agreement. In such case, the Participant's Alternative Normal Retirement Date shall mean the first day of the month coinciding with or next following the date the Participant meets the alternative Normal Retirement qualifications.

Section 2.46. "Participant" or "Participating Employee" shall mean any Eligible Employee who is or may become eligible to receive a benefit of any type from the Plan and who has commenced participation in the Plan under Article IV.

Section 2.47. **"Pension Committee"** shall mean the committee named in the Adoption Agreement to represent the Adopting Employer in the administration of the Plan.

Section 2.48. **"Plan"** shall mean the provisions of this Master Plan document, along with the Employer's Adoption Agreement (including any Addendum to the Adoption Agreement, if applicable), setting forth the Employees to be covered, the benefits to be provided, and the conditions of retirement, and all amendments thereto which may hereafter be made.

Section 2.49. **"Plan Representative"** shall mean the Plan Representative designated in the Employer's Adoption Agreement. The Plan Representative must have full authority to represent the Governing Authority in all communications with GMEBS and the Adopting Employer's Employees. The Pension Committee Secretary may serve as the Plan Representative.

Section 2.50. **"Plan Year"** shall mean a twelve (12) consecutive month period specified as such in the Adoption Agreement.

Section 2.51. **"Police Officer"** shall mean an Eligible Regular Employee employed by the Adopting Employer's Police Department who is either certified or registered as a peace officer pursuant to O.C.G.A. § 35-8-1 et seq. (a copy of which is included in the Appendix hereto).

Section 2.52. **"Post-Retirement Beneficiary"** shall mean the person designated by the Participant, in writing and on the Applicable Form, to receive a post-retirement survivor benefit in accordance with and subject to the provisions of Article VII and Section 8.12.

Section 2.53. **"Practitioner"** means the Georgia Municipal Association, Inc. who is the volume submitter practitioner sponsoring the Plan on behalf of GMEBS.

Section 2.54. **"Primary Pre-Retirement Beneficiary"** shall mean the person designated by the Participant, in writing and on an Applicable Form, to receive a pre-retirement death benefit, in accordance with and subject to the provisions of Article VIII.

Section 2.55. **"Regular Employee"** shall mean any Employee, other than an elected or appointed member of the Governing Authority or Municipal Legal Officer, who is regularly employed in the services of the Adopting Employer.

Section 2.56. **"Resolution"** shall mean a resolution duly adopted by an Employer.

Section 2.57. **"Retired Participant"** shall mean any Participant who has Terminated Employment with the Employer and who is receiving a benefit provided under the Plan.

Section 2.58. **"Retirement"** or **"Retires"** shall mean withdrawal from Service with a retirement allowance granted under the provisions of the Plan.

Section 2.59. **"Retirement System," "System," or "GMEBS"** shall mean the Georgia Municipal Employees Benefit System created by O.C.G.A. Section 47-5-1 et seq. (a copy of which is included in the Appendix hereto).

Section 2.60. **"Secondary Pre-Retirement Beneficiary"** shall mean the person designated by the Participant, in writing and on the Applicable Form, to receive a pre-retirement death benefit in the event the Primary Pre-Retirement Beneficiary does not survive the Participant, in accordance with and subject to the provisions of Article VIII.

Section 2.61. **"Section"** shall mean, when not preceded by the word Code or ERISA, a section of the Master Plan document.

Section 2.62. **"Spouse"** shall mean, notwithstanding any other provision in an Adopting Employer's Adoption Agreement or Addendum to the contrary, (i) effective on or after September 16, 2013, to the extent required by federal law, and (ii) effective on or after

September 26, 2014, for all purposes, a person who, as of the date of the Participant's, Retired Participant's or Terminated Vested Participant's death, as applicable, is lawfully joined with the Participant or Terminated Vested Participant in a marriage which is recognized under the laws of any state or foreign jurisdiction, whether opposite-sex or same-sex and regardless of whether or not the spouse resides in the state or foreign jurisdiction in which such marriage occurred. Prior to September 26, 2014, except as otherwise required by federal law, a Spouse shall mean a person who, as of the date of the Participant's or Terminated Vested Participant's death, as applicable, is lawfully joined with the Participant or Terminated Vested Participant in a marriage which is recognized under the laws of the State of Georgia. Sufficient documentation of marriage shall be provided to GMEBS upon request.

Section 2.63. "Terminated Vested Participant" shall mean any Participant who has Terminated Employment with the Adopting Employer and who has a Vested Benefit under any provision of the Adopting Employer's Plan but is not yet a Retired Participant.

Section 2.64. "Termination," "Terminate Employment," "Termination of Employment," or "Terminated" shall mean a severance of employment with the Employer, including Retirement, resignation or discharge, lapse of recall rights after layoff, death, or vacation of office by a Regular Employee, an elected or appointed member of the Governing Authority or a Municipal Legal Officer. Provided, however, that Termination shall not include: (i) absence from active employment which is not treated by the Adopting Employer as a Termination of Employment; (ii) absence due to military service to the extent required under USERRA and Code Section 414(u)(8)(A), (iii) absence due to leave which qualifies as family or medical leave under the FMLA, to the extent required under the FMLA; or (iv) absence due to an authorized leave of absence for any reason if approved by the Adopting Employer. Unless

otherwise required by law or unless the terms of the leave otherwise specify, if an Employee on an authorized leave of absence fails to return to active employment upon expiration of the leave of absence, the Employee will be considered terminated as of the date immediately preceding the approved leave period.

Section 2.65. **"Trust Fund"** mean the total amounts, invested or uninvested, held at any time by the Board in trust for the Employer under the GMEBS Trust Agreement.

Section 2.66. **"Vested," "Vesting," "Vested Right," or "Vested Benefit"** shall mean the rights of a Terminated Vested Participant as specified in Article IX.

ARTICLE III.

SERVICE

Section 3.01. **"Current Credited Service"** shall mean the number of years and complete months of Service of a Participant with the Adopting Employer from his Enrollment Date to his Termination, which are credited as Current Credited Service for purposes of meeting the Plan's requirements for vesting, retirement and death benefit eligibility, and/or for purposes of computing the amount of benefits payable under the Plan, determined in accordance with and subject to any limitations established in the Master Plan and the Employer's Adoption Agreement. Current Credited Service shall include unused paid time off which the Employer elects to treat as Current Credited Service for a Terminated Vested Participant for certain purposes, as provided and subject to any limitations contained in the Adoption Agreement; provided, however, that leave conversions will be permitted only if (i) the leave is for unused accrued paid time off for vacation and/or sick leave or for comparable paid-time-off under an established leave policy without regard to whether the leave is due to illness or incapacity, (ii) the leave policy qualifies as a bona fide sick and/or vacation leave plan for purposes of Code Section 409A and Treasury Regulation § 1.409A-1(a)(5), (iii) the Plan provides for service credit for an Employee's unused

paid time off, provided that the eligibility requirements for participation in the Plan do not permit an Employee to become a Participant only in the Plan Year in which the Employee terminates employment, (iv) the conversion is automatic, the employee has no right to request a cash payment for the leave, and no such payment is made, (v) the unused paid time off is converted to service credit under a formula specified in the Adoption Agreement and which satisfies the definitely determinable standard of Treasury Regulation § 1.401-1(b)(1)(i), (vi) the Adopting Employer's Plan otherwise provides for service credit unrelated to the conversion of any Employee's unused paid time off, and (vii) the Participant's annual benefit, as adjusted by the leave conversion, does not exceed the limit under Code Section 415(b).

Section 3.02. "USERRA Military Service Credit."

(a) USERRA Military Service Credit. Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with Code Section 414(u). Code Section 414(u) provides that: (i) individuals reemployed under the Uniform Services Employment and Reemployment Rights Act of 1994 ("USERRA") must be treated as not having incurred a break in Service because of qualified military service, (ii) periods of qualified military service must be counted for vesting and benefit accrual purposes, except that periods of qualified military service must not be counted for benefit accrual purposes where the individual would have been required to make Employee Contributions under the Adopting Employer's Plan if he or she had remained continuously employed by the Adopting Employer during said period of qualified military service and the individual fails to make-up said Employee Contributions as provided herein, (iii) make-up of Employee Contributions up to the maximum the individual would have been required to make if continuously employed must be allowed, in one lump sum payment or in

installments, during the period beginning on reemployment and lasting for the lesser of three (3) times the period of qualified military service or five (5) years, (iv) any Employer Contributions contingent on make-up Employee Contributions must be made by the Employer, if and to the extent the individual contributes his or her make-up Employee Contributions as provided herein, (v) earnings are not required to be credited unless and until the Employee contributes make-up contributions, (vi) make-up Contributions are based on compensation the individual would have received during the period of qualified military service (if not reasonably certain, compensation for the 12 month period (or, if shorter, the period of employment) immediately preceding qualified military service can be used), and (vii) make-up Contributions are subject to the limitations of Code Sections 402(g), 415, and 404(a) for the year to which the contribution relates, not the year in which the contribution is made.

(b) Ordered Military Leave under Georgia Law. To the extent not provided under subsection (a), the Plan will grant Credited Service for a period of "ordered" military service in accordance with and subject to the requirements of O.C.G.A. § 38-2-279(f) (a copy of which is included in the Appendix hereto) to a Participant who was an Eligible Employee when such ordered military service commenced, if and to the extent that the Participant (or in case of the Participant's death during the period of military service, the Participant's Pre-Retirement Beneficiary or the legal representative of the Participant's estate) makes up any required Employee Contributions as provided herein. To obtain Credited Service for the period of ordered military service, the Participant must make-up the required Employee Contributions in one lump sum payment or in installments during a period that begins upon commencement of such ordered military service and ends no later than five (5) years after the period of military service ends. If the Participant dies during the period of military service, the Participant's Pre-

Retirement Beneficiary or the legal representative of the Participant's estate must make up the required Employee Contributions no later than one (1) year following proof of the Participant's death. The amount of Employee Contributions required to be made to receive Credited Service for a period of military service shall be determined in the same manner as provided under USERRA and HEART and subsection (a) above.

(c) Effective with respect to deaths occurring on or after January 1, 2007, while a Participant is performing qualified military service (as defined in chapter 43 of title 38, United States Code), to the extent required by Code Section 401(a)(37), survivors of the Participant are entitled to any additional benefits that the Plan would provide if the Participant had resumed employment and then died, such as accelerated vesting or survivor benefits that are contingent on the Participant's death while employed. In any event, a deceased Participant's period of qualified military service must be counted for vesting purposes.

(d) Beginning January 1, 2009, to the extent required by Code Sections 3401(h) and 414(u)(2), an individual receiving differential wage payments (while the individual is performing qualified military service (as defined in chapter 43 of title 38, United States Code)) from an Employer shall be treated as employed by that Employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Code Section 415(c). This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

(e) Effective with respect to deaths occurring on or after January 1, 2009, while a Participant is performing qualified military service (as defined in chapter 43 of title 38, United States Code), to the extent permitted by Code Section 414(u)(8), for benefit accrual and vesting purposes, the Participant will be treated as having returned to employment on the day before the

death and as having terminated on the date of death. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Section 3.03. **"Credited Past Service"** shall mean the number of years and complete months of Service of a Participant with the Adopting Employer prior to his Enrollment Date which are treated as Credited Past Service under the Employer's Adoption Agreement for purposes of meeting the Plan's requirements for participation, vesting, retirement and death benefit eligibility, and/or or for purposes of computing the amount of benefits payable under the Plan, subject to any limitations established in the Master Plan or the Adoption Agreement.

Section 3.04. **"Prior Governmental Service"** shall mean government service preceding the Eligible Employee's employment or reemployment date with the Adopting Employer, usually for an entity other than the Adopting Employer, which the Employer elects to treat as Credited Service for certain purposes, as provided and subject to any limitations contained in the Adoption Agreement

Section 3.05. **"Prior Military Service"** shall mean Military Service not covered by Section 3.02 which the Employer elects to treat as Credited Service for certain purposes, as provided and subject to any limitations contained in the Adoption Agreement.

Section 3.06. **"Service"** shall mean regular service rendered as an Eligible Employee of the Adopting Employer. Service may include absence from active employment with the Adopting Employer under conditions which are not treated by the Employer as a Termination of Employment, subject to Article IV concerning leaves of absence and any other conditions or limitations specified in the Master Plan and Adoption Agreement. For those Employers who elect in the Adoption Agreement to include elected or appointed members of the Governing Authority or Municipal Legal Officers as Eligible Employees, Service also means any tenure of

office held by an elected or appointed member of the Governing Authority or a Municipal Legal Officer, provided that such tenure of office does not include any calendar period during which any elected or appointed member of the Governing Authority or Municipal Legal Officer is also in the regular service of the Employer as an Eligible Employee in another capacity. No Participant may receive credit for more than one (1) year of Service in any twelve (12) month period.

Section 3.07. **"Total Credited Service"** shall mean the sum of the Participant's Current Credited Service, Credited Past Service, Prior Military Service, and Prior Governmental Service, as specified in this Article and covered per the Employer's Adoption Agreement, subject to any limitations imposed under the Master Plan or the Employer's Adoption Agreement. The term Total Credited Service includes any Service required to be included in Total Credited Service by USERRA, or any other applicable federal or state law. Full months of Total Credited Service shall be treated as fractions of one (1) year. Partial months shall not be included in the calculation. The Employer may specify in the Adoption Agreement a maximum number of years that may be included as Total Credited Service. If an Employer elects in its Adoption Agreement to require Employee Contributions, Total Credited Service shall not include any period of time for which the Employee is required but fails to make such Employee Contributions to the Plan. If a Participant has received a cash single sum payment of the present value of his Plan benefit pursuant to Section 7.05 of the Master Plan upon or following termination with an Adopting Employer and subsequently returns to Service with such Adopting Employer, the Participant's prior Credited Service with the Adopting Employer for which the cash single sum payment was paid shall be counted for purposes of meeting the Plan's

requirements for participation, vesting, and retirement and death benefit eligibility but shall not be counted as Credited Service for purposes of benefit computation.

An Employee excluded from participation because of age shall receive credit for all Service as required by law.

ARTICLE IV.

ELIGIBILITY, QUALIFICATION AND PARTICIPATION

Section 4.01. Classes of Eligible Employees. The Employer shall designate in the Adoption Agreement the class(es) of Employees which are eligible to participate in the Plan. Provided, however, that if a person does not meet the definition of "Employee" contained in Article II, he or she may not be included in any Eligible Employee class.

Section 4.02. Qualifications for Participation.

(a) **Minimum Service Requirement.** With respect to each class of Eligible Regular Employees, the Employer may specify in the Adoption Agreement a minimum number of work hours per week and/or a minimum number of work months per year which are required to be scheduled in order to establish and maintain the Employee's status as an Eligible Regular Employee. It shall be the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied. In determining whether said requirements are satisfied, the following rules shall apply:

(1) If an Employee is otherwise includable in an Eligible Regular Employee class, but he does not meet the minimum service requirements established by the Employer for said class pursuant to subsection (a) above, he or she shall not be considered an Eligible Employee, unless and until he satisfies such requirements. If an Eligible Regular Employee who has not yet become a Participant no longer meets said minimum service requirement, but he remains an Employee of the Employer, he or she

shall no longer be considered an Eligible Regular Employee, unless and until he again satisfies the minimum requirement.

(2) No period of employment during which an Employee fails to satisfy the Employer's minimum service requirement and no leave of absence granted to such Employee shall be counted in determining whether any waiting period for participation established by the Employer pursuant to subsection (b) below has been satisfied. However, provided the Employee remains continuously employed by the Employer, such periods shall not be considered a break in Service under subsection (c)(1) below for purposes of satisfying said waiting period.

(b) Waiting Period. Effective January 1, 2015 with respect to Eligible Regular Employees in service with the Adopting Employer on or after said date, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, effective January 1, 2015, 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. Notwithstanding subsection 20.01(f) of the Master Plan, in the event that an Adopting Employer has specified in an Addendum to the Adoption Agreement in effect immediately prior to January 1, 2015 that any class or classes of Eligible Employees shall be subject to a waiting period before participating in the Plan, such provision shall no longer be effective on or after January 1, 2015.

(c) Prior to January 1, 2015, unless otherwise specified by the Adopting Employer in an Addendum to the Adoption Agreement, Eligible Regular Employees were required to complete one (1) year of continuous, uninterrupted service with the Adopting Employer in order

to commence participation in the Plan. In determining whether an applicable waiting period was satisfied, the following rules shall apply:

(1) Breaks in Service. If an Eligible Regular Employee has a break in service prior to satisfying the waiting period for participation and later becomes reemployed by the Adopting Employer, he shall be required to again satisfy the waiting period in order to be eligible to participate in the Plan. Service rendered prior to said break in service shall not be taken into account in determining whether the waiting period has been satisfied.

(2) Employed on Effective Date; Waiting Period Satisfied. If an Eligible Regular Employee is employed by the Adopting Employer on the Effective Date of the Plan and he has completed a period of continuous, uninterrupted service as an Eligible Employee immediately prior to the Effective Date equal to or exceeding the length of the required waiting period, then he shall be considered to have satisfied the waiting period and he shall be eligible to commence participation in the Plan on the first day of the month immediately following or coinciding with the Effective Date of the Plan.

(3) Employed on Effective Date; Waiting Period Not Satisfied. If an Eligible Regular Employee is employed by the Adopting Employer on the Effective Date of the Plan, but he has not completed a period of continuous, uninterrupted service as an Eligible Regular Employee immediately prior to the Effective Date equal to or exceeding the length of the required waiting period, then he shall be eligible to commence participation in the Plan on the first day of the month immediately following or coinciding with the date that he completes the minimum period of continuous,

uninterrupted service as an Eligible Regular Employee necessary to satisfy the required waiting period.

(4) Employed After the Effective Date. If an Eligible Regular Employee is initially employed by the Adopting Employer after the Effective Date of the Plan, he shall be eligible to commence participation in the Plan on the first day of the month immediately following or coinciding with the date that he completes the minimum period of continuous, uninterrupted service as an Eligible Regular Employee necessary to satisfy the required waiting period.

(5) Treatment of Leaves of Absence. For purposes of determining whether the waiting period for participation has been satisfied, service shall include any period of absence from employment which is required to be taken into account for such purpose under USERRA, the FMLA, or any other applicable federal or state law. Unless otherwise required by law or unless the terms of the leave otherwise specify, an authorized leave of absence granted to an Eligible Regular Employee by the Adopting Employer shall be counted as Credited Service for purposes of determining whether the waiting period for participation has been satisfied. However, unless otherwise required by law or unless the terms of the leave otherwise specify, if an Eligible Regular Employee on an authorized leave of absence fails to return to active employment or office upon expiration of the leave of absence, the Eligible Regular Employee shall be considered to have incurred a break in service for purposes of meeting the waiting period for participation as of the date preceding the approved leave period.

(6) Treatment of Service as an Ineligible Employee. If an Employee of the Adopting Employer who is not an Eligible Employee becomes an Eligible Regular

Employee while remaining continuously employed by the Adopting Employer, said Eligible Employee shall become eligible to commence participation on the first day of the month immediately following or coinciding with the date he meets the eligibility requirements for participation under this Article. For purposes of satisfying any waiting period imposed by the Adopting Employer, and unless otherwise specified in the Adoption Agreement, the Eligible Regular Employee's prior period of employment as an Ineligible Employee shall be credited in the same manner as service as an Eligible Regular Employee provided that during said prior period of service as an Ineligible Employee, he satisfied any minimum service requirement established by the Employer pursuant to Section 4.02(a). Unless otherwise specified in the Adoption Agreement, if an Eligible Regular Employee becomes an Ineligible Employee prior to satisfying the waiting period for participation in the Plan, his service as an Ineligible Employee shall be credited in the same manner as service as an Eligible Regular Employee for purposes of satisfying said waiting period, provided that the Ineligible Employee satisfies the applicable minimum service requirements established for Eligible Employees pursuant to Section 4.02(a). However, in no event will an Ineligible Employee be permitted to become a Participant in the Plan unless and until he has satisfied the waiting period and has again become an Eligible Employee. For purposes of satisfying the waiting period, leaves of absence granted to an Ineligible Employee shall be treated in the same manner as leaves of absence for Eligible Regular Employees under paragraph (5) above.

(7) Prior Participation in Another GMEBS Plan. An Eligible Regular Employee who is hired after the Effective Date of the Plan shall be eligible to become a Participant on the first day of the month immediately following or coinciding with the

date on which he is employed by the Adopting Employer, regardless of any waiting period requirement established by the Employer, provided that: (i) his immediate prior employment was with another Adopting Employer in the GMEBS; (ii) he was a Participant in the previous Adopting Employer's GMEBS retirement plan; and (iii) he satisfies any minimum service requirement established by the Adopting Employer pursuant to Section 4.02(a) for his class.

Section 4.03. Establishing Participation in the Plan.

(a) Mandatory vs. Optional Participation. Participation in the Plan shall be considered mandatory for all classes of Eligible Employees unless, with respect to a particular class, the Employer specifies in the Adoption Agreement that participation is optional for members of said class.

(b) Mandatory Participation. Effective with respect to Eligible Employees initially employed or reemployed on or after January 1, 2015, if participation is mandatory for a class of Eligible Employees, then, except as otherwise provided in subsection (e) below, all Eligible Employees in the class shall become Participants in the Plan as of the date they are employed, provided that they satisfy the Adopting Employer's eligibility requirements for participation. With respect to Eligible Employees initially employed or reemployed prior to January 1, 2015, if participation is mandatory for a class of Eligible Employees, then except as provided in subsection (e) below, all Eligible Employees in the class shall become Participants in the Plan on the first day of the month immediately following or coinciding with the date they satisfy the applicable waiting period and any other eligibility requirements for participation; provided, however, that any Eligible Employee who was employed prior to January 1, 2015, was subject to a waiting period before participating in the Plan, and had not satisfied such waiting period prior

to January 1, 2015 shall commence participation in the Plan effective January 1, 2015. Eligible Employees shall provide to the Pension Committee on an Applicable Form such participation enrollment information as shall be required by the Pension Committee, which shall include the Eligible Employee's acceptance of the terms and conditions of the Plan. Notwithstanding an Eligible Employee's failure to complete the Applicable Form, the Eligible Employee shall become a Participant as specified in the Adoption Agreement.

(c) Optional Participation. The Employer may specify in the Adoption Agreement that participation is optional for certain classes of Eligible Employees, including but not limited to Employees in the following categories: elected or appointed members of the Governing Authority, Municipal Legal Officers, City Manager, and Department Heads. If participation is optional for an Eligible Employee, then the Eligible Employee may elect to become a Participant at his option by filing with the Pension Committee, on an Applicable Form, such information as shall be required to enroll in the Plan, which shall include the Eligible Employee's acceptance of the terms and conditions of the Plan. The election to participate must be made within 120 days after the later of: the date the Eligible Employee commences employment with the Adopting Employer, the date the Eligible Employee is elected or appointed to office, or the date participation in the Plan is first permitted for members of a class to which he belongs. The election to participate shall be irrevocable, and the failure to make an election within the 120-day time limit specified above shall be deemed an irrevocable election not to participate in the Plan. If Employee contributions are required under the Adopting Employer's Plan, then Eligible Employees who apply for participation within the 120 day period may be required to make retroactive contributions in order to receive credit under the Plan for creditable Service prior the date they apply to participate in the Plan.

(d) Participation in the Plan shall not give any Eligible Employee the right to be retained in the employ of the Adopting Employer nor, upon dismissal, to have any right or interest in the Trust Fund other than as herein provided.

(e) Notwithstanding anything in this Section 4.03 to the contrary, effective for Employees initially employed or reemployed by an Adopting Employer on or after January 1, 2014, if within 120 days following the date on which an Employee is first employed or first takes office with an Adopting Employer, the Employee enters into a written agreement or employment contract with the Adopting Employer pursuant to which the Employee agrees that the Employee will not participate in the Plan, the Employee shall be ineligible to participate in the Plan regardless of whether the Employee otherwise satisfies the eligibility requirements for participation in the Plan. The Employer shall notify the Administrator if and when an Employee has entered into such an agreement with the Employer and provide such information to the Administrator as necessary to confirm the existence of said agreement. A subsequent change in the terms of said agreement will not make the Employee eligible to participate in the Plan unless the Adopting Employer amends its Adoption Agreement to specifically require participation by said Employee.

Section 4.04. Change in Employment Status.

(a) Transfer to Ineligible Status. Unless otherwise specified by the Employer in the Adoption Agreement, if a Participant's employment status changes such that he becomes an Ineligible Employee, he shall cease to accrue benefits under the Plan for any purpose and his interest under the Plan, if any, shall be only such as existed immediately before he became an Ineligible Employee, unless and until he again becomes a Participant. In no event will his service or earnings as an Ineligible Employee be taken into account for purposes of meeting the

Plan's minimum service requirements for vesting, retirement eligibility, death benefit eligibility, or for purposes of computing the amount of any benefit payable under the Plan. However, said period of service as an Ineligible Employee shall not be considered a break in Service under Section 4.06, provided the Ineligible Employee remains continuously employed by the Adopting Employer. If the Ineligible Employee does not again become a Participant prior to Retirement or Termination of Employment, his Vested Benefit, if any, shall be paid as provided in Article IX.

(b) Transfer Back to Eligible Status. If an Ineligible Employee described in subsection (a) above remains continuously employed by the Adopting Employer and he has another change in employment status such that he again becomes a Participant, he shall thereafter be entitled to accrue benefits in accordance with the terms of the Plan as in effect as of the date of the subsequent change in employment status. In no event, however, shall such a Participant receive a greater benefit under the Plan than that which the Participant would have received had the Participant not had a change in employment status.

Section 4.05. Participant Leaves of Absence.

(a) USERRA, FMLA Leave – Notwithstanding any provision of this Plan to the contrary, if any period of absence is required to be counted under USERRA, the FMLA or any other applicable federal or state law as Current Credited Service for the purpose of computing the amount of any benefit payable under the Plan, or for purposes of meeting the Plan's minimum service requirements for vesting, retirement or death benefit eligibility, then said period of absence shall be counted as such in accordance with and subject to the requirements of such law.

(b) Other Leaves of Absence. Unless otherwise required by law or unless the terms of the leave otherwise specify, an authorized leave of absence granted to a Participant by the Adopting Employer will be counted as Current Credited Service for the purpose of computing

the amount of any benefit payable under the Plan, and for purposes of meeting the Plan's minimum service requirements for vesting and benefit eligibility. However, if the Participant does not return to active employment upon expiration of the authorized leave period, then subsection (c) shall apply.

(c) Failure to Return to Service. Unless otherwise required by law or unless the terms of the leave otherwise specify, if a Participant does not return to active employment with the Employer upon expiration of a leave of absence, his interest under the Plan, if any, including his Current Credited Service for the purpose of computing the amount of any benefit payable under the Plan, and for purposes of meeting the Plan's minimum service requirements for vesting and any minimum service requirements for retirement or death benefit eligibility, will be limited to that accrued as of the date preceding the approved leave period.

(d) Unused Leave. The Adopting Employer may elect in the Adoption Agreement to credit certain unused leave at termination or retirement for which the Participant is not paid as Credited Service, subject to the terms and limits specified in the Master Plan and Adoption Agreement.

Section 4.06. Non-Vested Participant Breaks in Service.

Except as otherwise provided in the Adoption Agreement, this Section shall apply only to Participants who are Eligible Regular Employees. If a non-vested Participant experiences a break in service, the Participant's Current Credited Service shall not include any Service rendered prior to the break in service, unless the Participant returns to employment with the Adopting Employer and performs the lesser of: service equal to the break in service, or service equal to one (1) year. The following limitations shall apply in administering the break in service rule:

(a) Absence of Less Than One (1) Year. If a Participant terminates employment with the Adopting Employer and returns to employment with the Adopting Employer within one (1) year after said termination, the Participant shall not be deemed to have incurred a break in service. Except as otherwise required under this Section, however, the time he was absent shall not be taken into account for any purpose under the Plan.

(b) Interim Employment with Another GMEBS Employer. If a Participant terminates employment with the Adopting Employer and returns to employment with the Adopting Employer after having spent the interim period in the continuous employment of another Employer in the GMEBS, he shall not be deemed to have incurred a break in Service. The time he was absent may be taken into account for purposes of determining whether the Participant has met the minimum service requirements for vesting and retirement eligibility under the Adopting Employer's Plan, as provided by and subject to the provisions of Section 9.05 concerning portability. However, in no event shall the time he was absent from the Adopting Employer be taken into account for the purpose of computing the amount of any benefit payable under the Adopting Employer's Plan.

(c) Treatment of Leaves of Absence. No leave of absence or other period of absence from employment shall be considered a break in Service if it is not permitted to be treated as such under USERRA, the FMLA, or any other applicable federal or state law. Unless otherwise required by law or unless the terms of the leave otherwise specify, any other authorized leave of absence granted to a Participant shall not be deemed a break in Service, provided the Participant was regularly employed by the Employer immediately prior to his leave of absence and the Participant is reemployed by the Employer upon expiration of the leave of absence. Unless otherwise required by law or unless the terms of the leave otherwise specify, if a Participant does

not return to active employment upon expiration of the approved leave period, he will be considered to have incurred a break in Service under this Section as of the date immediately preceding the approved leave period.

(d) Transfer to Ineligible Employee Status. Unless otherwise specified by the Employer in the Adoption Agreement, if a Participant's employment status changes such that he becomes an Ineligible Employee pursuant to Section 4.04, the period of time spent as an Ineligible Employee shall not be considered a break in Service under this Section, provided the Participant remains employed by the Adopting Employer. Unless otherwise specified by the Adopting Employer, leaves of absence granted to an Ineligible Employee will not be considered a break in Service under this Section, provided the Ineligible Employee returns to active employment with the Employer upon expiration of the approved leave period and the requirements of subsection (c) are otherwise satisfied with respect to such leave of absence.

(e) Graduated Vesting. If the Adopting Employer has established a graduated vesting schedule in the Adoption Agreement, and a Participant who is partially vested Terminates Employment with the Adopting Employer and subsequently returns to employment with the Adopting Employer, the Participant shall not be deemed to have incurred a break in service. Except as otherwise required under this Section, however, the time he was absent shall not be taken into account for any purpose under the Plan.

(f) Repeated Breaks in Service. If a non-vested Participant has a break in Service, returns to employment with the Adopting Employer, and experiences one or more additional breaks in Service prior to satisfying the one (1) year Service requirement necessary to work off the initial break, then the Participant's Current Credited Service shall not include any Service rendered prior to the most recent break in Service, unless upon the Participant's return to

employment with the Employer following the most recent break in Service he performs Service for a period of at least one (1) year.

ARTICLE V.

RETIREMENT ELIGIBILITY

(a) The Retirement prerequisites of a Participant under this Plan are contingent upon the type of Retirement offered by the Employer in the Adoption Agreement and selected by the Participant: that is, Normal Retirement, Alternative Normal Retirement, Early Retirement, Late Retirement, or Disability Retirement, as applicable. The provision of an Alternative Normal Retirement benefit or the designation of an Alternative Normal Retirement Date in the Adoption Agreement shall not be construed to establish an Alternative Normal Retirement Age or Alternative Normal Retirement Date for purposes of the definition of Accrued Benefit under Section 2.01, for purposes of computing death benefits under Article VIII, or for purposes of applying the actuarial equivalent conversion provisions of Article XII. The minimum age and service requirements and other prerequisites associated with each type of Retirement for each class of Eligible Employees shall be as specified in the pertinent sections of the Adoption Agreement. Except as otherwise provided in the Master Plan or Adoption Agreement with respect to In-Service Distributions for those who remain in service after they qualify for Normal Retirement or Alternative Normal Retirement, receipt of Retirement benefits shall also be contingent upon Termination of Employment.

(b) Provided a Participant is otherwise eligible to receive a Retirement benefit under the Plan, Retirement is contingent upon the satisfactory completion of the Applicable Form provided for such purpose and the acceptance of the Applicable Form by the Pension Committee.

(c) Retirement applications shall be prepared and submitted at such time as to reach the office of GMEBS no earlier than ninety (90) days and no later than thirty (30) days prior to a

Participant's effective Retirement Date. A Participant's effective Retirement date shall be the first day of the month coinciding with or following the date he has satisfied all of the prerequisites for Retirement as specified in this Article V, and actually Retires.

ARTICLE VI.

RETIREMENT BENEFITS

Section 6.01. Normal Retirement Benefit.

(a) A Participant, upon Retirement on or after his Normal Retirement Date (or Alternative Normal Retirement Date, as applicable), shall receive a Monthly Retirement Benefit under which payments shall commence on the first day of the month in which his effective Retirement Date occurs and shall be payable on the first day of each month thereafter during his lifetime. However, if directed by the Employer, Normal Retirement benefits (not including Alternative Normal Retirement benefits or the In-Service Distribution of Normal or Alternative Normal Retirement benefits) may be paid retroactively to the first day of the month following the month in which the Participant's Termination occurs (or, if the Participant's Termination occurs on the first of the month, the first day of the month in which the Participant's Termination occurs) or if later, the first day of the month in which his Normal Retirement Date occurs. The amount of the Monthly Retirement Benefit shall be determined based upon the applicable benefit formula specified in the Adoption Agreement and in effect at the Participant's Termination. If the Participant elects a form of benefit payment other than the standard form, the amount of the Monthly Retirement Benefit will be adjusted in accordance with and subject to the terms of the option elected (see Section 7.01).

(b) No interest shall be paid on the retroactive payment of Normal Retirement benefits.

Section 6.02. Early Retirement Benefit.

(a) A Participant, upon Retirement on or after his Early Retirement Date and before his Normal Retirement Date or Alternative Normal Retirement Date, shall receive a Monthly Retirement Benefit under which payments shall commence on the first day of the month in which his effective Retirement Date occurs and shall be payable on the first day of each month thereafter during the lifetime of the Participant. The amount of such Monthly Retirement Benefit shall be computed in the same manner as for a Normal Retirement benefit, but reduced on an Actuarially Equivalent basis in accordance with the actuarial table contained in Section 12.01. An Adopting Employer may adopt in the Adoption Agreement an alternative early retirement actuarial reduction table for one or more classes of Eligible Employees, provided the adoption of such table satisfies the requirements of Code Section 401(a)(25).

(b) Provided the Employer has elected in the Adoption Agreement to provide Disability benefits, a Participant who is otherwise eligible for an Early Retirement benefit may apply for and receive an Early Retirement benefit (i) while a Disability Retirement benefit determination is pending, or (ii) while waiting for an approved Disability Retirement benefit to commence. Upon a determination that the Participant is entitled to receive a Disability Retirement benefit, the Participant's benefit will be changed to a Disability Retirement benefit (if greater), retroactive to the Disability Retirement Date, provided that the requirements of Section 6.04(b) relating to making application for retroactive payments of Disability Retirement benefits are met. If said requirements are not met but the Participant otherwise qualifies for a Disability Retirement benefit, the Participant's benefit will be changed to a Disability Retirement benefit as of the first day of the month coinciding with or following the date that the Participant submits documentation sufficient to confirm his eligibility for a Disability Retirement benefit, as

described in Section 6.04(c). However, no change in the form of benefit payment or designation of the Post-Retirement Beneficiary may be made, and no Post-Retirement Beneficiary may be named if one had not been previously named.

(c) If directed by the Employer, effective with respect to Participants who Terminate Employment on or after January 1, 2014, Early Retirement benefits may be paid retroactively to a date (first day of the month) designated on the Participant's retirement application, provided that such date may be no earlier than the later of: 1) four (4) full calendar months prior to the date of the Pension Committee Secretary's execution of the Participant's retirement application; or 2) the Participant's Early Retirement Date. No interest shall be paid on the retroactive payment of Early Retirement benefits. Effective with respect to Participants who Terminate Employment on or after January 1, 2013 and prior to January 1, 2014, retroactive payment of Early Retirement benefits to the Participant's Early Retirement Date or date of Termination is not permitted.

Section 6.03. Late Retirement Benefit.

(a) A Participant may Retire from the active Service of the Adopting Employer on the first day of any month after his Normal Retirement Date, in which case the Participant shall receive a Late Retirement benefit. For purposes of this provision and except as otherwise provided in an Employer's Adoption Agreement or Addendum, a Participant who Terminates Employment on or after January 1, 2014 will be treated as having Retired from the active service of the Adopting Employer if the Participant submits a GMEBS retirement application no later than thirty-one (31) days after his or her Termination of Employment and said application is approved by GMEBS. The Late Retirement benefit shall be calculated in the same manner as the Normal Retirement benefit. However, the Employer may elect in the Adoption Agreement or

Addendum thereto to provide for an increased Late Retirement benefit, in which case the Late Retirement Benefit shall be calculated in the same manner as the Normal Retirement Benefit, but increased as provided in the Adoption Agreement or Addendum, as applicable.

Section 6.04. Disability Benefit.

(a) Where the Employer has elected in the Adoption Agreement to provide Disability benefits, a Participant who becomes Disabled and Terminates Employment due to Disability on or after April 1, 2015, and is otherwise entitled to receive a Disability Retirement benefit, shall receive such benefit in accordance with and subject to the requirements of this Section.

(b) Requirements for Payment as of Disability Retirement Date - Disability Retirement benefit payments shall be payable during a Participant's Disability as of the first day of the month coinciding with or next following, and may be paid retroactively to, the Participant's Disability Retirement Date, provided the following requirements are satisfied:

(1) Application for Disability Award Must Be Filed Within 1 Year After Termination — No later than one (1) year after the Participant's Termination of Employment due to Disability, the Participant must file an application for a federal Social Security Administration (SSA) disability award or, if applicable under Section 2.23, an application for determination of Disability by the Pension Committee, and for a Participant who terminates due to disability prior to April 1, 2015, such Participant also must complete and submit a GMEBS retirement application form to the Pension Committee Secretary no later than one (1) year after the Participant's Termination of Employment due to Disability (regardless of whether the Participant has yet received a federal SSA disability award or, if applicable, a Pension Committee determination of Disability); and

(2) GMEBS Retirement Application Form and Disability Award Must Be Submitted Within 1 Year of Termination, or if Later, Within 6 Months After Date of Disability Award; Proof of Application for Disability Award Before Expiration of 1 Year Following Termination Due to Disability — Except as otherwise provided in subsection 6.04(b)(1) above, requiring Participants who terminate due to Disability prior to April 1, 2015, to submit a completed GMEBS retirement application form to the Pension Committee Secretary within one (1) year following Termination of Employment due to Disability, or subsection 6.04(b)(3) below, the Participant must submit the following to the Pension Committee Secretary within one (1) year after the Participant's Termination of Employment due to Disability or within six (6) months after the date of such award or determination, whichever is later:

- (i) the Participant's GMEBS Retirement Application Form;
- (ii) the SSA Disability Award (or, if applicable under Section 2.23, the Pension Committee determination of Disability) reflecting a disability onset date on or before the Participant's Termination date; and
- (iii) documentation the Administrator deems sufficient to establish that the Participant filed an application for a federal SSA disability award (or, if applicable under Section 2.23, an application for determination of Disability by the Pension Committee) before the expiration of one (1) year following Termination of employment due to Disability. Such documentation may include a copy of such application, a copy of the Disability award or determination received in response to such application, or an affidavit completed by the Participant (on

the GMEBS retirement application or another Applicable Form provided for such purpose) in which the Participant affirms that he or she has filed such application.

(3) Special Rule in Case of Disability Award on Subsequent SSA Disability Application - In the event that a Participant's application for a SSA disability award is denied, the Participant must make any subsequent application for a SSA disability award within six (6) months following such denial becoming final, must allege in the subsequent SSA application a disability onset date that is on or before the Participant's Termination date, and where the Participant is subsequently granted a SSA disability award, the Participant must submit the following to the Pension Committee Secretary within six (6) months after the date of such favorable award, or if later, one (1) year after the Participant's Termination of Employment:

(i) a GMEBS retirement application form (but see subsection 6.04(b)(1) above concerning requirement for Participants who terminate due to disability prior to April 1, 2015 to submit a GMEBS retirement application to the Pension Committee Secretary within one (1) year after Termination of Employment due to Disability);

(ii) the Participant's SSA disability award reflecting a disability onset date on or before the Participant's Termination date or reflecting a disability onset date that immediately follows the date of denial of the Participant's prior SSA disability application (due to application of Social Security Administration res judicata rules) but the Participant's actual Disability onset date was on or before the Participant's Termination date as provided under Section 2.23; and

(iii) documentation the Administrator deems sufficient to establish that within six (6) months after the SSA's denial of the Participant's initial application for a disability award, the Participant filed a subsequent application for a SSA disability award in accordance with this subsection 6.04(b)(3). Such documentation may include a copy of such application, a copy of the Disability award or determination received in response to such application, or an affidavit completed by the Participant (on the GMEBS retirement application or another Applicable Form provided for such purpose) in which the Participant affirms that he or she has filed such application.

(c) Prospective Payment Following Retirement Application — If the Participant who has Terminated Employment due to Disability is otherwise eligible to receive a Disability Retirement benefit and except as otherwise permitted under subsection 6.04(b) above with respect to payment of Disability Retirement benefits retroactive to the Participant's Disability Retirement Date, Disability Retirement benefits shall be payable as of the first day of the month following or coinciding with the date of acceptance of the Participant's completed GMEBS retirement application form by the Pension Committee, provided such application includes: (1) a Social Security Administration (SSA) disability award reflecting a disability onset date on or before the Participant's Termination date; or (2) if applicable under Section 2.23, a Pension Committee determination of Disability reflecting a Disability onset date on or before the Participant's Termination date; or (3) where the Participant has received a SSA disability award in response to a subsequent SSA disability application as provided under Section 2.23, documentation which the Administrator deems sufficient to establish that the disability onset date reflected in the SSA disability award immediately follows the date of denial of the

Participant's prior SSA disability application (due to application of Social Security Administration res judicata rules) and that the Participant's actual Disability onset date was on or before the Participant's Termination date. In no event shall Disability Retirement benefits be payable before the Participant's Disability Retirement Date.

(d) Amount of Disability Retirement Benefit - The amount of the monthly Disability Retirement benefit shall be determined as provided in the Adoption Agreement. The Adopting Employer may elect in the Adoption Agreement to specify another method for calculation of the benefit, and require an offset against the monthly Disability Retirement benefit for other types of payments received by the Participant. The Participant shall receive the monthly Disability Retirement benefit provided in this Section, or any other Monthly Retirement Benefit granted under the Plan for which he is eligible if such benefit is greater than the aforesaid monthly Disability Retirement benefit. However, under no circumstances shall any Retired Participant be entitled at one time to more than one type of Retirement benefit granted under the Plan.

(e) No interest shall be paid on the retroactive payment of Disability benefits.

(f) Where an Employer has executed or executes a General Addendum to the Employer's Adoption Agreement which contains provisions on payment of Disability Retirement benefits that conflict with the procedures or time limitations established in this Section 6.04, said provisions of the General Addendum shall govern to the extent they conflict with this Section 6.04.

Section 6.05. Cost of Living Adjustment.

(a) An Employer may elect in the Adoption Agreement to provide for a variable annual cost-of-living adjustment in the amount of Monthly Retirement Benefits payable under the Plan to Participants or their Beneficiaries. In such event, the amount of benefits payable

under the Plan shall be adjusted as provided in this Section, except as otherwise provided in the Employer's Adoption Agreement.

(b) The Current Average Cost-of-Living Index Figure as defined in Section 2.21 shall be ascertained as of the Adopting Employer's Adjustment Date in each year.

(c) Each Monthly Retirement Benefit then being received by Participants who terminate after the date specified in the Adoption Agreement and their Beneficiaries shall thereupon be adjusted as follows:

(1) Each Monthly Retirement Benefit shall be increased by the percentage that the Current Average Cost-of-Living Index Figure increased over each recipient's Cost-of-Living Base Figure, as defined in Section 2.17. If the Current Average Cost-of-Living Index Figure is less than the Cost-of-Living Base Figure, no reduction in the Monthly Retirement Benefit, shall be effected. Increased benefits are payable on the Adjustment Date.

(2) Notwithstanding the foregoing provisions, no increase in the amount of a Monthly Retirement Benefit due to changes in the Current Average Cost-of-Living Index Figure effective at any annual Adjustment Date shall be in excess of a certain percentage of the amount of the Monthly Retirement Benefit payable immediately prior to each Participant's or Beneficiary's applicable adjustment date. Said percentage limit shall be designated by the Employer in the Adoption Agreement.

(d) An Adopting Employer may implement one-time or ad-hoc cost-of-living adjustments by adopting an Addendum to the Adoption Agreement to effect said increase.

(e) In lieu of the variable cost-of-living adjustment referred to in subsections (a)-(c) above, the Employer may elect in the Adoption Agreement to provide for a fixed annual

cost-of-living adjustment, subject to any limitations imposed by the Internal Revenue Code or regulations issued thereunder.

Section 6.06. In-Service Distribution; Suspension of Benefits Following Return to Service.

(a) General Rules.

(1) Unless otherwise provided in this Section and in the Adoption Agreement or any Addendum thereto, a Participant shall be required to Terminate Employment with an Adopting Employer prior to commencing Early, Normal or Alternative Normal Retirement benefits under such Employer's GMEBS Plan. Likewise, unless otherwise provided in this Section and in the Adoption Agreement or any Addendum thereto, if a Retired Participant returns to service as an Eligible Employee with an Adopting Employer from whose Trust Fund the Retired Participant is receiving a Monthly Retirement Benefit, said Monthly Retirement Benefit shall be suspended as of the date of said return to service.

(2) Re-Computation of Benefit in Case of Suspension. In any case where the payment of a Participant's Retirement benefit shall have been suspended, the Retirement benefit payable on his re-retirement (whether before or after his Normal Retirement Date) shall be the benefit computed in accordance with this Article on the basis of his aggregate Total Credited Service and Final Average Earnings, if applicable, at the time of his subsequent re-retirement, but reduced by the Actuarial Equivalent of any Retirement benefits received by him prior to said suspension, and by any actuarial factors used in calculating the benefit payable at the time of his previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value

of Retirement benefits received, determined as of the date of the Participant's Re-retirement and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting benefit be less than the benefit payable immediately prior to the Participant's return to service with the Adopting Employer. A Retired Participant who is reemployed as an Eligible Employee shall not be authorized to change his form of benefit payment on his subsequent re-retirement, or to change his Post-Retirement Beneficiary, or to name a Post-Retirement Beneficiary if one had not been previously named. For the purposes of this Section, any such Participant's Credited Service subsequent to his reemployment by the Employer as an Eligible Employee shall commence as of the date of his reemployment as an Eligible Employee.

(3) Minimum Age Parameters for In-Service Distribution. In order to commence or continue receiving Normal or Alternative Normal Retirement benefits without a Bona Fide Separation from Service, if permitted under the Employer's Plan, a Participant shall be required to satisfy the following minimum age and other requirements:

(A) For a Participant who is not a "public safety employee" at the time he applies for Normal or Alternative Normal Retirement benefits (and a Participant who is a public safety employee at the time he applies for Normal or Alternative Normal Retirement benefits unless subparagraph 6.06(a)(3)(B) below applies), the Participant must be at least age sixty-two (62) (or such lower age specified under applicable federal law as a safe-harbor age for distributions during working retirement) to receive an In-Service Distribution.

(B) For a Participant who is a "public safety employee" in the service of the Employer at the time he applies for Normal or Alternative Normal Retirement benefits, the Participant must be at least age sixty-two (62) (or such lower age specified under applicable federal law as a safe-harbor age for distributions during working retirement) to receive an In-Service Distribution; provided, however, that if the Adopting Employer's Plan provides for a Normal Retirement Age or Alternative Normal Retirement Age which applies only to public safety employees and which is at least age fifty (50) (or such lower age specified under applicable federal law as a safe-harbor age for distributions during working retirement), the Participant may receive an In-Service Distribution as long as he is at least such age. For purposes of this subparagraph (B), "public safety employees" are employees of the Adopting Employer who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of the Adopting Employer.

(C) Notwithstanding any provision to the contrary, effective for Employees hired during Plan Years beginning on or after the later of: January 1, 2017; or the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register, the Plan will comply with the final Normal Retirement age regulations applicable to governmental plans established in Treas. Reg. 1.401(a) – 1, as amended.

(b) Exception to General Rule; In-Service Distribution for Eligible Employees; Continuation of Retirement Benefits Following Return to Service as an Eligible Employee After a Bona Fide Separation from Service.

(1) In-Service Distribution Absent Termination or Bona Fide Separation from Service Upon Qualifying for Normal Retirement. Notwithstanding the general rules described in subsection 6.06(a)(1), an Adopting Employer may elect in the Adoption Agreement or any Addendum thereto to permit In-Service Distribution to Participants (or certain classes of Participants) who have satisfied the eligibility requirements for Normal Retirement or Alternative Normal Retirement, as applicable, under the Adopting Employer's Plan while remaining Eligible Employees under the Plan, in accordance with and subject to the requirements of this paragraph. An Employer may elect in the Adoption Agreement or any Addendum thereto to permit Participants or certain classes of Participants who have (i) satisfied the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, (ii) satisfied the minimum age parameters set forth in subparagraph 6.06(a)(3), and (iii) applied for such Retirement benefits on the Applicable Form to apply for and begin receiving their Retirement benefit as an In-Service Distribution while in service as an Eligible Employee even though they have not yet Terminated Employment with the Employer or to continue receiving Normal or Alternative Normal Retirement benefits following a return to Service as an Eligible Employee without first incurring a Bona Fide Separation from Service.

(2) Exception to General Rule; Continuing to Draw Early, Normal or Alternative Normal Retirement Benefits After Returning to Service as Eligible Employee Following a Bona Fide Separation from Service. Notwithstanding the requirement for

suspension of benefits upon reemployment under subsection 6.06(a)(1) above, an Adopting Employer may elect in the Adoption Agreement or any addendum thereto to permit Retired Participants or certain classes of Retired Participants who return to service as Eligible Employees following a Bona Fide Separation from Service to continue receiving Early, Normal or Alternative Normal Retirement benefits following such return to service, regardless of the Participant's age, in accordance with and subject to the following requirements:

(A) Reemployment as Eligible Employee after Normal Retirement Date. An Adopting Employer may elect (notwithstanding required suspension under Section 6.06(a)(1)) in the Adoption Agreement or any Addendum thereto to permit Retired Participants or certain classes of Retired Participants to continue receiving Retirement benefits if they return to service with the Adopting Employer as an Eligible Employee on or after their Normal Retirement Date or Alternative Normal Retirement Date, as applicable, and, with respect to a Participant returning to service as an Eligible Employee on or after September 26, 2014, after a Bona Fide Separation from Service. If the Employer has made such an election in the Adoption Agreement or Addendum, then Retired Participants who are designated in the Adoption Agreement or Addendum as eligible to continue receiving Retirement benefits following their return to service as an Eligible Employee may continue to receive their Monthly Retirement Benefit if they return to service with the Adopting Employer as an Eligible Employee after a Bona Fide Separation from Service and on or after their Normal Retirement Date or Alternative Normal Retirement Date, as applicable.

(B) Reemployment as Eligible Employee Before Normal Retirement Date.

(i) Suspension of Early Retirement Benefits until Normal Retirement Date; Recommencement of Benefits upon Attainment of Normal Retirement Date. An Adopting Employer may elect (notwithstanding required suspension under Section 6.06(a)(1)) in the Adoption Agreement or any Addendum thereto to provide that, with respect to Retired Participants or certain classes of Retired Participants, if such a Retired Participant returns to Service as an Eligible Employee before the Normal Retirement Date (or Alternative Retirement Date, as applicable), and, with respect to a Participant returning to service as an Eligible Employee on or after September 26, 2014, after a Bona Fide Separation from Service, and remains employed until the Normal Retirement Date (or Alternative Normal Retirement Date, as applicable), the Participant may apply for and receive a Monthly Retirement Benefit on or after the Normal Retirement Date (or Alternative Normal Retirement Date, as applicable), notwithstanding continued service with the Employer, provided that the Participant satisfies the minimum age parameters for an In-Service Distribution pursuant to Section 6.06(a)(3). Said Monthly Retirement Benefit shall be computed in accordance with this Article, based upon the Participant's Total Credited Service and Final Average Earnings, if applicable, through the date the Participant recommences receipt of a Monthly Retirement Benefit pursuant to this subsection.

However, except as otherwise provided in the Adoption Agreement or in an Addendum thereto, said Monthly Retirement Benefit shall be reduced by the Actuarial Equivalent of any Retirement benefits received by the Participant prior to said suspension, and by any actuarial factors used in calculating the benefit payable at the time of the previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefit payments received, determined as of the date the Participant recommences receipt of a Monthly Retirement Benefit, and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting Monthly Retirement Benefit be less than the Participant's benefit payable immediately prior to said suspension.

(ii) Exception to General Rule; Continuation of Early Retirement Benefits Upon Return to Service as Eligible Employee Following Bona Fide Separation from Service. Notwithstanding the requirement for suspension of benefits upon reemployment under subsection 6.06(a)(1) above, an Adopting Employer may elect in the Adoption Agreement or any Addendum thereto to permit Retired Participants or certain classes of Retired Participants who are receiving an Early Retirement benefit to continue receiving said benefit if they return to Service with the Employer after a Bona Fide Separation from Service, or with respect to Participants returning to service as an Eligible Employee prior to September 26, 2014, after at least a six-month separation from

Service, as an Eligible Employee at any time on or after their Early Retirement Date but before their Normal Retirement Date (or Alternative Normal Retirement Date, as applicable). If the Employer has made such an election, and if a Retired Participant belongs to a class for which such continuation of benefit payments is permitted, then upon the Retired Participant's return to service with the Employer as an Eligible Employee after the Early Retirement Date and after a Bona Fide Separation from Service (or at least a six-month separation from Service, as applicable), the Retired Participant may continue to receive a Monthly Retirement Benefit during the period of reemployment.

(3) A Participant who receives an In-Service Distribution of Retirement benefits while serving as an Eligible Employee or who receives Retirement Benefits following his return to service as an Eligible Employee shall not be authorized to change his form of benefit payment, or to change his Post-Retirement Beneficiary on his subsequent termination of employment, or to name a Post-Retirement Beneficiary if one had not been previously named.

(4) With respect to Participants described in Section 6.06(b)(1) and (2) above, except as otherwise provided in the Adoption Agreement or in an Addendum thereto, upon said Participants' subsequent termination of employment or vacation of office, as applicable, their Monthly Retirement Benefit shall be computed in accordance with this Article on the basis of their aggregate Total Credited Service and Final Average Earnings, if applicable, at the time of such termination of employment or vacation of office, but it shall be reduced by the Actuarial Equivalent of any Retirement benefits received prior to

re-retirement, and by any actuarial factors used in calculating the benefit payable at the previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefits received, determined as of the date of the Participant's re-retirement and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting benefit be less than the benefit payable immediately prior to the Participant's re-retirement.

(c) Exception to General Rule; In-Service Distribution for Individuals Who Are Not Eligible Employees; Continuation of Retirement Benefits Following Return to Service in a Capacity Other Than as an Eligible Employee After a Bona Fide Separation from Service.

(1) In-Service Distribution Prior to Termination. Effective on or after September 26, 2014, notwithstanding the general rule in Section 6.06(a)(1) and except as may be otherwise provided in the Adoption Agreement or an Addendum thereto, regardless of whether an Employer elects to permit active Participants to receive In-Service Distributions while serving as Eligible Employees under the Plan pursuant to paragraph 6.06(b)(1) above, an individual who is in service with the Adopting Employer, who previously accrued a benefit as an Eligible Employee under the Plan but who is not currently an Eligible Employee under the Plan, may commence receipt of his Retirement benefit while still in service with the Adopting Employer provided that such individual (i) has satisfied the Adopting Employer's qualifications for Early Retirement, Normal Retirement or Alternative Normal Retirement; (ii) has satisfied the minimum age and other applicable requirements established in subparagraph 6.06(a)(3) above; and (iii) applies for such Retirement benefit on the Applicable Form.

(2) Continued Receipt of Retirement Benefits Upon Return to Service in a Capacity Other Than as an Eligible Employee. Except as may be otherwise provided in the Adoption Agreement or an Addendum thereto, an Adopting Employer may engage any Retired Participant receiving benefits hereunder in a capacity other than as an Eligible Employee and such engagement shall not terminate or suspend such benefits. Effective with respect to Retired Participants who return to service in a capacity other than as an Eligible Employee on or after September 26, 2014, in order to continue receiving benefits after returning to service, the Retired Participant (i) must have had a Bona Fide Separation from Service prior to returning to service in a capacity other than as an Eligible Employee under the Plan; or (ii) must satisfy the minimum age parameters established in subparagraph 6.06(a)(3) above.

(3) An individual who receives Retirement benefits while in the service of the Adopting Employer pursuant to paragraphs 6.06(c)(1) and (2) above shall not be authorized to change his form of benefit payment, or to change his Post-Retirement Beneficiary on his subsequent Termination of Employment, or to name a Post-Retirement Beneficiary if one had not been previously named. An individual who commences or continues receiving benefits while in the service of the Adopting Employer in a capacity other than as an Eligible Employee pursuant to paragraph 6.06(c)(1) or 6.06(c)(2) shall not accrue benefits or service credit for any purpose under the Plan during his or her period of continued service with the Adopting Employer during which he is not an Eligible Employee.

(4) In the event that an individual described in paragraph 6.06(c)(1) or (2) subsequently becomes an Eligible Employee under the Plan, the provisions applicable to

In-Service Distribution to Eligible Employees or to Retired Participants who return to Service with the Adopting Employer as an Eligible Employee, as applicable, under subsection 6.06(b) above and the Adopting Employer's Adoption Agreement or Addendum shall apply with respect to such individual. Except as otherwise provided in the Adoption Agreement or in an Addendum thereto, upon such a Participant's subsequent Termination of Employment or vacation of office, as applicable, his or her Monthly Retirement Benefit shall be computed in accordance with this Article on the basis of his or her aggregate Total Credited Service and Final Average Earnings, if applicable, at the time of such Termination of Employment or vacation of office. However, this Monthly Retirement Benefit shall be reduced by the Actuarial Equivalent of any Retirement benefits received prior to re-retirement, and by any actuarial factors used in calculating the benefit payable at the previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefits received, determined as of the date of the Participant's re-retirement and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting benefit be less than the benefit payable immediately prior to the Participant's re-retirement.

(d) Death in Service After Retirement. If a Retired Participant who returns to service with an Adopting Employer as an Eligible Employee or an active Participant commences Retirement benefits while remaining in service as an Eligible Employee and he dies during the period of continuous employment or during the period of his reemployment, as applicable, and before re-retirement, then his Post-Retirement Beneficiary, if any, shall be entitled to receive the monthly post-retirement survivor benefit payable, if any, taking into account any additional

Credited Service accrued prior to the date of the Participant's death in-service. Such post-retirement survivor benefit shall be reduced by the Actuarial Equivalent of any Retirement benefits received by the Participant prior to his death. In no event shall the resulting post-retirement survivor benefit (after any actuarial reduction provided for in the preceding sentence) be less than the benefit that would have been payable to such Post-Retirement Beneficiary had the Participant not been employed as an Eligible Employee on or after his Retirement Date. This provision shall not be interpreted to permit payment to a Pre-Retirement Beneficiary in the event of a Retired Participant's death during reemployment.

(e) Suspension of Disability Benefits.

(1) Any Disability Retirement Benefit payable under the Plan to any Participant shall be suspended as of the first day of the month coinciding with or following the date his Disability ceases. A Participant's Disability shall be considered to have ceased upon the earliest of the following dates: (1) with respect to Participants whose entitlement to a Disability benefit is based upon receipt of disability insurance benefits under the Federal Social Security Act, the date as of which the Social Security Administration determines that the Participant is no longer disabled; or (2) with respect to Participants whose entitlement to a Disability benefit is based upon a determination by the Pension Committee, the date as of which the Pension Committee determines that the Participant is no longer disabled as defined under Code Section 72(m), based upon an examination by a physician chosen by the Pension Committee. With respect to those Participants whose entitlement to a Disability benefit is based upon receipt of disability insurance benefits under the Federal Social Security Act, the Participant shall be required to notify the Pension Committee Secretary within sixty (60) days after the Participant

receives notice that the Social Security Administration has determined that the Participant is no longer disabled. With respect to those Participants whose entitlement to a Disability benefit is based upon receipt of disability insurance benefits under the Federal Social Security Act, the Pension Committee shall have the right to require the Participant to prove at any time, as a condition for continued receipt of Disability benefits under the Plan, continued eligibility for receipt of disability insurance benefits under the Federal Social Security Act, as amended. With respect to Participants whose entitlement to a Disability benefit is based upon a determination of Disability by the Pension Committee, the Pension Committee shall have the right to require, as a condition for continued receipt of Disability benefits, that the Participant be examined at any time by a physician chosen by the Pension Committee. In the event that any Participant fails or refuses to submit to a physical examination or to obtain and provide other information requested by the Pension Committee to confirm continuation of a Disability, then the Participant's Disability benefits shall be suspended as of the first day of the month following expiration of the ninety (90) day period following the Pension Committee's request for such examination or information, unless the Pension Committee determines in its discretion that the failure to comply within ninety (90) days was due to circumstances beyond the Participant's control, in which case the ninety (90) day time limit may be extended by the Pension Committee and suspension may be deferred as determined by the Pension Committee.

(2) Notwithstanding any provision of this subsection 6.06(e) to the contrary, and except as otherwise provided in an Employer's Adoption Agreement or Addendum thereto, in the event that a Participant, who shall have retired or been retired for Disability, returns to service as an Eligible Regular Employee or becomes an Eligible

Regular Employee of said Employer, his or her Disability Retirement benefit shall be suspended as of the date of such return to or commencement of service as an Eligible Regular Employee.

(3) Nothing in paragraph 6.06(e)(2) shall be construed to require the suspension of a Participant's Disability Retirement benefit upon his return to service as an elected or appointed member of the Governing Authority after the commencement of such benefit unless and until the Participant is determined to no longer have a Disability, or unless suspension of a Participant's Disability Retirement benefits is otherwise required under subparagraph 6.06(e)(1).

(f) Suspension of Disability Benefit; Right to Other Benefits.

(1) In any case where the payment of a Participant's Disability Retirement benefit is suspended, regardless of whether the Participant returns to service with the Employer, the period of absence from employment due to such Disability shall not be counted as Credited Service. Any Participant who shall have Retired or been Retired for Disability and who has been or shall be subsequently declared ineligible for a Disability Retirement benefit because of the cessation of said Disability, or as otherwise provided pursuant to subsection 6.06(e) above, shall have a right to any benefit afforded under any other provision of this Plan to which he or his beneficiary might otherwise be entitled. In such case, any Disability Retirement payments made prior to the required suspension date shall be retained by the Retiree and disregarded in computing any other benefit payable under the Plan.

(2) Notwithstanding the foregoing, nothing herein shall be construed to allow a Retired Participant who shall have Retired or been Retired due to Disability, who

returns to service with the Employer, and who subsequently re-retires to elect a different benefit payment form or name a new post-retirement beneficiary upon re-retirement.

(3) Unless otherwise provided in an Employer's Adoption Agreement or in an Addendum thereto, in the event that a Retired Participant who is receiving a Disability Retirement benefit returns to service as an elected or appointed member of the Governing Authority, and his Disability Retirement benefit is not suspended, any Disability Retirement payments made prior to his return to service or during such period(s) of service as an elected or appointed member of the Governing Authority following such return shall be retained by the Participant and disregarded in computing any other benefit payable under the Plan upon his subsequent vacation of office.

ARTICLE VII.

OPTIONAL FORMS OF RETIREMENT INCOME

Section 7.01. Standard Benefit Payment Form; Other Payment Options. With respect to retirement applications received by GMEBS on or after July 1, 2011, a Participant may elect, or may revoke a previous election and make a new election, at any time prior to his effective Retirement Date, to have his Retirement benefit payable under the standard benefit payment option or under one of the other benefit payment options set forth in Section 7.03. The standard benefit payment option is a monthly retirement benefit payable to the Participant during his lifetime only. At the death of the Participant all payments will cease and no further benefits will be payable to the estate of the Participant or other persons, except as otherwise provided in Subsection 8.12(b). The standard benefit payment form is referred to in the Master Plan as Option A. The benefit shall be paid in accordance with and subject to the terms of the benefit payment option elected. Election of any option shall be made by the Participant in writing on the Applicable Form, and shall be subject to approval by GMEBS.

Section 7.02. Designation of Post-Retirement Beneficiary. With respect to retirement applications received by GMEBS on or after July 1, 2011, if the Participant elects Option B (Joint and Survivor Option with Pop-Up) or Option C (Period Certain and Life Option.) in Section 7.03, he shall designate a Post-Retirement Beneficiary to receive a survivor benefit in accordance with and subject to the terms of such Option. Designation of a Post-Retirement Beneficiary may be revoked or changed by the Participant by submitting a new completed Retirement Application at any time prior to the Participant's effective Retirement date. Only the last such designation of a Post-Retirement Beneficiary shall have effect, and any new designation of a Post-Retirement Beneficiary shall invalidate, supersede, and revoke any prior designation.

Section 7.03. Description of Options. With respect to retirement applications received by GMEBS on or after July 1, 2011, the amount of any optional benefit set forth below shall be the Actuarial Equivalent of the amount of the standard benefit that would otherwise be payable to the Participant under Section 7.01 (monthly retirement benefit payable to the Participant during his lifetime only, referred to as "OPTION A").

(a) **OPTION B: Joint and Survivor Option with Pop-Up.** A retirement benefit computed and paid in the same manner as Option A above, but with a decrease in the retirement benefit to account for the survivor benefit and the pop-up benefit provided under this Option B. If the Participant elects Option B, then the Participant will receive a decreased retirement benefit which shall be payable during the lifetime of the Participant. If the Participant's designated Post-Retirement Beneficiary should survive the Participant (except as provided in subsections (1) and (2) below with respect to the Post-Retirement Beneficiary's death before the Participant or the divorce of the Participant and Post-Retirement Beneficiary) the benefit shall continue to be paid

to the Post-Retirement Beneficiary after the Participant's death during the lifetime of the Post-Retirement Beneficiary in the same amount (100%) or in such smaller amount (75%, 50%, or 25%), as the Participant has designated on his retirement application. This option shall be known as Option B. The Participant's retirement benefit under Option B shall be calculated in accordance with Section 12.02(a) or Section 12.02(b), whichever is applicable.

(1) Death of Post-Retirement Beneficiary Before Participant — In the event that the Participant's Post-Retirement Beneficiary dies before the Participant and after Retirement benefit payments have commenced, and provided the Participant furnishes GMEBS with proper proof of the Beneficiary's death within one (1) year after such death, the requirement for a reduction in the Participant's monthly retirement benefit on account of his election of Option B shall no longer apply (resulting in an increase, or "pop-up", in the Participant's monthly retirement benefit), effective as of the first day of the month following the Post-Retirement Beneficiary's death. Effective with respect to monthly payments made on and after such date, the amount of the Participant's monthly retirement benefit shall be equal to the monthly amount that would have otherwise been payable to the Participant under Article VI, had the Participant elected Option A. However, if the Participant fails to furnish the Plan with proper proof of the Post-Retirement Beneficiary's death within the one (1) year period referred to above, then said change in monthly retirement benefit shall not become effective until the first day of the month following the date such proof is submitted to GMEBS. If the Post-Retirement Beneficiary does not survive the Participant, all payments shall cease at the death of the Participant and no further benefits will accrue to his estate or to other persons.

(2) Divorce of Participant and Post-Retirement Beneficiary—If the Participant designates his Spouse as his Post-Retirement Beneficiary and provides GMEBS with proof that GMEBS in its sole discretion deems sufficient to establish that the Post-Retirement Beneficiary is the Participant's Spouse as of the Participant's effective retirement date, and if the Participant and the Post-Retirement Beneficiary become divorced after retirement benefit payments have commenced, then the Participant is permitted but not required to request a "pop-up" in his monthly retirement benefit, in accordance with and subject to the requirements of this subsection (2). A Participant who requests a pop-up pursuant to this subsection (2) will be bound by the provisions of this subsection and any other terms and conditions for receipt of said pop-up as set forth in an Applicable Form provided by GMEBS for such purpose. Such Participant shall furnish proof to GMEBS which GMEBS in its sole discretion deems sufficient to confirm the Participant's divorce from the Post-Retirement Beneficiary and the Participant's eligibility for the pop-up benefit provided herein, which may include but may not be limited to a court-certified copy of a valid divorce decree. In the event that the conditions of this subsection (2) are satisfied, the requirement for a reduction in the Participant's monthly retirement benefit on account of the election of Option B will no longer apply; provided, however, that GMEBS may deny the Participant's application for the pop-up in the event that GMEBS, in its sole discretion, determines that such denial is prudent or necessary based on the terms of the applicable divorce decree. Any change in the monthly retirement benefit resulting from the pop-up, if approved by GMEBS, will be effective as of the first day of the month following GMEBS' receipt of said Applicable Form completed by the Participant, and after GMEBS' receipt of said proof evidencing divorce.

Effective with respect to monthly payments made on and after such date, the amount of the Participant's monthly retirement benefit will be equal to the monthly amount that would have otherwise been payable to the Participant under Article VI had the Participant elected Option A. On and after said date, the Participant's Post-Retirement Beneficiary will not be eligible to receive any survivor benefits following the Participant's death, notwithstanding any prior designation made by the Participant or the later remarriage of the Participant and the Post-Retirement Beneficiary. All payments shall cease at the death of the Participant and no further benefits will accrue to his estate or to other persons. This provision shall not be construed to permit a Participant to change his form of benefit payment, to change his Post-Retirement Beneficiary after his effective Retirement date, or to name a new Post-Retirement Beneficiary following the Participant's divorce from the Post-Retirement Beneficiary. Nor shall this provision be construed to require or permit payment of all or a portion of a Participant's retirement benefit to a former spouse pursuant to a domestic relations order.

(b) OPTION C: Period Certain and Life Option. A decreased benefit payable monthly to the Participant during his lifetime and, in the event of his death within a period of specified years, either five (5), ten (10), fifteen (15), or twenty (20) years after his benefit commencement, the same monthly amount shall be payable for the balance of such period to the Post-Retirement Beneficiary designated by him. If the Post-Retirement Beneficiary survives the Participant but dies before the end of such period, any unpaid monthly amounts that would have otherwise been payable to the Post-Retirement Beneficiary for the remainder of said period following the Post-Retirement Beneficiary's death shall be paid to the Post-Retirement Beneficiary's estate. If the Post-Retirement Beneficiary does not survive the Participant, all

payments shall cease at the death of the Participant and no further benefits will accrue to his estate or to other persons except as provided in Article VIII. This option shall be known as Option C. The Retirement benefit under Option C shall be calculated in accordance with Section 12.03.

Section 7.04. Cancellation of Election. The election by a Participant of any option in this Article VII shall be null and void if either the Participant or his designated Post-Retirement Beneficiary dies before the Participant's effective Retirement date.

Section 7.05. Rule for Small Benefits.

(a) Effective January 1, 2002, the present value of a Plan benefit shall be distributed in a cash single sum payment to the Participant, Terminated Vested Participant, or Pre-Retirement Beneficiary, as applicable, if the present value of said Plan benefit payable to the recipient does not exceed Five Thousand Dollars (\$5,000) on the date of distribution. The present value of said Plan benefit shall be determined in accordance with Article XII.

(b) Effective for distributions commencing on or after March 28, 2005, if a distribution to be made under subsection (a) is greater than One Thousand Dollars (\$1,000), is an eligible rollover distribution, and the recipient of the distribution does not elect to have the distribution paid directly to an eligible retirement plan specified by the recipient in a direct rollover or does not elect to receive the distribution directly, the Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Administrator.

(c) Notwithstanding the provisions of subsections (a) and (b), effective on and after July 1, 2007, no distribution will be made under this Section unless and until the recipient of the distribution makes an election to either have the distribution paid directly to an eligible

retirement plan specified by the recipient in a direct rollover or to receive the distribution directly in cash.

Section 7.06. Distributions.

(a) Distributions payable as of any date shall be made on or as soon as administratively feasible after that date.

(b) In a contributory plan, interest shall be paid on any refund of employee contributions only as specified in the Adoption Agreement.

Section 7.07. Compliance with Internal Revenue Section 401(a)(9). All distributions shall be made in compliance with Article X.

Section 7.08. Compliance with Internal Revenue Section 415. All benefit options must comply with the limitations of Code Section 415, pursuant to Article XI and as applicable to governmental plans.

ARTICLE VIII.

DEATH BENEFITS

Section 8.01. Death in Service Prior to Retirement. In the event a Participant's employment or term of office is Terminated by reason of death prior to Retirement, there shall be paid to the Pre-Retirement Beneficiary the in-service death benefit elected by the Employer in the Adoption Agreement, provided the requirements of this Article are satisfied and except as otherwise provided under this Article.

Section 8.02. Actuarial Reserve In-Service Death Benefit. An Employer may elect in the Adoption Agreement to provide the Actuarial Reserve In-Service Death Benefit for one or more classes of Eligible Employees. In such case, the Employer shall designate in the Adoption Agreement the minimum service and other eligibility requirements a Participant must satisfy in order to be entitled to receive such benefit. Provided a Participant satisfies such requirements,

then in the event the Participant's employment with the Adopting Employer is terminated by reason of his death prior to his Retirement, and except as otherwise provided in Section 8.07(b), there shall be paid to his Pre-Retirement Beneficiary a lifetime monthly death benefit actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit. In calculating the Normal Retirement benefit under the provisions of this Section, the following assumptions shall be used:

(a) The Participant's age at the time of his death is equal to the Normal Retirement Age as specified by the Employer in the Adoption Agreement, or his attained age if his attained age is greater than the Normal Retirement Age; and

(b) The Participant's Total Credited Service shall include the amount of Total Credited Service accrued prior to the date of the Participant's death. The Employer may elect in the Adoption Agreement to include additional imputed Credited Service in the calculation, but in no event shall the amount of Total Credited Service used in the calculation exceed the sum of actual service performed plus ten (10) calendar years. The death benefit under this Section shall be calculated using the factors contained in Section 12.04.

(c) Effective January 1, 2015, with respect to those Adopting Employers who have elected in their Adoption Agreement to provide the Actuarial Reserve In-Service Death Benefit, an Eligible Regular Employee must have at least one (1) year of Credited Service with the Adopting Employer to be eligible for the Actuarial Reserve In-Service Death Benefit; provided, however, that this one (1) year minimum shall not apply with respect to an Eligible Regular Employee: (1) whose immediate prior employment was with another GMEBS Adopting Employer and who had at least one (1) year of Credited Service with such prior GMEBS Adopting Employer, or (2) (A) who is not described in paragraph 8.02(c)(1) above and whose

Employer's Plan contains an Addendum provision which was in effect immediately prior to January 1, 2015, which provides for a waiting period of less than one (1) year to commence participation in the Plan, and (B) who was employed with said Employer prior to January 1, 2015 and satisfies such time limitation prior to the date of his death. The one (1) year minimum and the exceptions thereto described in this subsection 8.02(c) shall not supersede eligibility conditions specified in an Adopting Employer's Adoption Agreement or Addendum thereto which specify a requirement of more or less than one (1) year of Credited Service with the Adopting Employer and/or other minimum age or service requirements that are inconsistent with this Section 8.02 to be eligible for the Actuarial Reserve In-Service Death Benefit. Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum thereto, elected or appointed members of the Governing Authority shall not be subject to a minimum Service requirement to be eligible for the Actuarial Reserve In-Service Death Benefit.

Section 8.03. Auto A In-Service Death Benefit. An Employer may elect in the Adoption Agreement to provide the Auto A in-service death benefit for one or more classes of Eligible Employees. In such case, the Employer shall designate in the Adoption Agreement the minimum Service and other eligibility requirements a Participant must satisfy in order to be entitled to such benefit. Provided a Participant satisfies such requirements, then in the event that the Participant's employment with the Adopting Employer is terminated by reason of his death prior to his Retirement, and except as otherwise provided in Section 8.06(b), there shall be paid to his Pre-Retirement Beneficiary a lifetime monthly death benefit, as follows:

(a) **Monthly Death Benefit Payable to Spouse.** If the Pre-Retirement Beneficiary to whom the in-service death benefit is payable under this Section is the Participant's Spouse, then the lifetime monthly death benefit payable to said Spouse shall commence on the first day of the

month coinciding with or immediately following the date of the Participant's death. Alternatively, the Spouse may elect to defer benefit payment commencement until the first day of any month up to and including the date the Participant would have attained Normal Retirement Age as defined in the Employer's Adoption Agreement. A Spouse shall be considered to have deferred benefit payment commencement until the first day of the month following the date the Spouse makes application for payment of death benefits. If the Pre-Retirement Beneficiary to whom the in-service death benefit is payable under this Section is not the Spouse of the Participant, then the lifetime monthly death benefit payable to said Beneficiary shall commence on the first day of the month coinciding with or immediately following the date of the Participant's death.

(b) Computation of Monthly Death Benefits. Benefits under this Section shall be computed as of the date of the Participant's death, based upon the applicable benefit formula in effect on said date, as follows:

(1) Participant Death Before Early Retirement Age; Payment Before Early Retirement Age. If a Participant dies before attaining Early Retirement Age as defined in the Employer's Adoption Agreement, and if benefit payments commence to a Pre-Retirement Beneficiary before the Participant would have attained Early Retirement Age, then the monthly death benefit payable to said beneficiary shall be the Actuarial Equivalent of the monthly Retirement benefit amount that would have otherwise been payable to the Participant, assuming the Participant: (i) terminated employment on his date of death; (ii) survived until Normal Retirement Age as defined in the Adoption Agreement; and (iii) elected to retire upon attaining Normal Retirement Age with the optional form of Retirement payment designated in Section 7.03 as Option B at one

hundred percent (100%), and then died. Said benefit shall be calculated in accordance with the actuarial assumptions specified in Section 12.06.

(2) Participant Death Before Early Retirement Age; Deferred Payment by Spouse Until After Early Retirement Age. If the Participant dies before attaining Early Retirement Age as defined in the Employer's Adoption Agreement and a Spouse who is eligible to receive the in-service death benefit hereunder defers payment until a date which is on or after the date the Participant would have attained Early Retirement Age, then the monthly death benefit payable to the Spouse Beneficiary shall be the monthly Retirement benefit that would have otherwise been payable to the Participant, assuming that the Participant: (i) terminated employment on the date of death; (ii) survived until the date upon which the deferred benefit payments commence in accordance with the Spouse Beneficiary's selected benefit commencement date; and, (iii) elected to retire on the benefit commencement date with the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died.

(3) Participant Death After Early Retirement Age; Payment Upon Death. If the Participant dies after attaining Early Retirement Age as defined in the Employer's Adoption Agreement, and if benefit payments commence to a Pre-Retirement Beneficiary on the first day of the month coinciding with or immediately following the date of the Participant's death, then the monthly death benefit payable to said Pre-Retirement Beneficiary shall be the monthly benefit that would have otherwise been payable to the Participant, assuming the Participant: (i) retired on the date of death, and (ii) elected the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died.

(4) Participant Death After Early Retirement Age; Deferred Payment by Spouse. If the Participant dies after attaining Early Retirement Age as defined in the Employer's Adoption Agreement, and if a Spouse who is eligible to receive the Auto A in-service death benefit hereunder defers payment in accordance with this Section, then the monthly benefit payable to the Spouse Beneficiary shall be the monthly Retirement benefit that would have otherwise been payable to the Participant, assuming that the Participant: (i) terminated employment on his date of death; (ii) survived until the date upon which the deferred benefit payments commence in accordance with the Spouse beneficiary's selected commencement date, and (ii) elected to retire on the benefit commencement date with the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died.

Section 8.04. Designation of Beneficiary. Unless otherwise provided in the Adoption Agreement or an Addendum thereto, a Participant may designate, on an Applicable Form provided for that purpose, one person as his Primary Pre-Retirement Beneficiary. If the Participant's employment with the Employer is terminated by reason of the Participant's death prior to his Retirement and if as of the date of the Participant's death the Participant has satisfied the minimum service and other eligibility requirements to be entitled to an in-service pre-retirement death benefit, said Primary Pre-Retirement Beneficiary shall receive the monthly pre-retirement death benefit elected by the Employer in the Adoption Agreement, provided the Primary Pre-Retirement Beneficiary survives the Participant by at least thirty-two (32) days in accordance with O.C.G.A. § 47-1-15 (a copy of which is included in the Appendix hereto). The Participant may additionally designate, on an Applicable Form provided for that purpose, one person as his Secondary Pre-Retirement Beneficiary. The monthly death benefit otherwise

payable to the Primary Pre-Retirement Beneficiary hereunder shall be payable to the Participant's designated Secondary Pre-Retirement Beneficiary in the event that: (1) the Participant's employment with the Employer is terminated by reason of the Participant's death prior to his Retirement; (2) the Primary Pre-Retirement Beneficiary does not survive the Participant by at least thirty-two (32) days; and (3) the Secondary Pre-Retirement Beneficiary survives the Participant by at least thirty-two (32) days.

Section 8.05. Change of Beneficiary. Designation of a Primary or Secondary Pre-Retirement Beneficiary may be changed by the Participant in writing on an Applicable Form provided for that purpose at any time prior to Retirement. Only the last such designation prior to Retirement shall have effect and any new designation of a Primary or Secondary Pre-Retirement Beneficiary invalidates, supersedes, and revokes any prior designation.

Section 8.06. Auto A In-Service Pre-Retirement Death Benefit; Default Beneficiary; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary.

(a) Effective with respect to deaths occurring on or after July 1, 2015, and except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, in the absence of a designation by the Participant, or if there is no Primary or Secondary Pre-Retirement Beneficiary to whom the Auto A in-service pre-retirement death benefit is payable under this Article, then the Auto A in-service pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this subsection. In such case, the Participant's surviving Spouse shall be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this subsection, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days.

(b) Effective with respect to deaths occurring on or after July 1, 2015, and except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, if there is no Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse) to whom the Auto A in-service death benefit is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's Vested Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to the Pre-Retirement Beneficiary. Such lump sum Actuarial Equivalent shall be determined as if the Participant had Terminated Employment on the date immediately preceding his date of death and received a lump sum distribution of said benefit under Section 7.05, determined without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

(c) Effective with respect to deaths occurring before July 1, 2015, in the absence of a designation by the Participant, or if there is no Primary or Secondary Pre-Retirement Beneficiary to whom a pre-retirement death benefit is payable under this Article, then the pre-retirement death benefit shall be paid to the Participant's surviving Default Beneficiary in accordance with this subsection. For purposes of this subsection, the Participant's Default Beneficiary(ies) shall be as follows: (a) the Participant's surviving Spouse; or (b) if there is no surviving Spouse, the Participant's surviving Children; or (c) if there is no surviving Spouse or Children, the Participant's surviving Parent(s). For purposes of this Section, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. For purposes of this subsection, the term "Spouse" shall be as defined in Section 2.62. The term "Child" or "Children" shall be as defined in Section 2.12. The term "Parent" shall be as defined in O.C.G.A. §19-11-3(7), determined as of the date of the Participant's death. Notwithstanding any other provision to the

contrary, if a death benefit becomes payable to more than one Child of the Participant under this subsection, then such benefit shall be paid to each such Child and calculated in a manner to provide each Child with an equal monthly benefit which ceases on the date such Child reaches age twenty-two (22). Such benefit shall be calculated using the factors contained in Section 12.06. If a death benefit is payable to more than one surviving Parent of the Participant under this subsection, then such benefit shall be calculated in a manner to provide each such Parent with the same monthly benefit amount for his or her lifetime. If a Child who is receiving a monthly benefit hereunder reaches age twenty-two (22) or if a Child or Parent receiving a monthly benefit hereunder dies, this shall not affect the monthly benefit amount any other Child or Parent is receiving. Except as otherwise provided in Section 8.07, if there is no Primary, Secondary, or Default Beneficiary to whom a death benefit is payable, then no death benefit is payable under the Plan.

Section 8.07. Actuarial Reserve In-Service Pre-Retirement Death Benefit; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary.

(a) Effective with respect to deaths occurring on or after July 1, 2015, and except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, with respect to the Actuarial Reserve in-service death benefit only, if there is no Primary or Secondary Pre-Retirement Beneficiary to whom the death benefit is payable, then the Actuarial Reserve in-service pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this Section, in which case the Participant's surviving Spouse shall be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this Section, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days.

(b) Effective with respect to deaths occurring on or after July 1, 2015, if there is no Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse) to whom the death benefit is payable, then the Actuarial Equivalent of the Participant's vested Accrued Retirement Benefit shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such Actuarial Equivalent shall be determined as if the Participant had terminated employment on the date immediately preceding his date of death and received a lump sum distribution of his benefit under Section 7.05, determined without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

(c) Effective with respect to deaths occurring before July 1, 2015, with respect to the Actuarial Reserve in-service death benefit only, if there is no Primary, Secondary or Default Pre-Retirement Beneficiary to whom a death benefit is payable under Section 8.06, then the Actuarial Equivalent of the Participant's vested Accrued Retirement Benefit shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such Actuarial Equivalent shall be determined as if the Participant had terminated employment on the date immediately preceding his date of death and received a lump sum distribution of his benefit under Section 7.05, determined without reference to the maximum cash-out limits of said Section.

Section 8.08. Terminated Vested Death Benefits. If the Employer elects in the Adoption Agreement to provide a death benefit for Terminated Vested Participants or for certain classes of Terminated Vested Participants, then in the event such a Terminated Vested Participant dies before the effective Retirement Date, there shall be paid to the Pre-Retirement Beneficiary the terminated vested death benefit specified in the Adoption Agreement, provided

the requirements of this Article are satisfied and except as otherwise provided in this Article. Notwithstanding any provision to the contrary, effective October 1, 2016, an Adopting Employer that had not previously elected in its Adoption Agreement or Addendum thereto to provide a Terminated Vested death benefit to one or more classes of Participants shall be deemed to have elected by default to provide the Terminated Vested Auto A Death Benefit to such class or classes of Participants who terminate employment on or after such date.

Section 8.09. Terminated Vested Auto A Death Benefit. The Employer may elect in the Adoption Agreement to provide the Auto A Death Benefit for one or more classes of Terminated Vested Participants. In such case, the Employer shall designate in the Adoption Agreement the minimum Service and other eligibility requirements a Terminated Vested Participant must satisfy in order to be entitled to such benefit. Provided a Terminated Vested Participant satisfies such requirements, then in the event that the Terminated Vested Participant dies prior to his effective Retirement date, his Pre-Retirement Beneficiary may apply to receive a lifetime monthly death benefit subject to the provisions of this Section. If the Terminated Vested Participant's Pre-Retirement Beneficiary is the Terminated Vested Participant's Spouse, then the lifetime monthly death benefit payable to the Spouse Beneficiary under this Section shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death. Alternatively, the Spouse Beneficiary may elect to defer benefit payment commencement until the first day of any month up to and including the date the Participant would have attained Normal Retirement Age as determined under the Employer's Adoption Agreement. A Spouse designated as beneficiary shall be considered to have deferred benefit payment commencement until the first day of the month following the date the Spouse makes application for payment of death benefits. If the Pre-Retirement Beneficiary is not the

Spouse of the Terminated Vested Participant, then the lifetime monthly death benefit payable to the beneficiary under this Section shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death. Benefits under this Section shall be computed as follows:

(a) Terminated Vested Participant Death Before Early Retirement Age; Payment Before Early Retirement Age. If a Terminated Vested Participant dies before attaining Early Retirement Age as defined in the Adoption Agreement, and if benefit payments commence to a beneficiary before the Terminated Vested Participant would have attained Early Retirement Age, then the monthly death benefit payable to the beneficiary shall be the Actuarial Equivalent of the monthly Retirement benefit amount that would have otherwise been payable to the Terminated Vested Participant, assuming: (i) the Terminated Vested Participant survived until Normal Retirement Age; and (ii) the Terminated Vested Participant elected the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died. Said benefit shall be calculated in accordance with the actuarial assumptions specified in Section 12.06.

(b) Terminated Vested Participant Death Before Early Retirement Age; Deferred Payment by Spouse Until After Early Retirement Age. If the Terminated Vested Participant dies before attaining Early Retirement Age as defined in the Adoption Agreement and a Spouse designated as beneficiary defers payment until a date which is on or after the date the Terminated Vested Participant would have attained Early Retirement Age, then the monthly death benefit payable to the Spouse shall be the monthly Retirement benefit that would have otherwise been payable to the Terminated Vested Participant, assuming that: (i) the Terminated Vested Participant survived until the date upon which the deferred benefit payments commence in

accordance with the Spouse's selected benefit commencement date; and, (ii) the Terminated Vested Participant elected on such date to retire with the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died.

(c) Terminated Vested Participant Death After Early Retirement Age; Payment Upon Death. If the Terminated Vested Participant dies after attaining Early Retirement Age as defined in the Adoption Agreement, and if benefit payments commence to a beneficiary on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death, then the monthly death benefit payable to the beneficiary shall be the monthly benefit that would have otherwise been payable to the Terminated Vested Participant, assuming: (i) the Terminated Vested Participant retired on the date of death, and (ii) the Terminated Vested Participant elected the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died.

(d) Terminated Vested Participant Death After Early Retirement Age; Deferred Payment by Spouse. If the Terminated Vested Participant dies after attaining Early Retirement Age, and if a Spouse designated as beneficiary defers payment in accordance with this Section, then the monthly benefit payable to the Spouse shall be the monthly Retirement benefit that would have otherwise been payable to the Terminated Vested Participant, assuming that: (i) the Terminated Vested Participant survived until the date upon which the deferred benefit payments commence in accordance with the Spouse's selected commencement date, and (ii) the Terminated Vested Participant elected to retire on such date with the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died.

(e) Auto A Terminated Vested Death Benefit; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement

Beneficiary. Effective with respect to deaths occurring on or after July 1, 2015, and except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, in the absence of a designation by the Participant, or if there is no Primary or Secondary Pre-Retirement Beneficiary to whom the terminated vested Auto A death benefit is payable under this Article, then said pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this Section, in which case the surviving Spouse will be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this Section 8.09(e), the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse) to whom the terminated vested Auto A death benefit is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's vested Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such lump sum Actuarial Equivalent shall be determined as if the Participant had received a lump sum distribution of said benefit under Section 7.05, calculated as of the date on which the payment is made, without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

(f) Calculation of Benefits. Benefits under this Section shall be calculated taking into account only the Participant's Total Credited Service and Final Average Earnings (where applicable) as of the date of his Termination of Employment with Adopting Employer, and the applicable benefit formula in effect on the date of said Termination.

Section 8.10. Accrued Retirement Benefit.

(a) Effective with respect to deaths occurring on or after July 1, 2015, the Employer may elect in the Adoption Agreement to provide a death benefit consisting of the Accrued Benefit for one or more classes of Terminated Vested Participants. In such case, the Employer shall designate the minimum service and other eligibility requirements a Terminated Vested Participant must satisfy in order to be entitled to such benefit. Provided a Terminated Vested Participant satisfies such requirements, then in the event that the Terminated Vested Participant dies prior to the effective Retirement date, the Pre-Retirement Beneficiary may apply to receive a lifetime monthly death benefit subject to the provisions of this subsection. Said benefit shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death. The monthly death benefit payable to the Participant's Pre-Retirement Beneficiary shall be the Actuarial Equivalent of the Terminated Vested Participant's Accrued Benefit, determined as of the date of the Participant's death, taking into account the Participant's Total Credited Service, Final Average Earnings, and the benefit formula in effect as of the date of the Participant's Termination. Effective with respect to deaths occurring on or after July 1, 2015, and except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, if there is no Primary or Secondary Pre-Retirement Beneficiary to whom said pre-retirement death benefit is payable, said pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this subsection, in which case the surviving Spouse will be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this subsection, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary to whom the benefit is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's vested Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the

lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such lump sum Actuarial Equivalent shall be determined as if the Participant had received a lump sum distribution of said benefits under Section 7.05, calculated as of the date on which the payment is made, without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

(b) The provisions of this subsection (b) were effective as of January 1, 2013 but were superseded by the provisions of subsection (c) below effective January 1, 2014. The Employer may elect in the Adoption Agreement to provide a death benefit consisting of the Accrued Retirement Benefit for one or more classes of Terminated Participants. In such case, the Employer shall designate the minimum Service and other eligibility requirements a Terminated Participant must satisfy in order to be entitled to such benefit. Provided a Terminated Participant satisfies such requirements, then in the event that the Terminated Participant dies prior to the effective Retirement date, the Pre-Retirement Beneficiary may apply to receive a lifetime monthly death benefit subject to the provisions of this subsection. Said benefit shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Participant's death. The monthly death benefit payable to the Participant's Pre-Retirement Beneficiary shall be the Actuarial Equivalent of the Terminated Participant's death, taking into account the Participant's Total Credited Service, Final Average Earnings, and the benefit formula in effect as of the date of the Participant's Termination.

(c) The provisions of this subsection (c) were effective as of January 1, 2014 but were superseded by the provisions of subsection (a) effective July 1, 2015. The Employer may elect in the Adoption Agreement to provide a death benefit consisting of the Accrued Benefit for one or more classes of Terminated Participants. In such case, the Employer shall designate the

minimum Service and other eligibility requirements a Terminated Participant must satisfy in order to be entitled to such benefit. Provided a Terminated Participant satisfies such requirements, then in the event that the Terminated Participant dies prior to the effective Retirement date, the Pre-Retirement Beneficiary may apply to receive a lifetime monthly death benefit subject to the provisions of this subsection. Said benefit shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Participant's death. The monthly death benefit payable to the Participant's Pre-Retirement Beneficiary shall be the Actuarial Equivalent of the Terminated Participant's Accrued Benefit, determined as of the date of the Participant's death, taking into account the Participant's Total Credited Service, Final Average Earnings, and the benefit formula in effect as of the date of the Participant's Termination.

Section 8.11. Designation of Terminated Vested Pre-Retirement Beneficiary. The Primary and Secondary Pre-Retirement Beneficiary designated by the Participant to receive in-service death benefits under Section 8.04 shall automatically be considered the Participant's Primary and Secondary Pre-Retirement Beneficiary for purposes of payment of terminated vested pre-retirement death benefits, if any, under the Employer's Plan. If the Participant changes his beneficiary designation in accordance with Section 8.05, his designation under this Section shall be considered changed as well to reflect the new designation. In the absence of a designation by the Participant, or if there is no Primary or Secondary Pre-Retirement Beneficiary to whom a terminated vested pre-retirement death benefit is payable upon the Participant's death, then the terminated vested pre-retirement death benefit otherwise payable, if any, shall be paid to the Participant's surviving Spouse in accordance with and subject to the applicable provisions of this Article, in which case the surviving Spouse will be considered the Pre-Retirement

Beneficiary under the Plan. For purposes of this Section, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary to whom a death benefit is payable, the death benefit shall be payable to the Participant's estate in accordance with and subject to the applicable provisions of this Article.

Section 8.12. Participant Death After Retirement Benefit Commencement. With respect to retirement applications received by GMEBS on or after July 1, 2011, upon the death of a Retired Participant subsequent to his Retirement, there shall be payable to the Participant's designated Post-Retirement Beneficiary, a benefit to be determined as follows:

(a) If the Participant has elected a form of payment that does not permit designation of a Post-Retirement Beneficiary (Option A), as provided in Article VII, or if he has elected a form of payment that does permit such designation (Option B or C) and his designated Post-Retirement Beneficiary does not survive him, no further payment of any kind whatsoever shall be made at the death of the Participant, except as provided in subsection (b) below.

(b) Except as otherwise provided in an Addendum to the Adopting Employer's Adoption Agreement, in the event that a Retired Participant who has elected a form of payment that does not permit designation of a Post-Retirement Beneficiary (Option A), as provided in Article VII, dies after Retirement benefit payments have commenced but before the Retired Participant has received at least thirty-six (36) monthly Retirement benefit payments, a one-time lump sum death benefit shall become payable which shall be equal to the amount of the Participant's initial Retirement benefit (determined as of the date such monthly Retirement benefit commenced) multiplied by thirty-six (36); provided, however, that the total amount of such lump-sum death benefit shall be reduced by the aggregate amount of Retirement benefits paid to such Retired Participant. The one-time lump sum death benefit shall be payable to the

Retired Participant's surviving Spouse. In such case, the Participant's surviving Spouse shall be considered the designated beneficiary under the Plan for purposes of this subsection (b). In the event that: (1) such Retired Participant does not have a Spouse at the time of the Retired Participant's death; or (2) such Retired Participant does have a Spouse at the time of the Retired Participant's death but such Spouse does not survive the Retired Participant by at least thirty-two (32) days; or (3) such Retired Participant does have a Spouse at the time of the Retired Participant's death but such Spouse does not within six (6) months following the Retired Participant's death provide the Administrator with documentation which the Administrator deems sufficient to verify that he or she was the Retired Participant's Spouse at the time of the Retired Participant's death, the lump-sum death benefit described in this subsection 8.12(b) shall be paid to the estate of the Retired Participant. The lump sum death benefit described in this subsection 8.12(b) shall not be considered part of the standard benefit payment form (Option A) for purposes of determining actuarial equivalence. The lump sum death benefit paid pursuant to this subsection 8.12(b) shall be included in determining the sum of all benefits paid to the Participant for purposes of determining the amount of any refund of Employee Contributions payable under Section 13.06. For purposes of this subsection, the term "surviving" shall mean surviving the Retired Participant by at least thirty-two (32) days.

(c) If the Participant has elected a form of payment that permits designation of a Post-Retirement Beneficiary (Option B or C) as provided in Article VII, and his designated Post-Retirement Beneficiary survives him, benefits shall be payable to the Post-Retirement Beneficiary as provided by the option elected, commencing the month following the Participant's last benefit payment month.

ARTICLE IX.

TERMINATION BEFORE RETIREMENT; VESTING

Section 9.01. **Vesting Requirement for Deferred Retirement Benefit.** An Employer may establish different vesting requirements for different classes of Eligible Employees in the Adoption Agreement. A Participant whose employment is terminated for any reason other than death or Retirement shall be entitled to a Vested right in the Accrued Benefit only if the Participant meets the Qualifications for a deferred Vested Retirement benefit specified in the Adoption Agreement. Payment of such Vested Retirement Benefit shall commence on the first day of the month in which the effective Retirement Date occurs and shall be payable on the first day of each month thereafter during the lifetime of the Participant, unless the Participant elects an optional form of benefit payment under Article VII. The amount of such Monthly Retirement Benefit shall be computed in the manner prescribed for Normal or Early Retirement in Article VI, as applicable, but based upon the Participant's Final Average Earnings (if applicable) and Total Credited Service up to the Participant's date of Termination of Employment with the Adopting Employer. Unless otherwise provided in the Adoption Agreement or in an Addendum thereto, in the event that an Eligible Regular Employee terminates employment with an Adopting Employer and returns to service with such Adopting Employer as an elected or appointed member of the Governing Authority, the portion of the monthly benefit attributable to Credited Service as an Eligible Regular Employee shall be computed based upon Credited Service as an Eligible Regular Employee and the benefit formula in effect as of the latest termination of employment as an Eligible Regular Employee. Likewise, in the event that an elected or appointed member of the Governing Authority vacates such office and returns to service with the Adopting Employer as an Eligible Regular Employee, the portion of the monthly benefit attributable to Credited Service as an elected or appointed member of the Governing Authority shall be computed based

upon Credited Service as an elected or appointed member of the Governing Authority and the benefit formula in effect as of such individual's latest vacation of such office. Notwithstanding any other provision of the Plan to the contrary, if a Participant has satisfied the requirements for Normal Retirement as of the date of his Termination, the Participant shall be one hundred percent (100%) Vested in the Normal Retirement benefit.

Section 9.02. Termination of Tenure of Office Before Retirement. Unless otherwise specified by the Employer in the Adoption Agreement, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer, and who vacates office for any reason other than death or Retirement shall be entitled to a Vested right in the portion of his Accrued Benefit attributable to his Credited Service as an elected or appointed member of the Governing Authority only if he meets the qualifications for a deferred Vested benefit applicable to elected or appointed members of the Governing Authority and Municipal Legal Officers as specified in the Adoption Agreement. Unless otherwise specified in the Employer's Adoption Agreement or Addendum thereto, if a Participant has Credited Service both as an elected or appointed member of the Governing Authority or a Municipal Legal Officer and as an Eligible Regular Employee of the Adopting Employer, the Participant's combined Total Credited Service shall be taken into account in determining whether the Participant has satisfied the minimum service requirements for vesting under the Plan and the minimum service requirements for benefit eligibility under the Plan that are applicable to Eligible Regular Employees, Municipal Legal Officers, and/or elected or appointed members of the Governing Authority, as applicable.

Section 9.03. Immediate Vesting in Disability Retirement Benefit. If the Employer elects in the Adoption Agreement to provide Disability benefits, and unless otherwise specified

in the Adoption Agreement, a Participant who is Disabled and otherwise meets the Plan's eligibility requirements for payment of a Disability Retirement Benefit shall be considered 100% Vested in such benefit.

Section 9.04. Involuntary Termination Without Cause. Notwithstanding any more restrictive vesting requirement imposed by the Employer in the Adoption Agreement, a Participant whose employment is terminated involuntarily and without cause shall be entitled to a Vested Benefit if he has completed five (5) years of Total Credited Service. For the purpose of this condition, "cause" for dismissal shall mean negligence or inefficiency in performing the duties of the position held, unfitness to perform assigned duties, insubordination, or misconduct reflecting discredit on the Adopting Employer or upon the Governing Authority.

Section 9.05. Portability between Adopting Employers.

(a) This Section applies to a Participant, other than an elected or appointed member of the Governing Authority or Municipal Legal Officer, whose employment is terminated either voluntarily or involuntarily after participation in the Plan, provided that with respect to a Participant who terminates employment on or after January 1, 2015, such Participant has at least one (1) year of Credited Service with the Employer. This one (1) year minimum shall not apply with respect to a Participant,

(1) whose immediate prior employment was with another GMEBS Employer, and under whose Plan in effect prior to January 1, 2015, the Participant was subject to a waiting period and the Participant had satisfied such waiting period prior to his Termination of Employment with such prior GMEBS Employer, or

(2) (A) who is not described in paragraph 9.05(a)(1) above, and whose Employer's Plan contains an Addendum provision which was in effect prior to January 1,

2015, which provides for a waiting period of less than one (1) year to commence participation in the Plan, and (B) who was employed with said Employer prior to January 1, 2015 and satisfies such time limitation prior to Termination. With respect to an Employee described in this paragraph 9.05(a)(2), this Section shall become applicable to such Employee once he or she has satisfied such waiting period.

(b) Subject to any limitations or conditions contained in the Employer's Adoption Agreement, in determining whether a Participant has satisfied the minimum service requirements for Vesting and the minimum service requirements for Retirement and, for Participants who terminate on or after September 26, 2014, pre-retirement death benefit eligibility, under the Adoption Agreement of any GMEBS Adopting Employer, the Participant's Total Credited Service with all other of the Participant's past and future Adopting Employers shall be taken into account. In no event, however, shall service with one GMEBS Employer be used to calculate the benefit amount due the Participant from another GMEBS Employer. Prior to January 1, 2015, except as otherwise provided in Section 4.02(c)(7) concerning immediate participation for Participants who transfer from one GMEBS Adopting Employer to another, service with one GMEBS Adopting Employer may not be used to establish participation in another Adopting Employer's plan.

Section 9.06. Forfeiture of Benefits for Public-Employment Related Crimes, Other Crimes.

(a) Benefits otherwise payable under the Plan shall be reduced or forfeited, as applicable, upon final conviction for a public employment-related crime or final conviction for a drug-related crime, in accordance with and subject to the applicable provisions of O.C.G.A. § 47-1-20 through 47-1-25 (a copy of which is included in the Appendix hereto). The terms of

O.C.G.A. § 47-1-20 et seq. are incorporated herein by reference, including any future amendments thereto.

(b) Survivor benefits or refunds otherwise payable to a person upon the death of a Participant, Terminated Vested Participant, Retired Participant, or beneficiary shall be forfeited if the person commits or conspires to commit murder or involuntary manslaughter against a Participant, Terminated Vested Participant, Retired Participant, or beneficiary, in accordance with and subject to the applicable provisions of O.C.G.A. § 47-1-24 (a copy of which is included in the Appendix hereto). The terms of said code section are incorporated herein by reference, including any future amendments thereto.

(c) If the Adopting Employer receives information that a Participant, Terminated Vested Participant, Retired Participant or beneficiary has been convicted of any crime referenced in this Section which could potentially result in reduction or forfeiture of benefits, the Adopting Employer shall notify the Administrator when it receives notice of such conviction.

Section 9.07. Forfeitures.

(a) Effective on and after January 1, 2014, if the Adopting Employer is unable to determine the whereabouts of and payment information for any Participant, beneficiary or surviving Spouse to whom a payment (e.g., a payment of Retirement, Disability or Death benefits) is due and provide such information to the Administrator within a period of six (6) months from the later of: 1) the date on which the Administrator became aware that such payment became due and payable, or 2) the date on which the Administrator became unable to continue processing payments to the Participant, beneficiary or surviving Spouse due to changes in his or her bank account, address, or other necessary information, the Administrator shall direct that the payment and all remaining payments, if any, otherwise due to the Participant, beneficiary

or surviving Spouse be cancelled on the records of the Plan and the amount thereof be treated as a forfeiture. Likewise, if the Adopting Employer is unable to determine the whereabouts of and payment information for any Participant, surviving Spouse or estate, as applicable, to whom a return of Employee Contributions due pursuant to Section 13.03 or Section 13.06 of this Master Plan or pursuant to the Adopting Employer's Adoption Agreement or an Addendum thereto and provide such information to the Administrator within a period of six (6) months from such Participant's Termination of Employment (for non-vested Participants and for vested Participants whose Employee Contributions are required to be refunded following termination provided a refund to vested Participants does not result in forfeiture of Credited Service under the Plan), a vested Participant's request for a return of contributions, or, in a case of failure to exhaust, the date of a Participant's death, the Administrator shall direct that the return of Employee Contributions otherwise due to the Participant, surviving Spouse or estate, as applicable, be cancelled on the records of the Plan and the amount thereof be treated as a forfeiture and placed in the Employer's GMEBS Trust Fund.

(b) In the event that a payment (e.g., a return of Employee Contributions, or a payment of Retirement, Disability or Death benefits) is due to the estate of a Participant or beneficiary but the Administrator is unable to process such payment due to the absence of said estate or lack of information needed to process payment to said estate, or, following the expiration of six (6) months after the date on which the payment is issued the payment remains outstanding, the Administrator shall so notify the Adopting Employer. The Adopting Employer shall attempt to locate documents establishing such estate, a correct address or bank account or other necessary information to process such payment. If the Adopting Employer is unable to ascertain such documentation or information within six (6) months after receiving notice from

the Administrator of the outstanding payment, the Administrator shall direct that the payment be cancelled on the records of the Plan and the amount thereof be treated as a forfeiture.

(c) Notwithstanding the foregoing provisions of this Section, if a Participant, beneficiary or surviving Spouse whose whereabouts or payment information is unknown and whose benefits are forfeited pursuant to this Section subsequently claims such benefits on the Applicable Form, such forfeited benefit shall be reinstated and shall be paid retroactively, without interest, to the date of the first cancelled payment. Likewise, if the executor of an estate to which a payment was forfeited pursuant to paragraph (b) above subsequently claims such benefits on the Applicable Form, the forfeited benefit shall be reinstated and shall be paid, without interest, to the estate.

(d) Forfeitures arising from the inability to determine the whereabouts of or payment information for a Participant, beneficiary or surviving Spouse, or arising from Termination of Employment, withdrawal or any other reason may not be applied to increase the benefits any individual would otherwise receive under the Plan. Forfeitures will remain Trust assets, and as such, may be used to reduce an Adopting Employer's contribution.

(e) Notwithstanding any provision to the contrary, in the event that a return of Employee Contributions otherwise due to a Participant, to a surviving Spouse, to the estate of a Participant or of a Pre-Retirement or Post-Retirement Beneficiary, or to another individual or estate, as applicable, is cancelled on the records of the Plan and the amount thereof is treated as a forfeiture pursuant to this Section 9.07, including subsection (c), interest on such Employee Contributions shall cease to accrue as of the date on which the Administrator directs that the return of Employee Contributions be cancelled.

ARTICLE X.

DISTRIBUTION AND ROLLOVER RULES

Section 10.01. Distribution Rules Imposed by Federal Law. Notwithstanding any provision of this Plan to the contrary, any distribution under the Plan shall be made in accordance with Code Section 401(a)(9) and the Treasury regulations promulgated thereunder, including the incidental benefit rules under Code Section 401(a)(9)(G), and shall comply with the following rules:

(a) With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2002, the Plan shall apply the minimum distribution requirements of Code Section 401(a)(9) in accordance with the Final Regulations under Code Section 401(a)(9) that were issued on April 17, 2002, and June 15, 2004, notwithstanding any provision of the Plan to the contrary. GMEBS is coordinating the compliance with the Final Regulations to comply with the good faith reasonable standard of Pension Protection Act of 2006 Section 823.

(b) A Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. For purposes of this Section, "required beginning date" means April 1 of the calendar year following the later of (i) the calendar year in which the Participant reaches age seventy and one-half (70½), or (ii) the calendar year in which the Participant Retires.

(c) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or

by December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70½), if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, over the life of the designated beneficiary or over a period certain not exceeding:

(A) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(B) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (c), other than (c)(1), will apply as if the surviving spouse were the Participant.

If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under this subsection (c)), the date distributions are considered to begin is the date distributions actually commence.

(d) The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under subsection (c)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

(e) Any additional benefits accruing to the Participant in a calendar year after the first distribution year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(f) If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the applicable table set forth in the Treasury Regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary and a period certain

annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(g) Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under applicable simple life table set forth in the Treasury Regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age seventy (70), the applicable distribution period for the Participant is the distribution period for age seventy (70) under the applicable single life table as set forth in the Treasury Regulations plus the excess of seventy (70) over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section, or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the applicable joint life table set forth in the Treasury Regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(h) A Participant or beneficiary eligible for benefits from an Adopting Employer's Plan must complete and return the Applicable Form provided for such purpose in order to commence distribution of benefits. Any excise tax under Code Section 4974 that results from a failure to timely apply for distribution of benefits under the Plan shall be the responsibility of the Participant or beneficiary, as applicable.

Section 10.02. Rollover of Distributions. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The following definitions shall apply to this Section:

(a) An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten (10) years or more; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); (iii) the portion of any distribution that is not includible in gross income; or (iv) any other distributions which the Internal Revenue Service does not consider eligible for rollover treatment, such as certain corrective distributions necessary to comply with the provisions of Code Section 402(g) or 415. Effective January 1, 2002, an Eligible Rollover Distribution also includes a distribution to a surviving spouse. Effective January 1, 2002, a portion of a distribution will not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax Employee Contributions that are not includible in gross income. However, such portion may be transferred only to a (1) traditional individual retirement account or annuity described in IRC 408(a) or (b) (a "traditional IRA") or a Roth individual retirement account or annuity described in IRC 408(A) (a "Roth IRA"), or (2) to a qualified defined contribution defined benefit or annuity plan described in IRC 401(a) or 403(a) or to an annuity contract described in IRC 403(b), if such plan or contract provides for

separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(b) An "Eligible Retirement Plan" is any one of the following that accepts the Distributee's Eligible Rollover Distribution: (i) a traditional IRA; (ii) a Roth IRA; (iii) an annuity plan described in Code Section 403(a); or (iv) a qualified defined benefit or defined contribution plan described in Code Section 401(a). Effective for distributions made after December 31, 2001, an Eligible Retirement Plan will also include an eligible deferred compensation plan described in Code Section 457(b) which is maintained by an eligible employer described in Code Section 457(e)(1)(A) that agrees to separately account for amounts transferred into that plan; or an annuity plan described in Code Section 403(b); and effective for distributions made after December 31, 2007, an Eligible Retirement Plan will also include a Roth IRA described in Code Section 408A. The portion of an Eligible Rollover Distribution that is not includible in gross income may be transferred only to an individual retirement account or individual retirement annuity described in Code Sections 408(a) or 408(b), a qualified defined contribution plan described in Code Section 401(a), a qualified plan described in Code Section 403(a), or on or after January 1, 2007, to a qualified defined benefit plan described in Code Section 401(a) or an annuity contract described in Code Section 403(b), that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(c) A "Distributee" includes an employee or former employee. A Distributee also includes the employee's or former employee's surviving spouse. Effective January 1, 2008, a

Distributee further includes a nonspouse beneficiary who is a designated beneficiary as defined by Code Section 401(a)(9)(E). However, a nonspouse beneficiary may only make a direct rollover of the distribution to an individual retirement account or individual retirement annuity established for the purpose of receiving the distribution, and the account or annuity will be treated as an "inherited" individual retirement account or annuity.

(d) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(e) Notwithstanding subsection (a), if an Eligible Rollover Distribution is expected to total less than Two Hundred Dollars (\$200) during a year, such payment may not be directly rolled over.

Section 10.03. Acceptance of Eligible Rollover Distributions. To the extent permitted by the applicable provisions of the Code and regulations issued thereunder, for the purpose of purchasing Credited Service or repaying withdrawn Employee Contributions (including any Contributions made to purchase prior service credit, as applicable) as permitted under the Plan and the Employer's Adoption Agreement (i) a Participant may contribute to the Plan as a rollover contribution a qualified rollover amount from a qualified plan under Code Section 401(a), an annuity plan under Code Section 403(a), an individual retirement account or annuity under Code Sections 408(a) or (b), a governmental deferred compensation plan under Code Section 457(b), or a tax-sheltered annuity under Code Section 403(b), that is includible in taxable income; or (ii) effective as of June 24, 2009, a Participant may make a direct rollover to the Plan of a qualified rollover amount from a qualified plan under Code Section 401(a) consisting of after-tax employee contributions that is not includible in taxable income provided that such amount will be separately accounted for under the Plan; provided, further, that the

Administrator, in its discretion, determines that the contribution satisfies all applicable requirements of the Code. Such rollovers will be allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance the Administrator deems appropriate.

Section 10.04. Acceptance of Trustee-to-Trustee Transfers. A Participant may make a direct trustee-to-trustee transfer from another Code Section 401(a) qualified retirement plan, a governmental deferred compensation plan under Code Section 457(b), or a tax-sheltered annuity under Code Section 403(b) for the purchase of permissive service credit, as defined in Code Section 415(n)(3)(A) and as permitted under the Plan and the Employer's Adoption Agreement, or for a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3), as permitted under the Plan and the Employer's Adoption Agreement. Such transfers will be allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance the Administrator deems appropriate.

ARTICLE XI.

LIMITATIONS ON BENEFITS

Section 11.01. Effective Date. The Plan shall be administered so as to comply with this Article for limitation years beginning on or after July 1, 2007, except as otherwise provided herein.

Section 11.02. Limitation on Annual Benefit.

(a) In no event shall the aggregate annual benefit for a calendar year (the "limitation year") provided under this Plan and all other defined benefit plans (without regard to whether the plan has terminated) of the Employer for any Participant exceed an amount equal to One Hundred Sixty Thousand Dollars (\$160,000) as adjusted pursuant to Code Section 415(d)(1)(A).

(b) Adjustment for Benefits Commencing Before Age 62.

(1) If the retirement income benefit under the Plan begins before age sixty-two (62) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar (\$160,000) limitation for the Participant's retirement income benefit commencement date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's retirement income benefit commencement date that is the actuarial equivalent of the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for the retirement income benefit commencement date (expressing the Participant's age based on completed calendar months as of the retirement income benefit commencement date).

(2) If the retirement income benefit under the Plan begins before age sixty-two (62) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar (\$160,000) limitation for the Participant's retirement income benefit commencement date is the lesser of the limitation determined under paragraph (1) and the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's

retirement income benefit commencement date to the annual amount of the immediately commencing straight life annuity under the Plan at age sixty-two (62), both determined without applying the limitations of this Article.

(3) If the retirement income benefit under the Plan begins before age sixty-two (62) and occurs in a limitation year that begins on or after January 1, 2002, but prior to July 1, 2007, the determination as to whether the One Hundred Sixty Thousand Dollars (\$160,000) limitation has been satisfied shall be made by reducing the One Hundred Sixty Thousand Dollars (\$160,000) limitation so that such limitation (as so reduced) equals an annual benefit (beginning when such retirement income benefit begins) which is equivalent to a One Hundred Sixty Thousand Dollars (\$160,000) annual benefit beginning at age sixty-two (62). The age reduced dollar limit shall be the lesser of the equivalent amount computed using the actuarial table in Section 12.01 of the Plan for actuarial equivalence for early retirement benefits, and the amount computed using five percent (5%) interest and the applicable mortality table (to the extent that the mortality decrement is used prior to age sixty-two (62)).

(c) Adjustment for Benefits Commencing After Age 65.

(1) If the retirement income benefit under the Plan begins after age sixty-five (65) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar (\$160,000) limitation at the Participant's retirement income benefit commencement date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's retirement income benefit commencement date that is the

actuarial equivalent of the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required), with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for that retirement income benefit commencement date as specified in Section 11.02(e)(2)(B) of the Plan (expressing the Participant's age based on completed calendar months as of the retirement income benefit commencement date).

(2) If the retirement income benefit under the Plan begins after age sixty-five (65) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar (\$160,000) limitation at the Participant's retirement income benefit commencement date is the lesser of the limitation determined under paragraph (1) and the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Participant's retirement income benefit commencement date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age sixty-five (65), both determined without applying the limitations of this Article. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's retirement income benefit commencement date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age sixty-five (65) but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity

under the Plan at age sixty-five (65) is the annual amount of such annuity that would be payable under the Plan to a hypothetical Participant who is age sixty-five (65) and has the same accrued benefit as the Participant.

(3) If the retirement income benefit under the Plan begins after age sixty-five (65) and occurs in a limitation year that begins on or after January 1, 2002, but prior to July 1, 2007, the One Hundred Sixty Thousand Dollar (\$160,000) limitation for the Participant's retirement income benefit commencement date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's retirement income benefit commencement date that is the actuarial equivalent of the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (i) the actuarial increase factors specified in Section 12.05 of the Plan; or (ii) a five percent (5%) interest rate assumption and the applicable mortality table as specified in Section 11.02(e)(2)(B) of the Plan.

(d) Notwithstanding the other requirements of this section, in adjusting the dollar limitation for the Participant's retirement income benefit commencement date under subsection (b) or (c), as applicable, no adjustment shall be made to the One Hundred Sixty Thousand Dollar (\$160,000) limitation to reflect the probability of a Participant's death between the retirement income benefit commencement date and age sixty-two (62), or between age sixty-five (65) and the retirement income benefit commencement date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the retirement income benefit commencement. To the extent benefits are forfeited upon death before the retirement income benefit commencement

date, such an adjustment shall be made. Furthermore, notwithstanding the requirements of this section, the adjustments provided for in subsections (b) and (c) shall not apply (i) in the event the Participant's benefit is based on at least fifteen (15) years of service as a full-time employee of any police or fire department or on fifteen (15) years of military service, or (ii) in the case of pre-retirement disability benefits or pre-retirement death benefits.

(e) Adjustment for Form Not Subject to Code Section 417(e)(3). For distributions made in any form other than a straight life annuity or a qualified joint and survivor annuity to which Code Section 417(e)(3) does not apply [generally, a monthly benefit], such benefit shall be adjusted to a straight life annuity, beginning at the same age, which is the actuarial equivalent of such benefit.

(1) For limitation years beginning before July 1, 2007, the actuarially equivalent straight life annuity for purposes of applying the limitations under Code Section 415(b) to benefits is equal to the greater of (or the reduced limitation applicable at the retirement income benefit commencement date which is the "lesser of" when adjusted in accordance with the following assumptions):

(A) the equivalent annual benefit computed using the interest rate and mortality table, or tabular factor, specified in Article XII of the Plan for actuarial equivalence for the particular form of benefit payable, and

(B) the equivalent annual benefit computed using a five percent (5%) interest rate assumption and the applicable mortality table described in Internal Revenue Service guidance (the mortality table specified in Revenue Ruling 98-1 prior to 2003 or Revenue Ruling 2001-62 on or after January 1, 2003).

(2) For limitation years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of (or the reduced limitation applicable at the retirement income benefit commencement date which is the "lesser of" when adjusted in accordance with the following assumptions):

(A) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same retirement income benefit commencement date as the Participant's form of benefit; and

(B) the annual amount of the straight life annuity commencing at the same retirement income benefit commencement date that has the same actuarial present value as the Participant's form of benefit, computed using a five percent (5%) interest rate assumption and the applicable mortality table described in Internal Revenue Service guidance (the mortality table specified in Revenue Ruling 2001-62 on or after January 1, 2003, or Internal Revenue Service Notice 2008-85 for years after December 31, 2008).

(f) Adjustment for Form Subject to Code Section 417(e)(3). As required by final Treasury Regulations, for distributions made in any form to which Code Section 417(e)(3) applies [generally, a lump sum benefit], such benefit shall be adjusted to a straight life annuity, beginning at the same age, which is the actuarially equivalent straight life annuity benefit which is the greatest of (or the reduced limitation applicable at the retirement income benefit commencement date which is the "least of" when adjusted in accordance with the following assumptions):

(1) The annual amount of the straight life annuity commencing at the retirement income benefit commencement date that has the same actuarial present value

as the particular form of benefit payable, computed using the interest rate and mortality table, or tabular factor, specified in Article XII of the Plan for actuarial experience;

(2) The annual amount of the straight life annuity commencing at the retirement income benefit commencement date that has the same actuarial present value as the particular form of benefit payable, computed using a five and five-tenths percent (5.5%) interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 98-1 prior to 2003 and Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62) and (ii) for years after December 31, 2008, the applicable mortality tables described in Code Section 417(e)(3)(B) (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B)); or

(3) the annual amount of the straight life annuity commencing at the retirement income benefit commencement date that has the same actuarial present value as the particular form of benefit payable computed using the applicable interest rate for the distribution under Internal Revenue Service guidance (the 30-year Treasury rate prior to January 1, 2008, using the rate in effect for the month prior to retirement; on and after January 1, 2008, using the rate in effect for the first day of the plan year with a one-year stabilization period; and on and after January 1, 2015, using the rate in effect for the September prior to the plan year of distribution with a one-year stabilization period) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in

Revenue Ruling 98-1 prior to 2003 and Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Code Section 417(e)(3)(B) (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B)), divided by one and five-one-hundredths (1.05). However, effective for benefits commencing during limitation years beginning after December 31, 2008, this paragraph (3) does not apply to a Plan maintained by an eligible employer as defined under Code Section 408(p)(2)(C)(i) (generally, an Employer that had no more than one hundred (100) employees who received at least Five Thousand Dollars (\$5,000) of compensation from the Employer during the preceding year).

(g) Limitations on benefits under this Article shall not apply where the total annual benefits payable to a Participant under this Plan and all other qualified defined benefit plans (whether or not terminated) of the Employer do not exceed Ten Thousand Dollars (\$10,000) in the aggregate. This minimum limitation is not applicable for a Participant whose Employer maintains or has maintained a defined contribution plan in which such Participant participated.

(h) The Ten Thousand Dollars (\$10,000) minimum limitation, if provided, must be reduced where a Participant has less than ten (10) years of service with the Employer at the time the Participant begins to receive retirement benefits under the Plan, and the maximum dollar limitation must be reduced where a Participant has less than ten (10) years of participation when retirement benefits under the Plan commence. These adjustments are made by multiplying the applicable limitations by the appropriate fraction:

(A) For the Ten Thousand Dollars (\$10,000) minimum limitation – Years of service with the employer as of and including, the current limitation year divided by ten (10); or

(B) For the maximum dollar limitation – Years of participation with the employer as of and including, the current limitation year divided by ten (10).

(i) For purposes of applying the limits under Code Section 415(b) (Limit), the following will apply:

(1) prior to any limitation year beginning on or after July 1, 2007, adjustments under Section 6.05, will be taken into consideration when determining a Participant's applicable Limit;

(2) for any limitation year beginning on or after July 1, 2007:

(A) a Participant's applicable Limit will be applied to the Participant's annual benefit in the Participant's first limitation year without regard to any automatic cost of living adjustments under Section 6.05;

(B) to the extent the Participant's benefit equals or exceeds the Limit, the Participant will no longer be eligible for cost of living adjustments under Section 6.05 until such time as the benefit plus the accumulated adjustments under Section 6.05 are less than the Limit;

(C) thereafter, in any subsequent limitation year, a Participant's annual benefit, including any automatic cost of living increases under Section 6.05, shall be tested under the then applicable benefit Limit including any adjustment to the Code Section 415(b)(1)(A) dollar limit under Code Section 415(d), and the regulations thereunder; but

(D) in no event shall a Participant's benefit payable under the Plan in any limitation year be greater than the Limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and the regulations thereunder. If the form of benefit without regard to the automatic benefit increase feature is not a straight life annuity, then the preceding provisions are applied by reducing the Code Section 415(b) limit applicable at the annuity starting date to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the death benefits under the form of benefit.

Section 11.03. Limitation on Annual Additions.

(a) Effective beginning on and after January 1, 2002, to the extent required under Code Section 415(c), in no event shall the "annual addition" for a Participant for any calendar year (the "limitation year"), exceed the lesser of:

(1) Forty Thousand Dollars (\$40,000)), as adjusted for increases in the cost of living under Code Section 415(d); or

(2) One hundred percent (100%)) of the "compensation" of such Participant received from an Adopting Employer during the limitation year.

(b) For purposes of this Section, "compensation" means all of a Participant's wages as defined in Code Section 3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)); provided, however, for limitation years beginning after December 31, 1997, compensation shall also include the amount of any elective deferrals,

as defined in Code Section 402(g)(3), and any amount contributed or deferred by the Adopting Employer at the election of the Employee and which is not includable in the gross income of the Employee by reason of Code Section 125 or 457, but shall exclude Employee contributions picked up under Code Section 414(h)(2). For limitation years beginning after December 31, 2000, compensation shall also include any amount deferred by the Adopting Employer at the election of the Employee which is not includable in the gross income of the Employee by reason of Code Section 132(f)(4). For limitation years beginning on or after July 1, 2007, the following types of payments, if paid by the later of (i) two and one-half (2½) months following a Participant's Termination of Employment, or (ii) the last day of the limitation year that includes the Participant's Termination of Employment, will be included as compensation for purposes of this Section: payments that, absent a Termination of Employment, would have been paid to the Participant while he or she continued in employment and that are regular compensation for services rendered, and payments of accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued. Any payments not described in the preceding sentence are not considered compensation if paid after severance from employment, even if they are paid within two and one-half (2½) months following severance from employment, except for payments to the individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service. An Employee who is in qualified military service (within the meaning of Code Section 414(u)(1)) shall be treated as receiving compensation from the Employer during such period of qualified military service equal to (i) the

compensation the Employee would have received during such period if the Employee were not in qualified military service, determined based on the rate of pay the Employee would have received from the Employer but for the absence during the period of qualified military service, or (ii) if the compensation the Employee would have received during such period was not reasonably certain, the Employee's average compensation from the Employer during the twelve (12) month period immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service). For limitation years beginning on or after July 1, 2007, a Participant's compensation for purposes of this Section shall not exceed the annual limit under Code Section 401(a)(17).

(c) For purposes of this Section, "annual addition" means the sum of the following amounts credited to a Participant's accounts for the limitation year under this Plan and any other plan maintained by an Employer: (i) employer contributions; (ii) employee contributions; (iii) forfeitures; and (iv) allocations under a simplified employee pension plan. Amounts allocated after March 31, 1984, to an individual medical account, as defined in Code Section 415(l)(2), which is part of a pension or annuity plan maintained by an Employer are treated as annual additions to a defined contribution plan. Also, amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Code Section 419A(d)(3), under a welfare benefit fund, as defined in Code Section 419(e), maintained by an Employer are treated as an annual additions to a defined contribution plan.

(d) If the annual addition for a Participant under the Plan would be greater than the annual addition for such Participant as limited by subsection (a), then the excess shall be

corrected as permitted under the IRS Employee Plans Compliance Resolution System (currently set forth in Revenue Procedure 2008-50).

Section 11.04. Code Section 415(e) Limits. For limitation years beginning on and after January 1, 2000, any benefit limitations applied pursuant to Code Section 415(e) shall no longer apply for employees or former employees who are Participants with an accrued benefit under the Plan on or after January 1, 2000.

Section 11.05. Limitations on Service Credit Purchases.

(a) Notwithstanding any other provision of law to the contrary, if an Adopting Employer adopts an Addendum to the Adoption Agreement that provides for service credit purchases, the Administrator may modify a request by a Participant to make an Employee Contribution if the amount of the Contribution would exceed the limits provided in Code Section 415 by using the following methods:

(1) If the law requires a lump sum payment for the purchase of service credit, the Administrator may establish a periodic payment plan for the Participant to avoid a contribution in excess of the limits under Code Sections 415(c) or 415(n).

(2) If payment pursuant to paragraph (1) will not avoid a contribution in excess of the limits imposed by Code Section 415(c), the Administrator may either reduce the Employee Contribution to an amount within the limits of that section or refuse the Participant's Contribution.

(b) Effective for any permissive service credit contributions made in limitation years beginning after December 31, 1997, if a Participant makes one (1) or more contributions to purchase permissive service credit under an Adopting Employer's Plan, then the requirements of this Section will be treated as met only if:

(1) the requirements of Code Section 415(b) are met, determined by treating the accrued benefit derived from all such Contributions as an annual benefit for purposes of Code Section 415(b), or

(2) the requirements of Code Section 415(c) are met, determined by treating all such Contributions as annual additions for purposes of Code Section 415(c).

(3) For purposes of applying paragraph (1), the Plan will not fail to meet the reduced limit under Code Section 415(b)(2)(C) solely by reason of this paragraph (3), and for purposes of applying paragraph (2), the Plan will not fail to meet the percentage limitation under Code Section 415(c)(1)(B) solely by reason of this subsection (b).

(4) For purposes of this subsection (b) the term "permissive service credit" means service credit—

(A) recognized by the Plan for purposes of calculating a Participant's benefit under the Plan,

(B) which such Participant has not received under the Plan, and

(C) which such Participant may receive only by making a voluntary additional contribution, in an amount determined under the Plan, which does not exceed the amount necessary to fund the benefit attributable to such service credit.

Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, such term may include service credit for periods for which there is no performance of service, and, notwithstanding subparagraph (B), may include service credited in order to provide an increased benefit for service credit which a Participant is receiving under the Plan.

(5) The Plan will fail to meet the requirements of this subsection (b) if—

(A) more than five (5) years of nonqualified service credit are taken into account for purposes of this paragraph (5), or

(B) any nonqualified service credit is taken into account under this subsection (b) before the Participant has at least five (5) years of participation under the Plan.

(6) For purposes of paragraph (5), effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, the term "nonqualified service credit" means permissive service credit other than that allowed with respect to—

(A) service (including parental, medical, sabbatical, and similar leave) as an employee of the Government of the United States, any State or political subdivision thereof, or any agency or instrumentality of any of the foregoing (other than military service or service for credit which was obtained as a result of a repayment described in Code Section 415(k)(3)),

(B) service (including parental, medical, sabbatical, and similar leave) as an employee (other than as an employee described in subparagraph (A)) of an education organization described in Code Section 170(b)(1)(A)(ii) which is a public, private, or sectarian school which provides elementary or secondary education (through grade 12), or a comparable level of education, as determined under the applicable law of the jurisdiction in which the service was performed,

(C) service as an employee of an association of employees who are described in subparagraph (A), or

(D) military service (other than qualified military service under Code Section 414(u)) recognized by such governmental plan.

In the case of service described in subparagraph (A), (B), or (C), such service will be nonqualified service if recognition of such service would cause a Participant to receive a retirement benefit for the same service under more than one Plan.

(7) In the case of a trustee-to-trustee transfer after December 31, 2001, to which Code Section 403(b)(13)(A) or 457(e)(17)(A) applies (without regard to whether the transfer is made between plans maintained by the same employer)—

(A) the limitations of paragraph (6) will not apply in determining whether the transfer is for the purchase of permissive service credit, and

(B) the distribution rules applicable under federal law to the Plan will apply to such amounts and any benefits attributable to such amounts.

(8) For an eligible Participant, the limitation of Code Section 415(c)(1) shall not be applied to reduce the amount of permissive service credit which may be purchased to an amount less than the amount which was allowed to be purchased under the terms of the Plan as in effect on August 5, 1997. For purposes of this paragraph (8), an eligible Participant is an individual who first became a Participant in the Plan before January 1, 1998.

Section 11.06. Interpretation of this Article.

(a) The annual additions and annual benefit of a Participant shall be adjusted pursuant to this Article so as to produce the maximum annual benefit and maximum annual additions permissible for such Participant.

(b) For purposes of this Section and subject to Code Section 415(h), all defined benefit plans of an Adopting Employer, whether or not terminated, are to be treated as a single defined benefit plan, and all defined contribution plans of an Adopting Employer are to be treated as a single defined contribution plan. However, Adopting Employers shall be considered as separate Employers in accordance with State law.

ARTICLE XII.

ACTUARIAL EQUIVALENT CONVERSION TABLES

Section 12.01. Early Retirement Reduction Table. Unless otherwise elected in the Adoption Agreement or an Addendum thereto, the following early retirement reduction table is to be used:

<u>Number of Years Before Normal Retirement*</u>	<u>Percentage of Normal Retirement Benefit</u>
0	1.000
1	.933
2	.867
3	.800
4	.733
5	.667
6	.633
7	.600
8	.567
9	.533
10	.500

*Interpolate for whole months.

Section 12.02. Option B Tables.

(a) Participant Same Age Or Older – The following table is to be used for a Participant who is the same age or older than his Beneficiary:

Participant Age – Beneficiary Age	Contingent Annuity Factor			
	<u>100%</u>	<u>75%</u>	<u>50%</u>	<u>25%</u>
0	.833	.870	.909	.952
1	.826	.864	.905	.950
2	.819	.857	.900	.947
3	.811	.851	.896	.945
4	.804	.845	.891	.943
5	.797	.839	.887	.940
6	.790	.833	.882	.938
7	.783	.828	.878	.935
8	.776	.822	.874	.933
9	.769	.816	.870	.930
10	.763	.811	.866	.928
11	.757	.806	.861	.926
12	.751	.800	.858	.923
13	.745	.795	.854	.921
14	.739	.791	.850	.919
15	.733	.786	.846	.917
16	.728	.781	.843	.915
17	.723	.777	.839	.913
18	.718	.772	.836	.911
19	.713	.768	.833	.909
20	.708	.764	.830	.907
21 or more	*	*	*	*

*Factor for twenty (20) year age difference minus extrapolation factor below times number of years in excess of twenty (20) that Participant's age exceeds his Beneficiary's age.

<u>Contingent Annuity Percentage</u>	<u>Extrapolation Factor</u>
100%	.005
75%	.004
50%	.003
25%	.002

(b) Participant Younger – The following table is to be used for a Participant who is younger than his Beneficiary:

Beneficiary Age – Participant Age	Contingent Annuity Factor			
	<u>100%</u>	<u>75%</u>	<u>50%</u>	<u>25%</u>

Beneficiary Age –
Participant Age

		Contingent Annuity Factor		
1	.841	.876	.914	.955
2	.848	.882	.918	.957
3	.856	.888	.922	.960
4	.863	.894	.926	.962
5	.870	.899	.931	.964
6	.877	.905	.935	.966
7	.885	.911	.939	.968
8	.892	.916	.943	.970
9	.898	.922	.947	.973
10	.905	.927	.950	.974
11	.912	.932	.954	.976
12	.918	.937	.957	.978
13	.924	.942	.960	.980
14	.930	.946	.964	.981
15	.935	.951	.967	.983
16	.941	.955	.969	.984
17	.945	.959	.972	.986
18	.950	.962	.974	.987
19	.955	.966	.977	.988
20	.959	.969	.979	.989
21 or more	.960	.970	.980	.990

Section 12.03. Option C Table.

<u>Period</u>	<u>Factor</u>
5 Years	.973
10 Years	.911
15 Years	.842
20 Years	.780

Section 12.04. Life Annuity Factors to be Used in Computing Actuarial Reserve

Death Benefit.

<u>Age</u>	<u>Factor</u>	<u>Age</u>	<u>Factor</u>
21	12.5773	43	11.4236
22	12.5567	44	11.3274
23	12.5337	45	11.2264
24	12.5082	46	11.1207
25	12.4804	47	11.0102
26	12.4501	48	10.8952
27	12.4170	49	10.7755
28	12.3809	50	10.6509

<u>Age</u>	<u>Factor</u>	<u>Age</u>	<u>Factor</u>
29	12.3416	51	10.5213
30	12.2994	52	10.3869
31	12.2541	53	10.2479
32	12.2056	54	10.1041
33	12.1535	55	9.9552
34	12.0976	56	9.8010
35	12.0383	57	9.6415
36	11.9754	58	9.4769
37	11.9088	59	9.3076
38	11.8384	60	9.1331
39	11.7640	61	8.9537
40	11.6855	62	8.7698
41	11.6026	63	8.5818
42	11.5154	64	8.3903
		65	8.1958

Section 12.05. Late Retirement Actuarial Increase Factors.

<u>Current Age</u>	<u>Factor</u>
65	1.0000
66	1.1317
67	1.2850
68	1.4645
69	1.6755
70	1.9246
71	2.2204
72	2.5734
73	2.9967
74	3.5073
75	4.1274

Figure factor using years and months. Divide difference between next highest age factor and age factor lower, by twelve (12), then multiply by number of months. Add this onto age for years factor to arrive at correct factor. (Round off to 4 decimals). Note: If normal retirement age differs from sixty-five (65), factors must be supplied by Actuary.

Section 12.06. Other Annuity Forms. Conversion factors for other annuity forms shall be computed by an enrolled Actuary on an actuarially equivalent basis assuming that the Participant is retiring at age sixty-five (65) and using the RP 2000 Mortality Table set forward two (2) years for males and one (1) year for females and with interest of seven and seventy-five

one hundredths percent (7.75%), regardless of the actual age and sex of any Participant or Beneficiary. If appropriate, such factors may vary by the difference between the Participant's age and the beneficiary's age. The value of Retirement benefits received by a Participant for purposes of Section 6.06 shall be determined using the RP 2000 Mortality Table set forward two (2) years for males and one (1) year for females and with interest of seven and seventy-five one hundredths percent (7.75%). Notwithstanding the foregoing, the UP 1984 Mortality Table without age setback and with interest of eight percent (8.0%) was applied for the purpose of computing other annuity forms and calculating the value of Retirement benefits received by a Participant for purposes of Section 6.06 on or after January 1, 2013 and prior to September 26, 2014.

Section 12.07. Lump Sum Payments. Effective January 1, 2001, a single sum distribution of benefits payable under Section 7.05, or upon plan termination, or if required for compliance with Code Section 401(a)(9), shall be computed on the basis of the actual age of the Participant and/or Beneficiary at the time of distribution and under the following actuarial assumptions:

(a) **Interest:** The applicable interest rate established by the Internal Revenue Service under Code Section 417(e)(3) and accompanying regulations, without regard to updates under the Pension Protection Act of 2006, as in effect for the month of September preceding the calendar year during which the distribution is paid.

(b) **Mortality:** The applicable mortality table established by the Internal Revenue Service pursuant to IRC Section 417(e)(3) and accompanying regulations, without regard to updates under the Pension Protection Act of 2006.

(c) Age at Which Payments Begin: The greater of the Normal Retirement Date or the age at the time of distribution to the Participant and/or Beneficiary.

ARTICLE XIII.

CONTRIBUTIONS

Section 13.01. Adopting Employer Contributions. The Adopting Employer shall make the necessary Contributions to fund the Plan. The amount of these Contributions shall be based upon the actuarial assumptions adopted by the Board of Trustees, the benefits provided in the Plan, and the number of Participants and their respective ages, Earnings, and lengths of Creditable Service and such other factors as the Board of Trustees shall deem appropriate to assure proper funding of the Plan. Contributions by the Adopting Employer shall be applied as necessary to assure the payment of Accrued Benefits to Participants and Beneficiaries. Employer Contributions received by GMEBS by the last day of any month shall accrue Interest from the first day of the following month.

Section 13.02. Employee Contributions. Participants or certain classes of Participants may be required to make Contributions to the Plan as specified in the Adoption Agreement. Unless otherwise specified by the Adopting Employer, Employee Contributions shall accrue interest at the same rate and in the same manner as Employer Contributions. When elected by the Adopting Employer to be picked up, the Adopting Employer shall pick up and pay contributions in accordance with Code Section 414(h)(2) as follows:

(1) The contributions, although designated as Employee contributions, shall be paid by that Adopting Employer in lieu of contributions by the Employee as elected by the Adopting Employer in the Adoption Agreement, which shall be effective on a prospective basis and constitute written formal action to implement the pick-up, and

(2) The Employee must not be given the option, on or after the effective date of the pick-up, to have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to designated Employee contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.

Section 13.03. Withdrawal of Employee Contributions.

(a) Unless otherwise specified in the Adoption Agreement, if a non-vested Participant's employment is terminated for any reason other than death, he shall request that his Employee Contributions plus interest, if any, be withdrawn.

(b) Unless otherwise specified in the Adoption Agreement, if a vested Participant's employment is terminated for any reason other than death or Retirement, he may request that his Employee Contributions (including any Contributions made to purchase prior service credit) plus interest be withdrawn, unless he chooses to claim his vested benefit, in which case his Employee Contributions shall not be withdrawn.

(c) Upon the Participant's termination, the Pension Committee shall provide notice to the Participant of his opportunity to withdraw his Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto), and the Participant shall have sixty (60) days after receipt of such notice to submit a request for withdrawal on an Applicable Form provided for that purpose. Failure to make such a request within this sixty (60) day period shall result in the forfeiture of a vested Participant's right to request withdrawal upon termination and shall result in forfeiture of a non-vested Participant's right to the accrual of further interest. Unless otherwise specified in the Adoption Agreement or any Addendum thereto, upon withdrawal of Employee Contributions

(including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) pursuant to this Section, the Participant shall forfeit for himself, his heirs and assigns all his rights, title, and interest in the Plan, except as provided in subsection (d) below. Employee Contributions shall be returned to the Participant within ninety (90) days of the receipt of the Participant's request. A Participant may not withdraw his Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) as long as he remains in the employment of the Adopting Employer and he may not borrow against Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) at any time. A partial withdrawal of Employee Contributions is not permitted. Unless otherwise provided in the Adoption Agreement or any Addendum thereto, if a Participant who has made both mandatory Employee Contributions and Contributions to purchase prior service credit withdraws any of such Contributions, all mandatory Employee Contributions and Contributions to purchase prior service credit shall be withdrawn.

(d) Except as otherwise provided in the Employer's Adoption Agreement or any Addendum thereto, if a Participant withdraws Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) in accordance with this Section, and if such Participant later resumes employment with the Adopting Employer in an Eligible Employee class, then any service credit or benefit amount forfeited by virtue of the withdrawal may be reinstated upon the Participant's reemployment with the Adopting Employer, provided: (1) the Participant repays within six (6) months following the reemployment date and prior to Termination of Employment with the

Adopting Employer all amounts previously withdrawn plus interest at the assumed actuarial rate of return for the GMEBS Retirement Fund established by the Board as of date of repayment, compounded annually from the date of return of contributions through the date of repayment; and (2) provided the Participant satisfied the break in service rules, as applicable. Repayment of Employee Contributions (including any Contributions made to purchase prior service credit) under this subsection shall be made in a single lump sum, by a rollover or transfer of pre-tax funds described in Sections 10.03 and 10.04 of this Plan, a lump sum payment of after-tax funds, after-tax payroll deductions, or any other method established by the Board, subject to any limitations included in the Adoption Agreement or any Addendum thereto. With respect to the repayment of Withdrawn Employee Contributions prior to September 26, 2014, in the event that withdrawal of Contributions made to purchase prior service credit is permitted by an Employer's Adoption Agreement or Addendum, repayment will be permitted only to the extent permitted by the Adoption Agreement or Addendum, and in accordance with any re-purchase or other repayment restrictions specified in the Adoption Agreement or Addendum.

(e) For purposes of this Section, the amount of "interest" shall be determined as of the date that the withdrawal under this Section is made, and the amount of interest shall comply with any applicable provisions of Section 4(i)(10)(B)(i) of the Age Discrimination in Employment Act ("ADEA").

Section 13.04. Cessation of Contributions Without Penalty. The Employer may provide in the Adoption Agreement that Participants who have met certain retirement benefit eligibility requirements shall no longer be required to make contributions to the Plan. Effective on or after October 1, 2016, Participants who are receiving an In-Service Distribution or who are

otherwise receiving Retirement benefits while employed with the Adopting Employer shall not be required to make contributions to the Plan.

Section 13.05. Continued Contributions During Leave of Absence. Subject to the applicable limits of Code Section 415, if the terms of an authorized leave of absence permit the Participant to continue accumulating Credited Service during said leave of absence, the Participant shall be required to continue making Employee Contributions in the same amount and at the same rate as immediately prior to the commencement of the leave of absence.

Section 13.06. Return of Contributions Upon Failure to Exhaust.

(a) **Death of a Retired Participant.** If a Retired Participant elects the Option A form of benefit payment, and if upon the death of the Participant the sum of all benefits paid to the Participant does not equal or exceed the amount of the Participant's Employee Contributions plus interest posted thereon, then a lump sum payment in the amount of the difference, less any amounts paid to the Retired Participant's surviving Spouse or to the Retired Participant's estate pursuant to Section 8.12, shall be paid as follows: (1) in the event the Participant dies on or after January 1, 2014, to the Retired Participant's designated beneficiary as defined in this subsection (a), or if there is no such designated beneficiary, to the Retired Participant's estate, or (2) in the event the Participant dies on or after January 1, 2013 and prior to January 1, 2014, to the Retired Participant's estate. In the event that 1) a Retired Participant elects retirement benefit payment Option B or C, 2) the Post-Retirement Beneficiary predeceases the Participant, and 3) upon the death of the Retired Participant, the sum of all benefits paid does not equal or exceed the amount of the Participant's Employee Contributions plus interest posted thereon, then a lump sum payment in the amount of the difference shall be paid as follows: (A) in the event the Retired Participant dies on or after January 1, 2014, to the Retired Participant's designated beneficiary as

defined in this subsection (a), or if there is no such designated beneficiary, to the Participant's estate, or (B) in the event the Retired Participant dies on or after January 1, 2013 and prior to January 1, 2014, to the Retired Participant's estate. In the event that 1) a Retired Participant elects retirement benefit payment Option B or C, 2) the Post-Retirement Beneficiary survives the Retired Participant and dies after such Beneficiary has begun receiving survivor benefit payments, and 3) the sum of all benefits paid does not equal or exceed the amount of the Participant's Employee contributions plus interest posted thereon, said lump sum payment shall be paid as follows: (A) in the event the Post-Retirement Beneficiary dies on or after September 26, 2014, to the Post-Retirement Beneficiary's designated beneficiary as defined in this subsection (a) or, if there is no such designated beneficiary, to the Post-Retirement Beneficiary's estate, or (B) in the event the Post-Retirement Beneficiary dies on or after January 1, 2013 and prior to September 26, 2014, to the Post-Retirement Beneficiary's estate. For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of the Retired Participant or Post-Retirement Beneficiary, as applicable, and the term "surviving" shall mean surviving the Retired Participant or Post-Retirement Beneficiary, as applicable, by at least thirty-two (32) days.

(b) In-Service Death of Participant Before Satisfying Pre-Retirement Death Benefit Eligibility Requirements; Death of Terminated Vested Participant Where No Terminated Vested Death Benefit Is Payable. If a Participant dies in the Service of an Adopting Employer before he satisfies the eligibility requirements for an in-service death benefit, his Employee Contributions plus interest posted thereon, if any, shall be paid to the Participant's designated beneficiary as defined in this subsection (b), or if there is no such designated beneficiary, to the Participant's estate. If a Terminated Vested Participant dies before Retirement and the Plan does not provide

for Terminated Vested death benefits to be payable upon the death of such Participant, his Employee Contributions plus interest posted thereon, if any, shall be paid to the Participant's designated beneficiary as defined in this subsection (b), or if there is no such designated beneficiary, to the Participant's estate. For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of the Participant and the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days.

(c) Death of a Participant or Terminated Vested Participant After Satisfying Pre-Retirement Death Benefit Eligibility Requirements. The following provision shall apply in the event that a Participant or Terminated Vested Participant who has satisfied the eligibility requirements for a pre-retirement death benefit dies before Retirement, and payments are made to a Pre-Retirement Beneficiary under the Plan. In the event the sum of all pre-retirement benefits paid to a Pre-Retirement Beneficiary(ies) by virtue of the death of a Participant or Terminated Participant, as applicable, does not equal or exceed the amount of the Participant's or Terminated Participant's Employee Contributions plus interest posted thereon, a lump sum payment in the amount of the difference shall be paid to the Pre-Retirement Beneficiary's designated beneficiary as defined in this subsection (c), or if there is no such designated beneficiary, to the estate of the Pre-Retirement Beneficiary (or the designated beneficiary or estate of the last Pre-Retirement Beneficiary receiving payment, as applicable with respect to Plans that permit payment to multiple Pre-Retirement Beneficiaries). For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of the Pre-Retirement Beneficiary and the term "surviving" shall mean surviving the Pre-Retirement Beneficiary by at least thirty-two (32) days.

(d) For purposes of this Section, the amount of "interest posted" shall be determined as of the date that the lump sum payment payable under this Section is distributed, and the amount of interest posted shall comply with any applicable provisions of Section 4(i)(10)(B)(i) of the Age Discrimination in Employment Act ("ADEA").

ARTICLE XIV.

PENSION COMMITTEE

Section 14.01. Creation and Composition. There shall be a Pension Committee for each Adopting Employer. Unless otherwise specified in the Adoption Agreement, the Pension Committee shall be composed of the following:

For Municipal Corporations:

- (a) City Clerk and City Manager.
- (b) Two (2) Employee representatives appointed by the Governing Authority.
- (c) Three (3) appointed members of the Governing Authority.

For Other Adopting Employers:

- (a) Executive Director.
- (b) Two (2) Employee representatives appointed by the Governing Authority.
- (c) Four (4) appointed members of the Governing Authority.

Section 14.02. Responsibilities. The Pension Committee shall have the following responsibilities:

(a) In its dealings with GMEBS or its duly appointed representatives, the Pension Committee shall:

- (1) Assure that accurate and complete information is furnished to GMEBS with respect to eligibility for participation, Total Credited Service, Earnings, and Final Average Earnings of Eligible Employees, including elected or appointed members of the

Governing Authority and Municipal Legal Officers if they are designated as Eligible Employees in the Adoption Agreement.

(2) Assure the collection and remittance to GMEBS of all required Contributions (including Employee Contributions, if applicable).

(3) Collect, and furnish to GMEBS, in accordance with its rules and regulations, all reports, forms, and other records required or necessary to administer the Plan, including but not limited to completed applications for participation (if applicable), employee elections to participate (if participation is optional for a particular class), employee census reports reflecting information necessary to complete the annual plan valuation, completed pre-retirement beneficiary designation forms, completed leave of absence reports, and completed retirement applications (including disability retirement applications, if the Adopting Employer has elected in its Adoption Agreement to provide disability retirement benefits).

(4) Provide reasonable prior notice to GMEBS of any amendments that the Adopting Employer intends to make to the Adoption Agreement.

(5) Notify GMEBS of the termination of Participating Employees, and, if they are permitted in the Adoption Agreement to participate in the Plan, the vacation of office by elected or appointed members of the Governing Authority and Municipal Legal Officers. Said notification should indicate whether the Employee has been involuntarily terminated without cause (see Section 9.04 concerning 5-year vesting for Employees involuntarily terminated without cause).

(6) Notify GMEBS when the Adopting Employer learns that an Eligible Employee, Participant, Terminated Vested Participant, Retired Participant or Beneficiary

has been convicted of a public employment-related crime or other crime which could result in a reduction or forfeiture of benefits (see Section 9.06).

(7) If the Adopting Employer has elected in the Adoption Agreement to provide disability retirement benefits, notify GMEBS of determinations made by the Pension Committee with respect to disability (see Section 2.23(b)) or continuation of disability (see Section 6.06(e)).

(8) Notify GMEBS when the Adopting Employer learns of the death of an Eligible Employee, Participant, Terminated Vested Participant, Retired Participant, or Beneficiary.

(b) In dealing with those persons participating or eligible to participate in the Plan, the Pension Committee shall:

(1) Be responsible for the enrollment of Eligible Employees, including elected or appointed members of the Governing Authority and Municipal Legal Officers if they are included as Eligible Employees in the Adoption Agreement.

(2) Handle distribution of all reports, forms, or other plan-related materials to Participants, including but not limited to plan summary booklets and annual participant statements.

(3) Handle disputes between the Adopting Employer and Participants in all matters regarding the Plan and notify GMEBS of same.

(4) Handle and distribute as necessary any notices of eligibility, benefits, available options, and any other notices required by this Plan, Contract, or rules and regulations of GMEBS.

(5) Address Employee inquiries concerning eligibility for participation in the Plan, enrollment, eligibility for retirement, disability, and/or death benefits, benefit payment options, and other terms, conditions, and features of the Plan.

(c) The Pension Committee is not authorized to interpret the Master Plan document, or matters of State and federal law as they relate to interpretation of the Master Plan document. These matters are reserved for the sole discretion of the Board.

Section 14.03. Secretary. The Adopting Employer shall designate in the Adoption Agreement a Pension Committee Secretary who shall have full authority to represent the Pension Committee in all communications with GMEBS and the Adopting Employer's Employees, including elected or appointed members of the Governing Authority and Municipal Legal Officers.

Section 14.04. Legal Assistance. The City Attorney or other attorney appointed by the Governing Authority shall furnish legal advice to the Pension Committee with respect to the Plan and the Committee's assigned responsibilities hereunder.

Section 14.05. Plan Representative. The Adopting Employer shall designate in the Adoption Agreement an individual to serve as Plan Representative. The Plan Representative shall have full authority to represent the Governing Authority in all communications with GMEBS and the Adopting Employer's Employees. The Pension Committee Secretary may serve as the Plan Representative.

ARTICLE XV.

BOARD OF TRUSTEES

Section 15.01. Definitions. As used in this Article, "Act" refers to the Act of the General Assembly creating the Board of Trustees of the Georgia Municipal Employees Benefit

System (O.C.G.A. § 47-5-1 et seq., a copy of which is included in the Appendix hereto), as amended.

Section 15.02. Powers. The powers of the Board of Trustees as fixed by the Act are hereby incorporated as part of the Plan. The Adopting Employer agrees that, in the administration of the Plan, it will comply with all rules and regulations adopted by the Board of Trustees under its authority as granted by the Act.

Section 15.03. Composition and Election. The composition of the Board of Trustees and the election of its members shall be as provided by the Act and as may be provided in the bylaws of the Board of Trustees.

Section 15.04. Officers. The election of officers by the Board of Trustees shall be conducted as may be prescribed by the Act and as may be provided in the bylaws of the Board of Trustees.

Section 15.05. Notice of Elections. The Board of Trustees shall provide through its bylaws for the giving of notice of elections, notice of any vacancy on the Board, the method or manner in which votes may be cast, and any other matter necessary or incident to the election of members of the Board. The Board may also provide for a proxy vote, and may determine how, when, and in what manner voting by proxy may be had in accordance with the Act and as may be provided in the bylaws of the Board of Trustees.

Section 15.06. Voting. Each Adopting Employer shall be entitled to vote in any election or other matter placed before the membership as provided in the bylaws of the Board of Trustees.

Section 15.07. Voting Representative for the Adopting Employer. The Pension Committee Secretary or other designated representative of the Pension Committee shall be the

official representative of the Adopting Employer to cast the Adopting Employer's vote in any election of members of the Board of Trustees and in any other matters which the membership has the authority and responsibility for resolving, unless the Adopting Employer notifies GMEBS to the contrary in writing.

Section 15.08. Qualified Public Accountant. The Administrator may engage on behalf of all Participants an independent qualified public accountant to conduct such an examination of any financial statements of the Plan, and of other books and records of the Plan, as the qualified public accountant may deem necessary to enable him to form an opinion as to whether the financial statements and schedules required to be included in the annual report of the Plan are presented fairly in conformity with generally accepted accounting principles as applicable to a governmental plan, applied on a basis consistent with that of the preceding Plan Year and who shall perform such other services for the Plan as the Administrator may require.

Section 15.09. Fiduciary Insurance. The Board of Trustees may purchase fiduciary liability insurance for any of its fiduciaries, or for itself, to cover liability or losses occurring by reason of the act or omission of a fiduciary.

ARTICLE XVI.

GMEBS TRUST AGREEMENT

Section 16.01. General Provisions. All contributions under the Plan shall be transferred to the Trust to be held, managed, invested, and distributed as part of the Trust Fund by the Board in accordance with the provisions of the Plan and GMEBS Trust Agreement. All benefits under the Plan shall be distributed solely from the Trust Fund. The Board shall distribute the corpus and income of the Trust Fund to the Participants and their Beneficiaries in accordance with applicable state and federal law and the Plan. At no time prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries shall any part of the corpus or

income be used for, or diverted to, purposes other than the exclusive benefit of the Participants and their beneficiaries.

Section 16.02. Group Trust Participation.

(a) If the investment is otherwise a permitted investment under Chapters 5 and 20 of Title 47 of the O.C.G.A., the Board may, unless otherwise restricted by law, transfer all or any portion of the assets of the Trust to a collective or common group trust, as permitted under Revenue Ruling 81-100, as modified by Revenue Rulings 2004-67 and 2011-1 (or subsequent guidance), that is operated or maintained exclusively for the commingling and collective investment of monies, and in such case the group trust agreement shall be deemed adopted as part of the GMEBS Defined Benefit Retirement Plan Trust Agreement without further action by the Board.

(b) The separate account maintained by the group trust for an Adopting Employer's Plan pursuant to subsection (a) above shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the Participants and beneficiaries of the Adopting Employer's Plan, subject to the provisions in Article XVIII of the GMEBS Master Plan relating to the distribution of excess assets in the event of a plan termination.

(c) For purposes of valuation, the value of the separate account maintained by the group trust for an Adopting Employer's Plan shall be the fair market value of the portion of the group trust held for the Adopting Employer's Plan, determined in accordance with generally recognized valuation procedures.

ARTICLE XVII.

CLAIMS AND LITIGATION

Section 17.01. Disputes. In the event of disagreement between a Participant and the Adopting Employer with respect to any rights, claims, or responsibilities under the Plan which

cannot be resolved by the Pension Committee as provided under Article XV, the Participant may make an appeal regarding such rights, claims, or responsibilities to the Governing Authority. In the event that any such rights, claims, or responsibilities result in a suit or other legal action by a Participant or Beneficiary, such action shall be defended in the same manner as other suits against the Adopting Employer. Any legal action on behalf of the Adopting Employer with regard to the Plan shall be first authorized by the Governing Authority and shall be conducted in the manner prescribed by the Governing Authority. GMEBS shall have no responsibility to defend or pursue legal action arising under the Plan.

Section 17.02. Disputes involving Federal or State Law Compliance. In the event there is a dispute involving federal or state law compliance, between a Participant or Beneficiary and the Governing Authority or the Trustees, or between an Adopting Employer and the Trustees, GMEBS is a necessary party to any such dispute, or suit, settlement, or release arising therefrom.

Section 17.03. Failure to Act. GMEBS shall not be responsible for the failure of the Adopting Employers to perform any of their obligations under the Plan, including the duty to remit payments to GMEBS, to provide necessary records concerning Participants and their Earnings to GMEBS, or to perform any other functions required of the Adopting Employers by applicable law, the Master Plan, the Adoption Agreement (including any Addendum to the Adoption Agreement, if applicable), the GMEBS Trust Agreement, or by the rules and regulations of GMEBS. To the extent permitted under state and federal law, each Adopting Employer shall indemnify and hold GMEBS harmless for any failure to pay, delay in payment or other errors in processing benefits pursuant to this Plan due to the Adopting Employer's failure to perform its obligations under the Plan or provide accurate data to GMEBS for the purpose of administering the Plan.

ARTICLE XVIII.

AMENDMENT AND TERMINATION

Section 18.01. Amendment of the Plan by an Adopting Employer. The Governing Authority shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of its elections in the Adoption Agreement; provided, however, that no such amendment shall:

- (a) Reduce the previously Accrued Benefit of any Participant or Beneficiary; or,
- (b) Authorize or permit any part of the Trust Fund held by the Board to be diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries; or,
- (c) Operate to deprive any Participant or Beneficiary of any rights or benefits irrevocably Vested in him under the Plan prior to such amendment, except that the Governing Authority may make any and all changes or modifications to the Adoption Agreement necessary to qualify the Plan or to keep the Plan qualified under the Internal Revenue Code and the regulations thereunder, or any amendment thereto; or,
- (d) Become effective until approved by the Administrator. In order to be approved by the Administrator, any amendment must comply with all applicable state and federal laws and the Master Plan. If the Administrator does not approve an amendment, the Administrator shall continue to administer the Plan as if such amendment had not been made.

In no event may an Adopting Employer amend the Master Plan or the GMEBS Trust Agreement.

Section 18.02. Amendment of Plan by GMEBS.

- (a) It is the intent of the Board that the Master Plan, Adoption Agreement form and Addendum form (collectively referred to for purposes of this Section 18.02 as "Plan") shall be and remain qualified for tax purposes under the Code. The Administrator shall timely submit the

Plan for approval under the Code as necessary, and all expenses incident thereto shall be borne by the GMEBS Investment Fund.

(b) GMEBS will maintain a record of the Participating Employers, and GMEBS will make reasonable and diligent efforts to ensure that Adopting Employers have actually received and are aware of all Plan amendments and that such Adopting Employers adopt new documents when necessary. The provisions of this subsection shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

(c) The Board or the Practitioner, as directed by the Board, hereby reserves the right to amend the Plan without the consent of the Adopting Employers or of Participants (or any Beneficiaries thereof) to make desired changes in the design of the Plan. A true copy of the resolution of the Board approving such amendment shall be delivered to the Administrator and the Adopting Employers. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Adopting Employers, Employees, Participants, Beneficiaries, the Administrator, and all others having any interest under the Plan shall be bound thereby.

(d) On and after February 17, 2005, the Practitioner shall have 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.

(e) Notwithstanding the foregoing paragraphs (c) and (d), effective on or after January 1, 2016, for any Adopting Employer as of either:

(1) the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a volume submitter plan, or

(2) as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments,

such Adopting Employer shall execute a resolution to adopt any amendments that are approved by the Board after the date under subparagraph (1) or (2) above, as applicable, within the earlier of (i) ninety (90) days after such Board approval, or (ii) if applicable, the remedial amendment period under Code Section 401(b) as applicable to governmental plans. If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

Section 18.03. Termination by Adopting Employer.

(a) The Adopting Employer expects the Plan to be continued indefinitely but, of necessity, reserves the right to terminate its Plan and Contributions thereunder at any time by action of the Governing Authority, subject to the Administrator's approval. Such termination shall be accomplished by the adoption of an ordinance or resolution (as applicable) by the Governing Authority terminating the Plan. Such ordinance or resolution (as applicable) shall

conform to the rules and regulations of the Board governing Plan termination to the extent they are consistent with this provision.

(b) Upon full or partial termination or a complete discontinuance of Employer contributions, all affected Eligible Employees shall be deemed to be Participants, and the Accrued Benefits of such Participants shall be Vested to the extent funded required by federal law. The Pension Committee shall notify Participants, Terminated Vested Participants, Retired Participants, and Beneficiaries of the full termination of the Plan, and shall provide a copy of such notice and the names and addresses of the persons notified to the Administrator.

(c) Upon termination, the Adopting Employer shall provide to the Administrator current Participant information necessary to calculate Accrued Benefits. Upon receipt of such information, the Administrator shall prepare a list of all the Adopting Employer's Participants, Retired Participants, Terminated Vested Participants, and Beneficiaries, showing for each the present value of his Accrued Benefit, as determined by the GMEBS Actuary as of the date of termination.

(d) The Administrator, in accordance with the Board's current rules and regulations, and with generally accepted accounting practices, shall determine the value of the Adopting Employer's Trust Fund as of the termination date. All mandatory Employee Contributions, if any, plus interest, and all Contributions made to purchase service credit, if any, plus any applicable interest, shall be paid from the Trust Fund to the Participants, to the extent of available Trust Fund assets. The Administrator shall then deduct from the Trust Fund a termination fee established by GMEBS for services provided in terminating the Plan. The Administrator, pursuant to the Board's rules and regulations, shall then allocate the remaining assets for distribution of the present value of Accrued Benefits in lump sums to the classes listed

below. The benefits of each class shall be satisfied before proceeding to the next class. If at any time the remaining Plan assets would be insufficient to provide the present value of Accrued Benefits for the class in question, the remaining assets shall be applied on a pro rata basis within that class, and all subsequent classes shall receive no benefit. The pro rata allocation referred to above will be determined based upon the comparative value of each class member's Accrued Benefit (present value expressed in a lump sum) when measured against the lump sum present value of Accrued Benefits for the class as a whole.

CLASS A – Retired Participants or Beneficiaries who are receiving payments as of the termination date.

CLASS B – Participants delaying Retirement beyond the Normal Retirement Date.

CLASS C – Participants eligible for Early Retirement.

CLASS D – Other Participants, terminated or active, who have met the requirements for vesting as of the termination date.

CLASS E – All other Participants on a pro rata basis. Payment of benefits to Retired Participants, Beneficiaries, and Participants by the Administrator as a result of a Plan termination shall be limited solely to the assets available in the Trust Fund.

(e) In its termination ordinance, the Governing Authority shall instruct the Administrator as to the distribution of excess assets, if any, remaining after the satisfaction of Accrued Benefits for the classes enumerated herein. In the absence of such instructions, any excess assets shall be distributed to the Adopting Employer.

(f) Upon distribution of the assets as specified above, the Adoption Agreement, Master Plan, and GMEBS Trust Agreement shall be regarded as terminated as to that Adopting Employer and no Participant or Beneficiary shall have any further rights or claim herein.

Section 18.04. Amendment of the Plan to Transfer Assets; Termination of Contract.

(a) The Adopting Employer may amend the Adoption Agreement by ordinance or resolution (as applicable) so as to provide for the transfer of assets to a successor trustee and to terminate the existing Contract between the Adopting Employer and the Board. Any such ordinance or resolution shall comply with Section 18.01 and with the requirements of the rules and regulations of the Board regarding amendment and transfer of Plan assets, to the extent they are consistent with this Section.

(b) In addition to other requirements, such ordinance or resolution shall:

(1) Designate a new trustee or trustees to replace the Board;

(2) Establish a month-end termination date, which shall be used for purposes of valuing the Adopting Employer's Trust Fund assets and which shall be fixed by the Administrator, taking into account the time reasonably required to liquidate GMEBS Retirement Trust Fund assets (if necessary) for purposes of the termination and transfer, the impact of the termination on the financial integrity of the Retirement System, and the time reasonably required for GMEBS and the terminating Employer to complete necessary administrative tasks associated with the termination. The termination date will be no earlier than forty-five (45) days after the Adopting Employer provides written notice to the Administrator of its intent to terminate;

(3) Provide that after the established termination date, GMEBS shall have no further responsibility or obligation to administer the terminating Employer's retirement plan, except as otherwise agreed and provided for by GMEBS and the terminating Employer in the ordinance or resolution;

(4) Provide that the value of assets of the Adopting Employer's Trust Fund as of the established termination date shall be determined based upon the value of the Adopting Employer's Trust Fund as reflected in the unaudited financial statements for the GMEBS Retirement Trust Fund as of the established termination date, subject to verification and reconciliation against the most recent GMEBS Retirement Trust Fund audit coinciding with or following the termination date.

(5) Provide for the transfer of assets held in the Adopting Employer's Trust Fund to the successor trustee as follows:

(A) that no transfer shall take place until a successor Code Section 401(a) retirement plan and trust document have been adopted by the Adopting Employer and furnished to GMEBS, together with a current IRS determination letter or an opinion letter from an attorney confirming that the successor retirement plan is tax qualified under Code Section 401(a);

(B) that as soon as reasonably practicable after the established termination date, the Administrator will make an initial transfer to the successor trustee of an amount to be determined by the Administrator in its sole discretion, but in no event more than eighty-five percent (85%) of the value of the Adopting Employer's Trust Fund, as reflected in the then most recently completed unaudited monthly financial statement for the GMEBS Retirement Trust Fund;

and that prior to the completion of the initial transfer, the Administrator shall deduct from the Adopting Employer's Trust Fund a termination fee established by GMEBS for services provided in effecting the termination of the Adopting Employer's participation in GMEBS and the transfer of assets to the successor trustee;

(C) that as soon as reasonably practicable after completion of the GMEBS Retirement Fund unaudited financial statement for the month including the established termination date, the Administrator will make a second transfer to the successor trustee in an amount equal to the remainder of the Adopting Employer's Trust Fund assets, if any; and that in any event distribution of assets to the successor trustee shall be completed within the time limits specified in the GMEBS Trust Agreement;

(D) that after the established termination date, any funds remaining in the Adopting Employer's Trust Fund shall not share in the gains or losses of the GMEBS Retirement Trust Fund, notwithstanding any provision of the GMEBS Master Plan or Trust Agreement to the contrary; and that any investment gains or losses that would otherwise be credited to or debited from the Adopting Employer's Trust Fund after the established termination date shall not be taken into account. Rather, after the established termination date through completion of the transfer of assets, any amount remaining in the Adopting Employer's Trust Fund shall earn interest at the same rate as the GMEBS active cash management account which shall be credited monthly until the transfer of assets is completed; and,

(E) that if the audit of the GMEBS Retirement Trust Fund for the year including the established termination date reflects that the value of the Adopting Employer's Trust Fund on the termination date was understated or overstated in the unaudited financial statement relied upon, then GMEBS or the Adopting Employer shall remit to the other the amount of any overpayment or underpayment, unless said amount is less than One Thousand Dollars (\$1,000). Such remittance shall be made in a lump sum with interest. Said interest shall be calculated at the same rate as the GMEBS active cash management account and credited monthly as of the last day of each month following the established termination date up until the date of the remittance.

(6) Provide that the assets of the Plan will continue to be held by the successor trustee for the exclusive benefit of Participants and Beneficiaries.

(7) State that the existing retirement rights of Employees, Participants, and Beneficiaries shall not be impaired.

(8) Provide that upon completion of the transfer of assets, the GMEBS Board of Trustees shall have no further fiduciary responsibility for investment of the Adopting Employer's Trust Fund assets or payment of liabilities, and the Adopting Employer's Contract and participation under the GMEBS Trust Agreement shall be considered terminated.

(9) Provide that, to the extent permitted by federal, state or local law, the Adopting Employer agrees to indemnify the Board of Trustees and the Administrator from and against any loss, liability or claim arising out of the Employer's maintenance of the Plan from and after the date of the final transfer of assets.

(10) Provide that the surviving plan must provide each Participant on whose behalf Plan assets are transferred a benefit equal to or greater than the benefit he had accrued, if any, immediately before transfer of assets.

Section 18.05. Involuntary Termination.

(a) The Board may involuntarily terminate the Plan as to an Adopting Employer in the event of any of the following occurrences:

(1) Failure of the Employer to comply with the terms of the Master Plan, Adoption Agreement, or GMEBS Trust Agreement including, but not limited to, failure to pay required Contributions in a timely manner;

(2) Failure of the Adopting Employer to provide to GMEBS or respond to requests from GMEBS for information necessary for GMEBS to administer the Plan;

(3) Failure of the Adopting Employer to adequately fund the Plan in accordance with the GMEBS funding policy, or to adopt or abide by a funding action plan approved by the Board;

(4) Receipt of written notice from an Adopting Employer's Governing Authority of its intent to discontinue further Contributions;

(5) Insistence by the Employer on enforcing an amendment to the Adoption Agreement which the Board has disapproved; or

(6) Failure of the Adopting Employer to maintain qualification status under Code Sections 401(a) and 414(d).

(b) The rights, benefits, and entitlements under the Plan of any Participant, including those of his Beneficiary, any other provision of the Plan notwithstanding, before or after Retirement, death, or other termination of employment shall, upon the failure of the Adopting

Employer to pay and to continue to pay its required Contributions, be limited as specified in this Article.

(c) In the event of an involuntary termination, the GMEBS Board may in its sole discretion adopt a resolution providing for: (i) designation of the members of the Employer's Governing Authority as successor trustees for the Plan; (ii) designation of a person or entity other than the Employer's Governing Authority as successor trustee for the Plan; or (iii) outright termination of the Plan and distribution of assets to Participants and Beneficiaries. The specific terms and conditions associated with involuntary termination shall be as provided in the Board resolution. Neither the Administrator nor the GMEBS Board shall be subject to lawsuit or liability arising from the exercise of its discretion as provided herein.

(d) The Administrator shall notify the Governing Authority, Participants, and Beneficiaries in writing of an involuntary termination and the reasons therefor. Said notice shall also fix a termination date. Upon the request of the Administrator, the Employer shall within a reasonable period provide the Administrator with the last known addresses of Participants and Beneficiaries for this purpose. Neither the Administrator nor the GMEBS Board shall be subject to lawsuit or liability for non-compliance with this paragraph arising from the failure of the Employer to provide such information to the Administrator.

(e) The Administrator shall determine the value of the Adopting Employer's Trust Fund as of the termination date in accordance with the procedures described in Section 18.05(b)(4) of this Article. The Board shall deduct from the Trust Fund a termination fee established by GMEBS for services provided in effecting termination of the Adopting Employer's participation in GMEBS.

(f) Successor Trustee.

(1) Governing Authority as Successor Trustee. If upon voluntary termination, the GMEBS Board by resolution designates the members of the Employer's Governing Authority as successor trustees, the Adopting Employer shall be obligated to furnish GMEBS with a successor retirement plan and related documents as provided in Section 18.04(b)(5)(A). Distribution of assets to the Governing Authority or to a designee specified by the Governing Authority in writing, as successor trustee, shall then occur in accordance with the transfer procedures described in Section 18.04(b)(5). Payment of benefits to Retired Participants and Beneficiaries shall become the responsibility of the Governing Authority, as successor trustees, as of the termination date, except as otherwise provided in the Board's termination resolution.

(2) Other Entity as Successor Trustee. If upon involuntary termination, the GMEBS Board by resolution designates a successor trustee other than the members of the Employer's Governing Authority, distribution of assets to the successor trustee shall occur in accordance with the transfer procedures described in Section 18.04(b)(5) upon the Board's receipt of retirement plan and related documents as described in Section 18.04(b)(5)(A), and any other information reasonably requested by the Board. Payment of benefits to the Retired Participants and Beneficiaries shall become the responsibility of the successor trustee as of the termination date, except as otherwise provided in the Board's termination resolution.

(3) Termination without Successor Trustee. If upon involuntary termination, the GMEBS Board by resolution terminates the Employer's Plan outright, the assets of the Employer's Trust Fund will not be transferred to a successor trustee, but will be

distributed to Participants and Beneficiaries in accordance with and subject to the termination provisions of Section 18.03(b)-(f), except as otherwise provided in this subsection. The Employer shall provide current Participant information necessary to calculate Accrued Benefits as required under Section 18.03(c), within a reasonable period after the Administrator's request for such information. Any excess assets remaining after satisfaction of Accrued Benefits and payment of the termination fee shall be distributed to the Employer.

(g) Freezing of Benefit Accruals. In the event of an Employer's failure to pay required Contributions, the GMEBS Board may by resolution freeze benefit accruals under the Employer's Plan, as an alternative to involuntary termination. If the Board adopts such a resolution, the Employer's Plan must continue to be maintained as a qualified plan and the Employer will be responsible for funding benefits as determined under the frozen Plan's provisions. The Board's resolution to freeze benefit accruals shall specify the extent to which Service and Earnings after the freeze date will or will not be counted for purposes of computing the amount of benefits payable under the Plan, and for purposes of meeting the minimum service requirements for vesting and benefit eligibility under the Plan. The resolution shall also specify the conditions for recommencing benefit accruals under the Plan. The resolution may also provide that, in the event of an Employer's continued failure to pay required Contributions, the Employer's Plan will be terminated outright as of a date certain or upon the Board's adoption of a resolution providing for outright termination, consistent with the provisions of subsection (f)(3).

(h) The Board in its discretion may require an Employer to obtain appropriate IRS approval of the qualified status of the terminating Plan or a successor plan.

(i) In the event that an Adopting Employer fails to comply with the terms of the Master Plan, Adoption Agreement, or GMEBS Trust Agreement including, but not limited to, failure to pay required Contributions in a timely manner, the Board may in its sole discretion pursue any other legal or equitable means that it deems appropriate, including the filing of a writ of mandamus, to facilitate such compliance.

Section 18.06. Termination of the Master Plan by the Board. The Board reserves the right to completely terminate the Master Plan and the GMEBS Trust Agreement. In such an event, the provisions of Section 18.03 shall be applied to each Adopting Employer.

ARTICLE XIX.

NON-ALIENATION OF BENEFITS

(a) None of the benefits, payments, proceeds, or distributions payable under the Plan shall be subject to the claim of any creditor of any Participant or to the claim of any creditor of any Beneficiary hereunder, or to any legal process of levy or attachment by any creditor of any such Participant or Beneficiary; and no such benefits shall be in any manner liable for or subject to the debts, liabilities, engagements, or torts of any Participant or Beneficiary; and neither shall any such Participant or Beneficiary have any right to alienate, commute, anticipate, transfer, encumber, pledge, or assign any of the benefits, payments, proceeds, or distributions under this Plan.

(b) Nothing in subsection (a) shall be construed to preclude the Administrator, subject to any terms and conditions set by the Administrator, from making a deduction and direct payment to the Adopting Employer or GMEBS on behalf of a Retired Participant for the limited purpose of paying for a contribution or premium for a post retirement benefit offered by the Adopting Employer or GMEBS, if the Retired Participant elects to have such deduction and

direct payment made. An election by the Retired Participant for such deduction and direct payment may be revoked at any time.

(c) Nothing in subsection (a) shall be construed to preclude the Administrator, subject to any terms and conditions set by the Administrator, from making a deduction and direct payment on behalf of a Retired Participant as provided under Section 845(a)(4)(D) of the Pension Protection Act of 2006 in its current form or as amended, and as interpreted by the Internal Revenue Service, for the limited purpose of paying premiums for coverage for an eligible retired public safety officer, his spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract as defined in Section 7702B(b) of Title 26 of the United States Code, if the Retired Participant elects to have such deduction and direct payment made. An election by a Retired Participant for such deduction and direct payment may be revoked at any time.

ARTICLE XX.

MISCELLANEOUS

Section 20.01. Construction.

(a) Words used in this Plan in the masculine gender shall be construed to include the feminine gender where appropriate, and words used in this Plan in the singular or plural shall be construed as being in the plural or singular where appropriate.

(b) The Plan shall be construed, enforced, and administered and the validity thereof determined in accordance with the Code, and, when not inconsistent with the Code, the laws of the State of Georgia and the bylaws of the Board.

(c) In resolving any conflict between provisions of the Plan and in resolving any other uncertainty as to the meaning or intention of any provision of the Plan, the interpretation that (i) causes the Plan to constitute a qualified governmental retirement plan under the

provisions of Code Sections 401 and 414(d) and the Trust as exempt from tax under Code Sections 501 and 115, and (ii) causes the Plan to comply with all applicable requirements of the Code and federal law shall prevail over any different interpretation.

(d) In resolving any conflict between the Plan and any policy or contract issued under the Plan, the provisions of the Plan shall prevail.

(e) The headings and subheadings in the Plan are inserted for convenience of reference only and are not to be considered in the construction of any provision of the Plan.

(f) The terms of this Master Plan document shall control except as otherwise provided in an Adopting Employer's Adoption Agreement (including any Addendum to the Adoption Agreement, if applicable), as accepted by or on behalf of the GMEBS Board, in which case the terms of the Adopting Employer's Adoption Agreement (including any Addendum to the Adoption Agreement) shall control.

(g) Neither the establishment nor maintenance of the Plan nor any amendment thereof, nor any act or omission under the Plan or resulting from the operation of the Plan shall be construed:

(1) as conferring upon any Participant, beneficiary, or any other person a right or claim against the GMEBS Investment Fund, the Trust Fund, the Trustees, the Adopting Employer, or the Administrator, except to the extent that such right or claim shall be specifically expressed and provided in the Plan;

(2) as a contract or Agreement between the Adopting Employer and any Participant or other person;

(3) as being consideration for, or an inducement or condition of, employment of any Participant or other person, or as affecting or restricting in any manner or to any

extent whatsoever the rights or obligations of the Adopting Employer or any Participant or other person to continue or terminate the employment relationship at any time; or

(4) as giving any Participant the right to be retained in the service of the Adopting Employer or to interfere with the right of the Adopting Employer to discharge any Participant or other person at any time.

Section 20.02. Non-Diversion.

(a) The assets of the Plan shall never inure to the benefit of an Adopting Employer and shall be held for the exclusive purposes of providing benefits to Participants in the Plan and their beneficiaries and defraying reasonable expenses of administering the Plan, except in the case of a contribution which is made by an Adopting Employer under a mistake of fact as determined solely by the Administrator. Such contribution shall be returned to the Adopting Employer, upon demand, and shall be reduced for any loss incurred but unadjusted for any gains earned during the time the mistaken contribution was part of the Trust Fund.

(b) Trust assets shall be managed in compliance with Code Section 503(b).

Section 20.03. Legally Incompetent; Power of Attorney. Any Participant, Retired Participant, Terminated Vested Participant, or Beneficiary receiving or claiming benefits under the Plan shall be conclusively presumed to be mentally competent and of age until the Administrator receives a written notice, in a form and manner acceptable to it, that such person is incompetent or a minor, and that a guardian or other person legally vested with the care of his estate has been appointed. In the event a guardian of the estate of any person receiving or claiming benefits under the Plan shall be appointed by a court of competent jurisdiction, payments shall be made to such guardian and the guardian may take any and all actions with respect to the person's interest under the Plan in accordance with the terms of the appointment,

provided that proper proof of appointment is furnished in a form and manner suitable to the Administrator. Any payment so made shall be a complete discharge of liability therefor under the Plan. No person may act as an attorney-in-fact for an Employee, Participant, Terminated Vested Participant, Retired Participant or Beneficiary with respect to a matter involving the Plan unless a valid power of attorney document appointing such person and authorizing such action is submitted in a form and manner acceptable to the Administrator. The Administrator shall be entitled to rely upon a power of attorney document which it reasonably determines to be valid, without liability for actions taken by the Administrator at the request of the designated attorney-in-fact, unless and until the Administrator receives notice that the power of attorney is no longer effective.

Section 20.04. Benefits Supported Only by Trust Fund. Any person having any claim under the Plan shall look solely to the assets of the Trust Fund for satisfaction. In no event shall the Adopting Employer, or any of its employees or agents, be liable in their individual capacities to any person whomsoever, under the provisions of the Plan or of the GMEBS Trust Agreement.

Section 20.05. Non-Discrimination. The Adopting Employer, through the Pension Committee, shall administer the Plan in a uniform and consistent manner with respect to all Participants.

Section 20.06. Limitation of Liability; Legal Actions.

(a) It is expressly understood and agreed by each Employee who becomes a Participant hereunder that, except for willful neglect or fraud, neither the Adopting Employer, the Plan Representative, nor the Board of Trustees shall be in any way subject to any suit or litigation, or to any legal liability, for any cause or reason or thing whatsoever, in connection

with the Plan or its operation, and each such Participant hereby releases the Adopting Employer, all its employees and agents, the Plan Representative, and the Board of Trustees from any and all liability or obligation.

(b) The Adopting Employer and the Plan Representative shall be the only necessary parties to any action or proceeding involving any rights under the Plan or the proper administration thereof, and no Participant, Beneficiary, or other persons having or claiming to have an interest in the Plan shall be entitled to any notice of process. Any final judgment which is not appealed or appealable that may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all persons having or claiming to have an interest in the Plan.

Each fiduciary under the Plan shall be responsible only for the specific duties assigned under the Plan and shall not be directly or indirectly responsible for the duties assigned to another fiduciary. Any person or a group of persons may serve in more than one (1) fiduciary capacity with respect to the Plan.

Section 20.07. Claims. Any payment to a Participant or Beneficiary, or to their legal representatives, in accordance with the provisions of the Plan, shall to the extent thereof be in full satisfaction of all claims hereunder against the Plan Representative or the Adopting Employer, either of which may require such Participant, Beneficiary, or legal representative, as a condition precedent to such payment, to execute a receipt and release therefor in such form as shall be determined by the Plan Representative or the Adopting Employer.

Section 20.08. Errors in Benefits.

(a) Effective upon issuance of an Internal Revenue Service favorable advisory letter which covers this provision, notwithstanding any provision in this Section 20.08 to the contrary,

any action upon an underpayment or overpayment shall be brought within six (6) years after the same becomes due and payable. Likewise, GMEBS shall not be required to correct any underpayment or overpayment more than six (6) years after said underpayment or overpayment occurred.

(b) Underpayments. Any underpayments from the Trust Fund to a Retired Participant or to a Beneficiary caused by administrative errors shall be corrected with interest compounded annually from the date of the miscalculated payment. The rate applied shall be the actuarially assumed rate utilized by the plan actuary for estimating future plan investment earnings or, effective on and after January 1, 2014, such other rate established by the Board that is permissible under federal and state law and applicable guidance as of the date of the correction. Underpayments shall be made up from the Adopting Employer's Trust Fund. Effective with respect to underpayments corrected on or after January 1, 2017, in the event a Retired Participant, Pre-Retirement Beneficiary or Post-Retirement Beneficiary to whom a corrective payment is due dies before such payment is made, said corrective payment shall be paid to such Retired Participant's, Pre-Retirement Beneficiary's or Post-Retirement Beneficiary's designated beneficiary, as defined in this subsection (b) or, if there is no such designated beneficiary, to the deceased Retired Participant's, Pre-Retirement Beneficiary's or Post-Retirement Beneficiary's estate. For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of such Retired Participant, Pre-Retirement Beneficiary, or Post-Retirement Beneficiary, as applicable, and the term "surviving" shall mean surviving the Retired Participant, Pre-Retirement Beneficiary, or Post-Retirement Beneficiary, as applicable, by at least thirty-two (32) days.

(c) Overpayments. In the event of an overpayment from the Trust Fund to a Retired Participant or to a Beneficiary caused by administrative error, the following provisions shall apply:

(1) Corrective Amendment Option. In the event of an overpayment that is due to misapplication of the terms of the Plan, the Adopting Employer may be provided the opportunity to amend its Adoption Agreement (a "Corrective Amendment") in order to provide for such overpayment to be permissible under the terms of the plan, but only if the Corrective Amendment is consistent with the circumstances resulting in the overpayment and with the Master Plan, as determined by the Administrator. The Corrective Amendment may be effective either retroactively only, or both retroactively and prospectively.

(2) Determination of Reasonableness of Collection from Retired Participants or Beneficiaries. In the event that the Adopting Employer does not adopt a Corrective Amendment, or that the circumstances resulting in the overpayment or the Master Plan would not permit such an amendment, the Administrator and the Adopting Employer will consult in making a determination of whether collection of the overpayment (in full or in part) from a Retired Participant or Beneficiary is reasonable under the particular facts and circumstances involved. In their determination, the Administrator and the Adopting Employer shall consider (1) the hardship of collection on the Retired Participant or Beneficiary; (2) any legal impediments to collection; and (3) the potential risk of litigation if collection is pursued, in consultation with the affected Adopting Employer's counsel.

(3) Failure to Reach Agreement on Reasonableness of Collection. If the Administrator and the Adopting Employer cannot reach agreement within six (6) months as to whether collection of an overpayment from a Retired Participant or Beneficiary is reasonable, the Board shall make this determination, considering the factors outlined above in paragraph (2).

(4) Collection Process. If a determination under this subsection is made that collection from the Retired Participant or Beneficiary is reasonable, the overpayment shall be corrected with interest compounded annually from the date of the miscalculated payment. The rate applied shall be the actuarially assumed rate utilized by the plan actuary for estimating future plan investment earnings or, effective on and after January 1, 2014, such other rate established by the Board that is permissible under federal and state law and applicable guidance as of the date of the correction. In collecting amounts of the overpayment (in full or in part), the Administrator shall have the discretion to use any of the following options: (i) single sum payments; (ii) installment payments; (iii) actuarial reduction of future Retirement payments; or (iv) deductions from Retirement payments. Retirement payment deductions shall not exceed fifty percent (50%) of the amount of payment from which the deduction is made.

(5) Corrective Payment by Adopting Employer. If full collection of an overpayment is not achieved, either because of a determination that full collection from the Retired Participant or Beneficiary is not reasonable, or because efforts at collection do not result in a full collection of the overpayment, the Adopting Employer shall be responsible for making a separate, supplemental contribution to the Trust Fund in the amount of any uncollected overpayment, including interest as calculated under paragraph

(4) ("corrective contribution"). Any corrective contribution by a Participating Employer must be made at the same time that the next regular employer contribution is due under the Plan. In the event employer contributions are paid in installments, the corrective contribution may be paid over that same installment period, but not to exceed a twelve (12) month period. The corrective contribution may not be included as a portion of the general liability of the Plan for which regular funding contributions are made.

(6) Alternative Correction Approach. If the overpayment involves circumstances that are not addressed in the preceding provisions of this subsection, or if in the determination of the GMEBS board, the overpayment cannot be practicably or appropriately corrected using the methods addressed in this subsection, the Administrator may develop a correction approach that is appropriate under the circumstances, permissible under state and federal law and applicable guidance, and equitable to the parties involved.

(d) Overpayments Due to Delay in Notification of Death of Participant or Beneficiary.

(1) In the event that GMEBS makes a payment to a Retired Participant or to a beneficiary following the death of such Participant or beneficiary, GMEBS will make reasonable efforts (not including litigation or collections processes) to recover said overpayment for a period of 60 days after receiving notice from the Adopting Employer of the Participant's or beneficiary's death. If after 60 days from the date on which GMEBS receives notice of the Participant's or beneficiary's death, GMEBS is unable to recover the overpayment, the Adopting Employer shall be responsible for making a separate, supplemental contribution to the Trust Fund in the amount of any such uncollected overpayment, including interest as calculated under paragraph (c)(4) above

("corrective contribution"). Any corrective contribution by an Adopting Employer must be made at the same time that the next regular Employer Contribution is due under the Plan. In the event Employer Contributions are paid in installments, the corrective contribution may be paid over that same installment period, but not to exceed a twelve (12) month period. The corrective contribution may not be included as a portion of the general liability of the Plan for which regular funding contributions are made.

(2) If the overpayment involves circumstances that are not addressed in the preceding provisions of this subsection, or if in the determination of the GMEBS Board, the overpayment cannot be practicably or appropriately corrected using the methods addressed in this subsection, the Administrator may develop a correction approach that is appropriate under the circumstances, permissible under state and federal law and applicable guidance, and equitable to the parties involved.

Section 20.09. Notice. Any notice given under the Plan shall be sufficient if given to: (1) the Board if addressed to the Administrator at its office; (2) the Adopting Employer if addressed to the address of the Governing Authority indicated in the Adoption Agreement; or (3) a Participant or Beneficiary, when addressed to the Participant at his or her address as it appears in the records of the Administrator or the Adopting Employer.

Section 20.10. Right of Recovery. If the Administrator makes any payment that according to the terms of the Plan and the benefits provided hereunder should not have been made, the Administrator may recover that incorrect payment, whether or not it was made due to the error of the Administrator, from the person to whom it was made, or from any other appropriate party. If any such incorrect payment is made directly to a Participant, the provisions of Section 20.08 apply.

Section 20.11. Evidence of Action. All ordinances, resolutions, forms, orders, requests, documents and instructions provided to the Administrator by an Adopting Employer or by any duly authorized representative (e.g., Plan Representative or Pension Committee Secretary), shall be in writing and the Administrator shall be fully protected in acting in accordance with such ordinances, resolutions, forms, orders, requests, documents and instructions.

Section 20.12. Reliance. The Administrator or Board shall not incur any liability in acting upon any notice, request, signed letter, telegram, form, or other paper or document believed by the Administrator or Board to be genuine or to be executed or sent by an authorized person.

Section 20.13. Information to Administrator. As a condition precedent to GMEBS's administration of the Plan, the Adopting Employer shall provide current information to the Administrator including but not limited to the name, date of birth, date of employment, Enrollment Date, annual Earnings, leaves of absences, Vesting eligibility, Credited Service and Termination date for each Eligible Employee who is or who is expected to become a Participant under the Plan, together with any other information which the Administrator deems necessary. The information provided by the Adopting Employer to the Administrator shall be conclusive as to all persons.

Section 20.14. Participant Data to Administrator. Each Participant and each Beneficiary of a deceased Participant, as applicable, must provide the Administrator any evidence, data or other information as requested by the Administrator for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant furnishes promptly full, true and

complete evidence, data and information when requested by the Administrator. The Administrator shall advise each Participant of the effect of the failure to comply with its request.

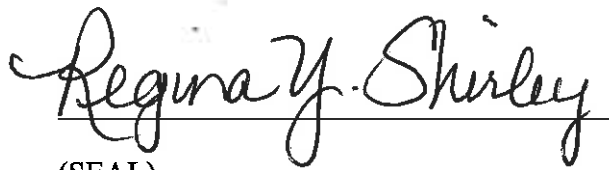
Section 20.15. Treatment of Vacated Court Orders. Notwithstanding any provision to the contrary, a period of employment that was compelled by court order which was subsequently vacated, reversed, or otherwise set aside shall not count as Credited Service under the Plan, except for a period, or partial period, during which the Participant satisfied the eligibility requirements for participation under the Plan. Likewise, Earnings paid to a Participant during any such period shall not be used to compute the Participant's Final Average Earnings, except for a period, or partial period, during which the Participant satisfied the eligibility requirements for participation under the Plan. In the event such a Participant Retires before the order compelling the Participant's reinstatement is vacated, reversed, or otherwise set aside, the Participant's Credited Service and Final Average Earnings shall be revised following such reversal, vacation or otherwise setting aside of the Participant's reinstatement, and the Participant's Retirement benefits shall be recalculated and adjusted accordingly, effective the first day of the month following such action. Any overpayments to the Participant resulting from including Credited Service and Earnings from any such period or partial period of employment during which the Participant did not satisfy the eligibility requirements for participation under the Plan shall be corrected in accordance with Section 20.08 of the Master Plan.

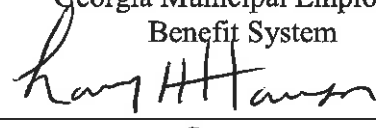
Section 20.16. Entire Plan. The Plan document and the documents incorporated by reference herein shall constitute the only legally governing documents for the Plan. No statement by the Trustees, Adopting Employer, or Administrator shall be used in any claim unless in writing, signed by the party against whom the claim is being made.

The terms of the foregoing Master Defined Benefit Plan Document are hereby adopted and agreed to.

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the Signatures of its duly authorized officers to be affixed this 25th day of June, 2018.

Attest:


(SEAL)

Board of Trustees
Georgia Municipal Employees
Benefit System

Secretary

APPENDIX
REFERENCED SECTIONS OF O.C.G.A.

Copies of sections of the Official Code of Georgia Annotated ("O.C.G.A.") referenced herein, as in effect on the date of adoption of this amended and restated Master Plan Document, are attached hereto and made a part hereof. The Georgia legislature may amend the provisions of the attached O.C.G.A. sections from time to time. Any such amendments by the Georgia legislature are afforded no reliance by the currently issued IRS advisory letter.

**RESOLUTION OF THE
BOARD OF TRUSTEES OF THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM**

**AMENDMENT TO THE RESTATED
GMEBS DEFINED BENEFIT RETIREMENT PLAN**

WHEREAS, the Board of Trustees of the Georgia Municipal Employees Benefit System ("Board") previously adopted the Georgia Municipal Employees Benefit System Defined Benefit Retirement Plan ("Plan"), which was restated in its entirety effective January 1, 2013, as amended, and approved by the Internal Revenue Service by advisory letter dated March 30, 2018;

WHEREAS, the Board amended the funding policy for the Plan on December 8, 2017, to reduce the investment return assumption used for valuation purposes from 7.75% to 7.5%;

WHEREAS, Section 12.06 of the GMEBS Master Defined Benefit Retirement Plan Document ("Master Plan") establishes the factors used to determine actuarial equivalency of retirement benefits other than the single life annuity and to recalculate benefits in the event of re-retirement;

WHEREAS, the GMEBS actuary recommends that the interest rate used in Section 12.06 of the Master Plan be the same as the investment return assumption used in the funding policy;

NOW, THEREFORE, BE IT RESOLVED by the Board this Amendment 1 is hereby adopted to amend the Restated Plan, as follows:

1. Effective as of January 1, 2018, Section 12.06 of the Master Plan, regarding amendment of the Plan, is hereby amended to be and read as follows:

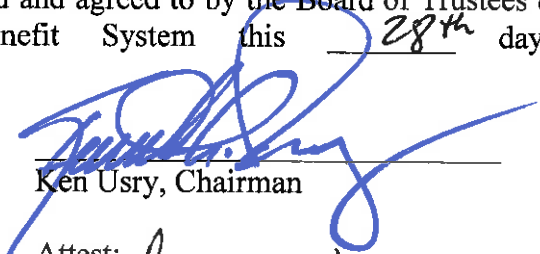
Other Annuity Forms. Conversion factors for other annuity forms shall be computed by an enrolled Actuary on an actuarially equivalent basis assuming that the Participant is retiring at age sixty-five (65) and using the RP 2000 Mortality Table set forward two (2) years for males and one (1) year for females and with interest of seven and one-half percent (7.5%)~~seventy-five one hundredths percent (7.75%)~~, regardless of the actual age and sex of any Participant or Beneficiary. If appropriate, such factors may vary by the difference between the Participant's age and the beneficiary's age. The value of Retirement benefits received by a Participant for purposes of Section 6.06 shall be determined using the RP 2000 Mortality Table set forward two (2) years for males and one (1) year for females and with interest of seven and one-half percent (7.5%)~~seventy-five one hundredths percent (7.75%)~~. Notwithstanding the foregoing, the UP 1984 Mortality Table without age setback and with interest of eight percent (8.0%) was applied for the purpose of computing other annuity forms and calculating the value of Retirement benefits received by a Participant for purposes of Section 6.06 on or after January 1, 2013

and prior to September 26, 2014, and the RP 2000 Mortality Table set forward two (2) years for males and one (1) year for females and with interest of seven and seventy-five one hundredths (7.75%) applied for such purposes from September 26, 2014 through December 31, 2017.

2. In all other respects, the Plan shall be and remain unchanged.

RESOLVED FURTHER by the Board that the appropriate officers of GMEBS are authorized to take any and all actions that they deem appropriate or necessary to effectuate the foregoing resolution on behalf of the Board, including giving notification to adopting employers, and making any additional non-substantive amendments to the Plan as may be necessary or appropriate, including amendments requested by the IRS, and that all prior actions taken in effectuating the foregoing are hereby ratified and confirmed in all respects.

The terms of this Resolution are approved and agreed to by the Board of Trustees of the Georgia Municipal Employees Benefit System this 28th day of September, 2018.


Ken Usry, Chairman

Attest:


Larry Hanson, Secretary-Treasurer

Adopted by the Board of Trustees at the meeting held on September 28, 2018.

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/24/2020
Presenter: Bryan Lackey
Item of Business: BR-2020-07 SPLOST VIII Citizens Review Committee
Meeting Date: 2/4/2020

Purpose of Request:

The purpose of this request is to appoint two individuals to represent the City of Gainesville.

History/Background:

Business Resolution 2019-31 was adopted on August 20, 2019 adopting an intergovernmental agreement related to proceeds from the SPLOST Projects (SPLOST VIII).

Facts & Issues for Consideration:

Two of the nine members on the Citizen Review Committee are to be appointed by the City of Gainesville.

Department Recommendation:

Frank Norton, Jr. and Etherean Williams were nominated to represent the City of Gainesville.

Department Director:

City Manager

If funding is involved, are funds approved within the current budget?

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
BR-2020-07 SPLOST Citizens Review Committee	Resolution

RESOLUTION BR-2020-07

SPLOST VIII CITIZENS REVIEW COMMITTEE

WHEREAS, Hall County voters approved the November 5, 2019 referendum which authorized the Special Purpose Local Option Sales Tax (SPLOST VIII); and

WHEREAS, the SPLOST VIII intergovernmental agreement requires the establishment of a Citizen Review Committee to review the expenditure of SPLOST VIII proceeds and SPLOST VII proceeds as approved by the voters of Hall County; and

WHEREAS, the mission of the Citizens Review Committee is to ensure all Hall County and Municipal SPLOST Program projects are reported as well as executed in an efficient, transparent and fully accountable manner; and

WHEREAS, the Citizens Review Committee shall have nine members with five members representing Hall County; two members representing the City of Gainesville; one member representing the cities of Buford, Braselton, Flowery Branch Oakwood and Rest Haven; and one member representing the cities of Clermont, Gillsville and Lula.

WHEREAS, these appointments shall comply with the requirements of Section 11 Paragraph F of the intergovernmental agreement as attached to Business Resolution 2019-31.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body authorizes the City Manager to submit Frank Norton, Jr. and Etherean Williams as the City's representatives to serve four-year terms on the SPLOST VIII Citizens Review Committee.

BE IT FURTHER RESOLVED THAT the governing body may revisit these appointments as needed.

Adopted this ____ day of _____, 2020.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/19/2019

Presenter: Matt Tate

Item of Business: **Tabled at the January 7, 2020 Council Meeting**
Request from **Capstone Acquisitions, LLC** to annex a 6.148± acres tract located on the southeast side of the intersection of Jesse Jewell Parkway and Old Cornelia Highway (a/k/a **0 Jesse Jewell Parkway**) and to establish zoning as Light Industrial (L-I). **Ward Number: Three**. Tax Parcel Number(s): 00-144-000-023. **Request: Climate controlled storage and office/warehouse.**

- Proposed Annexation Ordinance 2020-01
- Proposed Zoning Ordinance 2020-02

Meeting Date: 2/4/2020

Purpose of Request:

To hold a public hearing pertaining to the following annexation/zoning request as presented at the December 10, 2019 Planning and Appeals Board Meeting and Tabled at the January 7, 2020 Council Meeting:

The applicant is proposing to annex the subject property with a zoning of Light Industrial (L-I). The property is contiguous to the city limits to the northwest across Jesse Jewell Parkway and is zoned Heavy Industrial (I-II) within unincorporated Hall County. In addition, the property is located within the Gainesville and Hall County Gateway Corridor Overlay District and contains a stream. The purpose of the request is to access sewer for the development of a 3-story, 65,100 square foot climate-controlled storage facility and a freestanding, 5,400 square foot office/warehouse building. One access driveway is proposed from Old Cornelia Highway. The adjacent uses include single-family residential uses and a power substation, Brenau softball field, railroad right-of-way, undeveloped land and single-family homes.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Staff and PAB recommended approval with seven conditions. See PAB Recommendation Report for details and excerpts from the meeting minutes.

SAMPLE MOTIONS

Approval of Ordinance 2020-01 :
I move to approve the ordinance to annex the subject property into the City as requested.

Approval of Ordinance 2020-02 :
I move to approve the ordinance to establish zoning as Light Industrial with seven conditions as presented.

Denial of the Request:
I move to deny the request.

Department Director:

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description		Type
☐	Legal Ad	Legal Ad
☐	Legal Ad - Capstone for 2/4/20 CM	Legal Ad
☐	PAB Recommendation Report	Report
☐	Proposed Annexation Ordinance 2020-01	Ordinance
☐	Proposed Zoning Ordinance 2020-02	Ordinance
☐	Exhibit A - Narrative	Attachments/Exhibits
☐	Exhibit B - Concept Plan	Attachments/Exhibits
☐	Exhibit C - Architectural Renderings	Attachments/Exhibits
☐	Location Maps	Backup Material
☐	Survey	Backup Material
☐	Trip Generation Letter	Backup Material

**COMBINED LEGAL AD
Gainesville Planning and Appeals Board
Gainesville City Council**

**Publish Sunday, November 24, 2019
THE TIMES**

NOTICE OF PLANNING AND APPEALS BOARD PUBLIC HEARING

Notice is hereby given that the **Gainesville Planning and Appeals Board** will conduct a public hearing on **Tuesday, December 10, 2019 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

- 1) Request from **Smile Doctors** to vary the sign lighting requirements on a 1.16± acres tract located on the southwest side of the intersection of South Enota Drive and Park Hill Drive (a/k/a **1071 South Enota Drive, NE**), having a zoning classification of Office and Institutional (O-I).
Ward Number: Two
Tax Parcel Number(s): 01-077-001-027
Request: Internally illuminated monument sign and wall signs
- 2) Request from **Capstone Acquisitions, LLC** to annex a 6.148± acres tract located on the southeast side of the intersection of Jesse Jewell Parkway and Old Cornelia Highway (a/k/a **0 Jesse Jewell Parkway**) and to establish zoning as Light Industrial (L-I).
Ward Number: Three
Tax Parcel Number(s): 00-144-000-023
Request: Climate controlled storage and office/warehouse
- 3) Request from **City of Gainesville** to rezone a 6.84± acres tract located on the southeast corner of the intersection of Jesse Jewell Parkway and Bradford Street, having road frontage on the north side of College Avenue (a/k/a **110 and 120 Jesse Jewell Parkway, SE; 525 Bradford Street, SE; 111 College Avenue, SE**) from Planned Unit Development (P-U-D) and General Business (G-B) to Planned Unit Development (P-U-D).
Ward Number: Three
Tax Parcel Number(s): 01-010-001-001
Request: Mixed-use development
- 4) Request from **City of Gainesville** to rezone a 4.1± acres tract located on the southwest corner of the intersection of Main Street and Parker Street, having road frontage on the north side of Banks Street and the east side of Grove Street (a/k/a **610 and 622 Main Street, SW; 605 Grove Street, SW**) from Light Industrial (L-I) to Planned Unit Development (P-U-D).
Ward Number: Three
Tax Parcel Number(s): 01-011-004-001
Request: Mixed-use development

**NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS TO THE
GAINESVILLE ZONING MAP**

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, January 7, 2020 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

- 1) Request from **Capstone Acquisitions, LLC** to annex a 6.148± acres tract located on the southeast side of the intersection of Jesse Jewell Parkway and Old Cornelia Highway (a/k/a **0 Jesse Jewell Parkway**) and to establish zoning as Light Industrial (L-I).
Ward Number: Three
Tax Parcel Number(s): 00-144-000-023
Request: Climate controlled storage and office/warehouse
- 2) Request from **City of Gainesville** to rezone a 6.84± acres tract located on the southeast corner of the intersection of Jesse Jewell Parkway and Bradford Street, having road frontage on the north side of College Avenue (a/k/a **110 and 120 Jesse Jewell Parkway, SE; 525 Bradford Street, SE; 111 College Avenue, SE**) from Planned Unit Development (P-U-D) and General Business (G-B) to Planned Unit Development (P-U-D).
Ward Number: Three
Tax Parcel Number(s): 01-010-001-001
Request: Mixed-use development
- 3) Request from **City of Gainesville** to rezone a 4.1± acres tract located on the southwest corner of the intersection of Main Street and Parker Street, having road frontage on the north side of Banks Street and the east side of Grove Street (a/k/a **610 and 622 Main Street, SW; 605 Grove Street, SW**) from Light Industrial (L-I) to Planned Unit Development (P-U-D).
Ward Number: Three
Tax Parcel Number(s): 01-011-004-001
Request: Mixed-use development

Additional information is available from the Community and Economic Development Department, Planning Division, by calling 770-531-6570.

NOTE: In accordance with Georgia law, anyone who wishes to express opposition to the proposed zoning action, and has made, within two years immediately preceding the filing of the proposed zoning action, campaign contributions aggregating \$250 or more to a local government official who will consider the application, shall file a disclosure of contribution(s) with the Planning Division at least five (5) days prior to the first reading of the proposed zoning action by the City Council. (OCGA § 36-67A-3 3 {c})

LEGAL AD
Gainesville City Council

Publish Sunday, January 19, 2020
THE TIMES

**NOTICE OF PUBLIC HEARING ON PROPOSED
AMENDMENTS TO THE GAINESVILLE ZONING MAP**

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, February 4, 2020 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following request:

- 1) Request from **Capstone Acquisitions, LLC** to annex a 6.148± acres tract located on the southeast side of the intersection of Jesse Jewell Parkway and Old Cornelia Highway (a/k/a **0 Jesse Jewell Parkway**) and to establish zoning as Light Industrial (L-I).
Ward Number: Three
Tax Parcel Number(s): 00-144-000-023
Request: Climate controlled storage and office/warehouse

Additional information is available from the Community and Economic Development Department, Planning Division, by calling 770-531-6570.

NOTE: In accordance with Georgia law, anyone who wishes to express opposition to the proposed zoning action, and has made, within two years immediately preceding the filing of the proposed zoning action, campaign contributions aggregating \$250 or more to a local government official who will consider the application, shall file a disclosure of contribution(s) with the Planning Division at least five (5) days prior to the first reading of the proposed zoning action by the City Council. (OCGA § 36-67A-3 3 {c})

**GAINESVILLE PLANNING and APPEALS BOARD
RECOMMENDATION**

Applicant and Property Owner..... Capstone Acquisitions, LLC
Location..... 0 Jesse Jewell Parkway
Request..... Annex with a zoning of Light Industrial (L-I)
Total Acres 6.148± acres
Ward..... Three
Proposed Use..... Climate-controlled self-storage and
Office/warehouse
Planning Division Staff Recommendation **Approval, with conditions**
Planning & Appeals Board Recommendation..... **Approval, with conditions**
Date..... December 10, 2019

▪ **Applicant's Proposal and Background Information**

The applicant is proposing to annex the subject property with a zoning of Light Industrial (L-I). The property is contiguous to the city limits to the northwest across Jesse Jewell Parkway and is currently zoned Heavy Industrial (I-II) within unincorporated Hall County. As well, the property is located within the Gainesville and Hall County Gateway Corridor Overlay District and contains a water line easement, sanitary sewer easement, stream, powerline easement and is located within a future flood zone. Adjacent uses include single-family homes, power substation, Brenau University softball field and the railroad. The purpose of the request is to access sewer for the development of a 3-story, 65,100 square foot climate-controlled storage facility and a freestanding, 5,400 square foot office/warehouse building. One access driveway is proposed from Old Cornelia Highway which is maintained by the county. The exterior of each building will consist of a mixture of brick and EIFS materials with accent metal and aluminum materials consistent with the Gateway Corridor Overlay Zone requirements. In addition, the applicant has obtained a permit from Hall County and GDOT for a digital billboard on the property facing Jesse Jewell Parkway. The permit from Hall County was approved on August 15, 2019 for a two-sided, 300 square foot per side digital billboard.

The Future Development Map for the City of Gainesville places the subject property within the *Industrial* land use category and within the *Historic Mill Villages* Character Area which are consistent with the proposal. According to the Georgia Department of Transportation (GDOT), the developer will need to coordinate with GDOT since this development will impact the State Route System. According to the Department of Water Resources, all development within the future flood zone will be required to meet the floodplain ordinance requirements.

The Planning Division staff is recommending **conditional approval** of the proposed annexation request with **Light Industrial (L-I) zoning**, based on the Comprehensive Plan and the adjacent residential and non-residential land uses with seven conditions.

▪ **Adjacent Land Use and Zoning**

Location	Use	Zoning
North	Single-family homes; Power sub station	Residential-II (R-II) -County
South	Brenau University Sports Complex;	Highway Business (H-B) -County
East	Railroad; Undeveloped land	Heavy Industrial (I-II) -County
West	Future Limestone Greenway mixed-use development Single-family and duplex homes; Church	Planned Unit Development (PUD)- City Residential-II (R-II) - County Planned Office Development (POD) & Planned Residential Development (PRD)- County

Significant uses within the surrounding area include Lakeview Academy, Northeast Georgia Health Medical Center and Atlanta Botanical Garden and the New Holland Market shopping center.

▪ **Other Departmental Comments**

According to the Georgia Department of Transportation (GDOT), the developer will need to coordinate with GDOT since this development will impact the State Route System.

According to the Department of Water Resources, all development within the future flood zone will be required to meet the floodplain ordinance requirements.

▪ **Zoning History**

The following zoning actions have taken place in the immediate area during the last ten years:

2018 – A request by Limestone Greenway, LLC to annex a 75.12± acres tract with a zoning of Planned Unit Development (P-U-D) located at 0 and 2065 Limestone Parkway was conditionally approved for a mixed-use development.

2017 – A request by Keel Property Management, LLC to annex a 6.32± acres tract with a zoning of General Business (G-B) located at 0 White Sulphur Road Drive was conditionally approved for restaurant, retail and a carwash.

2017 – A request by the City of Gainesville to rezone 53.177± acres located at 1514, 1515, 1545, 1560 and 1581 Community Way from Residential-II (R-II) to Office and Institutional (O-I) zoning was approved for existing uses and for future professional office purposes.

2016 – A request by Timothy Bullard to annex a 20.417± acres tract located at 1582 and 1586 Pine Valley Road was denied for a 240-unit apartment complex with Residential-II (R-II) zoning.

2012 – A request by Pacolet Milliken Enterprises, Inc. to annex a 68.223± acres tract located at 601 White Sulphur Road was approved with conditional Planned Unit Development (P-U-D) zoning for a mixed-use development.

▪ **Staff Analysis**

(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

The surrounding area has experienced significant residential and commercial growth within the last 10 years. The adjacent and nearby property includes a mixture of single-family, multi-family, commercial, industrial and public uses. The proposed zoning of Light Industrial (L-I) is considered a less intense zoning than the property's existing zoning of Heavy Industrial (I-II) in the county. The proposed climate-controlled self-storage facility and office/warehouse building are uses that will support other nearby uses.

(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

The proposed development should not adversely affect the adjacent properties, but some level of effects will occur given the property is currently undeveloped. Climate controlled storage facilities and small office/warehouse uses generally produce less impacts such as traffic compared to heavy commercial or industrial uses. Given that the property is adjacent to the railroad, residential development would be less desirable for the property. Significant soil erosion measures will be required to properly mitigate potential impacts to the existing stream and future flood zone area within the property. As well, the proposed location of the office/warehouse building within the future flood zone is highly discouraged and may prohibit this portion of the development.

(3) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?

It is staff's opinion that the proposal is consistent with the Comprehensive Plan. The Future Development Map for the City of Gainesville places the subject property within the *Industrial* land use category. This category includes areas containing or planned for a wide range of office, business, light industrial, manufacturing, research and development uses; and commercial uses that directly support or are otherwise linked to the dominant business use.

In addition, the subject property is located within the *Historic Mill Villages* Character Area. The vision for this character area is to include historic preservation and incremental restoration as a priority for the mill village area. New development should be designed to incorporate green technologies and practices as well as architecture consistent with the forms and materials of the mill and housing. Greenfield sites should be carefully planned and controlled to protect Limestone Creek. Opportunities may exist for future adaptive reuse for mixed-use development and neighborhood serving commercial. Land uses allowed within this character area include medium density residential, mixed-use, commercial, public / institutional, and parks / recreation / conservation.

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

The subject property is currently zoned for heavy industrial purposes in the county. The proposed light industrial use will have less impact on the property, adjacent properties and surrounding area. The applicant desires to utilize sewer services which requires the property to be annexed given it is adjacent to the city limits.

(5) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

Nearby developments currently utilize City water and sewer services and there is sufficient capacity to serve the development. Water and sewer extension to the development will be required.

The peak hour generation for this project was calculated at 15 A.M. / 22 P.M. two-way trips and the 24-hour volume is 206 two-way trips. The applicant will be required to coordinate with Gainesville, Hall County and GDOT regarding any access and driveway improvements.

Existing public safety services respond to the adjacent and nearby properties. Gainesville Fire Station #1 off of Queen City Parkway is located approximately 2.8 miles away. The future Fire Station #2 off of Cleveland Highway will be located 2.15 Miles away. As well, Hall County Fire Station #7 off of East Crescent Drive is located approximately 0.7 miles away.

Given the proposal is for nonresidential purposes, there should be no negative impact to the Gainesville City School System.

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

The subject property and surrounding area have been impacted by growth along the Jesse Jewell Parkway and Limestone Parkway due to its proximity to Exit 24/I-985, Northeast Georgia Medical Center and downtown Gainesville.

The proposed development appears to be of high quality and could support many of the nearby residential uses including some of the nearby single-family homes as well as future development including The Mill at New Holland 274-unit apartments currently under construction behind Kroger, and future residential uses within the adjacent Limestone Greenway mixed-use development.

(7) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Due to the subject property's proximity to existing residential, commercial and industrial land uses, the proposed use, *with the recommended conditions of zoning* appears to promote a reasonable balance between the interests of the City, the property owner, and neighboring residents and property owners.

▪ **Staff Recommendation**

The Planning Division staff is recommending **conditional approval** of the proposed annexation request with **Light Industrial (L-I) zoning**, based on the Comprehensive Plan and the adjacent residential and non-residential land uses.

Conditions

- 1. The development standards within the applicant's narrative, concept plan and architectural renderings shall be made part of the zoning ordinance, and shall be subject to the Community & Economic Development Director approval. Any zoning conditions adopted as part of this zoning ordinance that conflict with the applicant's**

narrative, concept plan and architectural renderings shall take precedence over the applicant's development standards.

2. Prohibited uses for the subject property shall include extended stay hotels, motels/hotels with rooms accessed from the exterior of the building, adult novelty stores group homes, crisis centers, adult entertainment centers, pawn shops, dollar-type stores, massage parlors, hookah lounge, tobacco or vaping stores, gas station/convenience stores, tire stores, auto parts stores, auto body shops, automobile sales establishments, marine sales or repair stores, automated or non-automated car washes, truck stops, coin-laundry facilities, tattoo parlors, psychics, fortune tellers, clairvoyants and the like.
3. The final design of all water quality measures is subject to the review and approval of the Department of Water Resources Director.
4. The frontage landscape areas shall be sodded with grass and contain minimum 3-inch caliper size hardwood trees subject to the Community & Economic Development Director approval.
5. The subject property shall be limited to two (2) monument signs, each not to exceed 10-feet in height, 50 square feet of sign face area, 96 square feet of total sign structure area with internal or external lighting. Wall/building signs shall also be permitted upon meeting the standards of the Unified Land Development Code.
6. All access point design for the subject property shall require review and approval by the Hall County Public Works Department, Gainesville Public Works Director and the Georgia Department of Transportation. All required access/traffic/sidewalk improvements associated with the proposed development shall be constructed at the full expense of the property owner/developer.
7. An updated as-built boundary survey/plat of the subject property, indicating all improvements required for the proposed use, shall be recorded prior to obtaining a Certificate of Occupancy.

Excerpts from the December 10, 2019 PAB Meeting Minutes

Applicant Presentation: Jonathan Collins, 1761 Valley Road, stated he is the owner/developer the property. He states there are access challenges with no access being off of Jesse Jewell and the back portion creates a visibility issue. He also stated the climate-controlled storage units will sit on the very back of the property and is the best use for the property along with a warehouse/office. He agrees with the seven conditions and will work with the Environmental Protection Division and Corps of Engineers regarding the challenges with the site and will abide with all requirements.

FAVOR: None

OPPOSE: None

Planning and Appeals Board Comments: None

There was a motion to recommend conditional approval of the request with the following conditions:

Conditions

1. The development standards within the applicant's narrative, concept plan and architectural renderings shall be made part of the zoning ordinance, and shall be subject to the Community & Economic Development Director approval. Any zoning conditions adopted as part of this zoning ordinance that conflict with the applicant's narrative, concept plan and architectural renderings shall take precedence over the applicant's development standards.
2. Prohibited uses for the subject property shall include extended stay hotels, motels/hotels with rooms accessed from the exterior of the building, adult novelty stores group homes, crisis centers, adult entertainment centers, pawn shops, dollar-type stores, massage parlors, hookah lounge, tobacco or vaping stores, gas station/convenience stores, tire stores, auto parts stores, auto body shops, automobile sales establishments, marine sales or repair stores, automated or non-automated car washes, truck stops, coin-laundry facilities, tattoo parlors, psychics, fortune tellers, clairvoyants and the like.
3. The final design of all water quality measures is subject to the review and approval of the Department of Water Resources Director.
4. The frontage landscape areas shall be sodded with grass and contain minimum 3-inch caliper size hardwood trees subject to the Community & Economic Development Director approval.
5. The subject property shall be limited to two (2) monument signs, each not to exceed 10-feet in height, 50 square feet of sign face area, 96 square feet of total sign structure area with internal or external lighting. Wall/building signs shall also be permitted upon meeting the standards of the Unified Land Development Code.
6. All access point design for the subject property shall require review and approval by the Hall County Public Works Department, Gainesville Public Works Director and the Georgia Department of Transportation. All required access/traffic/sidewalk improvements associated with the proposed development shall be constructed at the full expense of the property owner/developer.
7. An updated as-built boundary survey/plat of the subject property, indicating all improvements required for the proposed use, shall be recorded prior to obtaining a Certificate of Occupancy.

Motion made by Board Member Martin

Motion seconded by Board Member Thompson

Vote – 7 favor

Passed: _____

AN ORDINANCE

No. 2020-01

AN ORDINANCE ANNEXING A 6.148± ACRES TRACT LOCATED ON THE SOUTHEAST SIDE OF THE INTERSECTION OF JESSE JEWELL PARKWAY AND OLD CORNELIA HIGHWAY (A/K/A 0 JESSE JEWELL PARKWAY); ADJACENT TO BUT NOT NOW WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE, GEORGIA; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to City Limit Boundary)

WHEREAS, a 6.148± acres tract located on the southeast side of the intersection of Jesse Jewell Parkway and Old Cornelia Highway (a/k/a **0 Jesse Jewell Parkway**), lies within the unincorporated lands of Hall County and adjoins the existing corporate limits of the City of Gainesville; and

WHEREAS, the hereinafter described lands be incorporated and annexed into the City of Gainesville.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I.

That from and after the passage of this Ordinance the following described lands are and shall be annexed into the existing corporate limits of the City of Gainesville, Georgia, so that said lands shall constitute a part of the land within the corporate limits of the City of Gainesville, Georgia, as fully and completely as if the limits had been so defined by the General Assembly of Georgia.

Legal Description

All that tract or parcel of land lying and being in Land Lots 122, 123, 133, & 134, 9th District, Hall County, GA and being shown and delineated on plat of survey prepared for Capstone Property Group, LLC by Rochester & Assoc. Ga. Reg. Sur. dated October 17, 2017 and being more particularly described according to said survey as follows:

TO FIND THE POINT OF BEGINNING, begin at the centerline intersection of Victory Street and Jesse Jewell Parkway; thence South 81 degrees 11 minutes 56 seconds East 115.41 feet to an iron pin set being the POINT OF BEGINNING; thence North 55 degrees 49 minutes 56 seconds East 130.35 feet to a point; thence a chord distance and degree North 67 degrees 51 minutes 14 seconds East 207.21 feet to a point; thence North 79 degrees 52 minutes 33 seconds East 0.95 feet to a point; thence a chord distance and degree North 86 degrees 37 minutes 34 seconds East 228.60 feet to an iron pin found on the Southerly right of way of Old Cornelia Hwy; thence continuing along said right of way South 80 degrees 57 minutes 33

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seconds East 248.44 feet to a point; thence continuing along said right of way South 75 degrees 00 minutes 28 seconds East 83.55 feet to an iron pin set; thence leaving said right of way South 28 degrees 34 minutes 40 seconds West 579.63 feet to an iron pin set; thence North 54 degrees 59 minutes 09 seconds West 705.37 feet to an iron pin set being the POINT OF BEGINNING. Containing 6.148 acres according to said survey.

The annexation is to include all that portion of right-of-way known as Jesse Jewell Parkway as shown on the location map.

SECTION II.

The Community and Economic Development Department of the City of Gainesville is directed to make and file with the Department of Community Affairs of the State of Georgia a certified copy of this Ordinance together with a plat describing lands annexed to the City of Gainesville by this Ordinance.

SECTION III.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION IV.

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION V.

The effective date of this Ordinance shall be the first day of the month following approval by the governing body of the City of Gainesville, Georgia.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

Passed: _____

AN ORDINANCE

No. 2020-02

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON A 6.148± ACRES TRACT LOCATED ON THE SOUTHEAST SIDE OF THE INTERSECTION OF JESSE JEWELL PARKWAY AND OLD CORNELIA HIGHWAY (A/K/A 0 JESSE JEWELL PARKWAY) AT THE TIME OF ANNEXATION AS LIGHT INDUSTRIAL, WITH CONDITIONS (L-I-c); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to Zoning Map)

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I.

That from and after the passage of this Ordinance the following described lands shall be zoned and so designated on the Zoning Map of the City of Gainesville as **Light Industrial, with conditions (L-I-c)**.

Conditions

- 1. The development standards within the applicant's narrative, concept plan and architectural renderings shall be made part of the zoning ordinance, and shall be subject to the Community & Economic Development Director approval. Any zoning conditions adopted as part of this zoning ordinance that conflict with the applicant's narrative, concept plan and architectural renderings shall take precedence over the applicant's development standards.**
- 2. Prohibited uses for the subject property shall include extended stay hotels, motels/hotels with rooms accessed from the exterior of the building, adult novelty stores group homes, crisis centers, adult entertainment centers, pawn shops, dollar-type stores, massage parlors, hookah lounge, tobacco or vaping stores, gas station/convenience stores, tire stores, auto parts stores, auto body shops, automobile sales establishments, marine sales or repair stores, automated or non-automated car washes, truck stops, coin-laundry facilities, tattoo parlors, psychics, fortune tellers, clairvoyants and the like.**
- 3. The final design of all water quality measures is subject to the review and approval of the Department of Water Resources Director.**
- 4. The frontage landscape areas shall be sodded with grass and contain minimum 3-inch caliper size hardwood trees subject to the Community & Economic Development Director approval.**

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- 5. The subject property shall be limited to two (2) monument signs, each not to exceed 10-feet in height, 50 square feet of sign face area, 96 square feet of total sign structure area with internal or external lighting. Wall/building signs shall also be permitted upon meeting the standards of the Unified Land Development Code.**
- 6. All access point design for the subject property shall require review and approval by the Hall County Public Works Department, Gainesville Public Works Director and the Georgia Department of Transportation. All required access/traffic/sidewalk improvements associated with the proposed development shall be constructed at the full expense of the property owner/developer.**
- 7. An updated as-built boundary survey/plat of the subject property, indicating all improvements required for the proposed use, shall be recorded prior to obtaining a Certificate of Occupancy.**

Legal Description

All that tract or parcel of land lying and being in Land Lots 122, 123, 133, & 134, 9th District, Hall County, GA and being shown and delineated on plat of survey prepared for Capstone Property Group, LLC by Rochester & Assoc. Ga. Reg. Sur. dated October 17, 2017 and being more particularly described according to said survey as follows:

TO FIND THE POINT OF BEGINNING, begin at the centerline intersection of Victory Street and Jesse Jewell Parkway; thence South 81 degrees 11 minutes 56 seconds East 115.41 feet to an iron pin set being the POINT OF BEGINNING; thence North 55 degrees 49 minutes 56 seconds East 130.35 feet to a point; thence a chord distance and degree North 67 degrees 51 minutes 14 seconds East 207.21 feet to a point; thence North 79 degrees 52 minutes 33 seconds East 0.95 feet to a point; thence a chord distance and degree North 86 degrees 37 minutes 34 seconds East 228.60 feet to an iron pin found on the Southerly right of way of Old Cornelia Hwy; thence continuing along said right of way South 80 degrees 57 minutes 33 seconds East 248.44 feet to a point; thence continuing along said right of way South 75 degrees 00 minutes 28 seconds East 83.55 feet to an iron pin set; thence leaving said right of way South 28 degrees 34 minutes 40 seconds West 579.63 feet to an iron pin set; thence North 54 degrees 59 minutes 09 seconds West 705.37 feet to an iron pin set being the POINT OF BEGINNING. Containing 6.148 acres according to said survey.

The annexation is to include all that portion of right-of-way known as Jesse Jewell Parkway as shown on the location map.

SECTION II.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION III.

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

ORDINANCE NO. 2020-02

SECTION IV.

This Ordinance is enacted as an amendment to the Code of the City of Gainesville, Georgia, and is to be codified as a part of Section 9-1-1-5.

SECTION V.

The effective date of this Ordinance shall be the first day of the month following approval by the governing body of the City of Gainesville, Georgia.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk



CAPSTONE

October 14, 2019

Matt Tate
Community and Economic Development Deputy Director
311 Henry Ward Way
Gainesville, GA 30501

Jonathan Collins
President
Capstone Property Group, LLC
1485 Jesse Jewell Parkway, Ste 100
Gainesville, GA 30501

RE: Narrative Report – Property Zoning Request – Tax Parcel 00144000023

Matt,
Capstone Property Group, LLC is providing a zoning/annexation application for the 6.148 acres currently in Hall County and located at the corner of Old Cornelia and Jesse Jewell Parkway with the above referenced tax parcel ID. We are requesting the property be annexed into the City of Gainesville and additionally be rezoned from I-2 to L-1 to accommodate a three-story climate controlled self-storage facility along with an additional outparcel to be used for the development of a one story 5,400 sq ft office/warehouse building. As previously stated the property is currently zoned I-2 with self-storage facilities being a permitted use within Hall County, however due to annexing the property into the City of Gainesville it is our understanding that self-storage would be considered a special purpose use within the Limestone Overlay District thus requiring a rezoning to L-1. Both structures will be developed and constructed using the Limestone Gateway Architectural Standards.

Included in the attached zoning packet is the following documents:

- Zoning/Annexation Application
- Traffic Study
- Survey
- Legal Description
- Site Plan
- Renderings (office/warehouse and self-storage)

We appreciate your consideration of this request and we look forward to working with you on this project. If you require any additional information or have any questions please do not hesitate to contact me directly.

Regards,

Jonathan Collins
Capstone Property Group, LLC
770-519-5598
jonathan.collins@capstonepropertygroup.net

✉ jonathan.collins@capstonepropertygroup.net

EXHIBIT B - Concept Plan

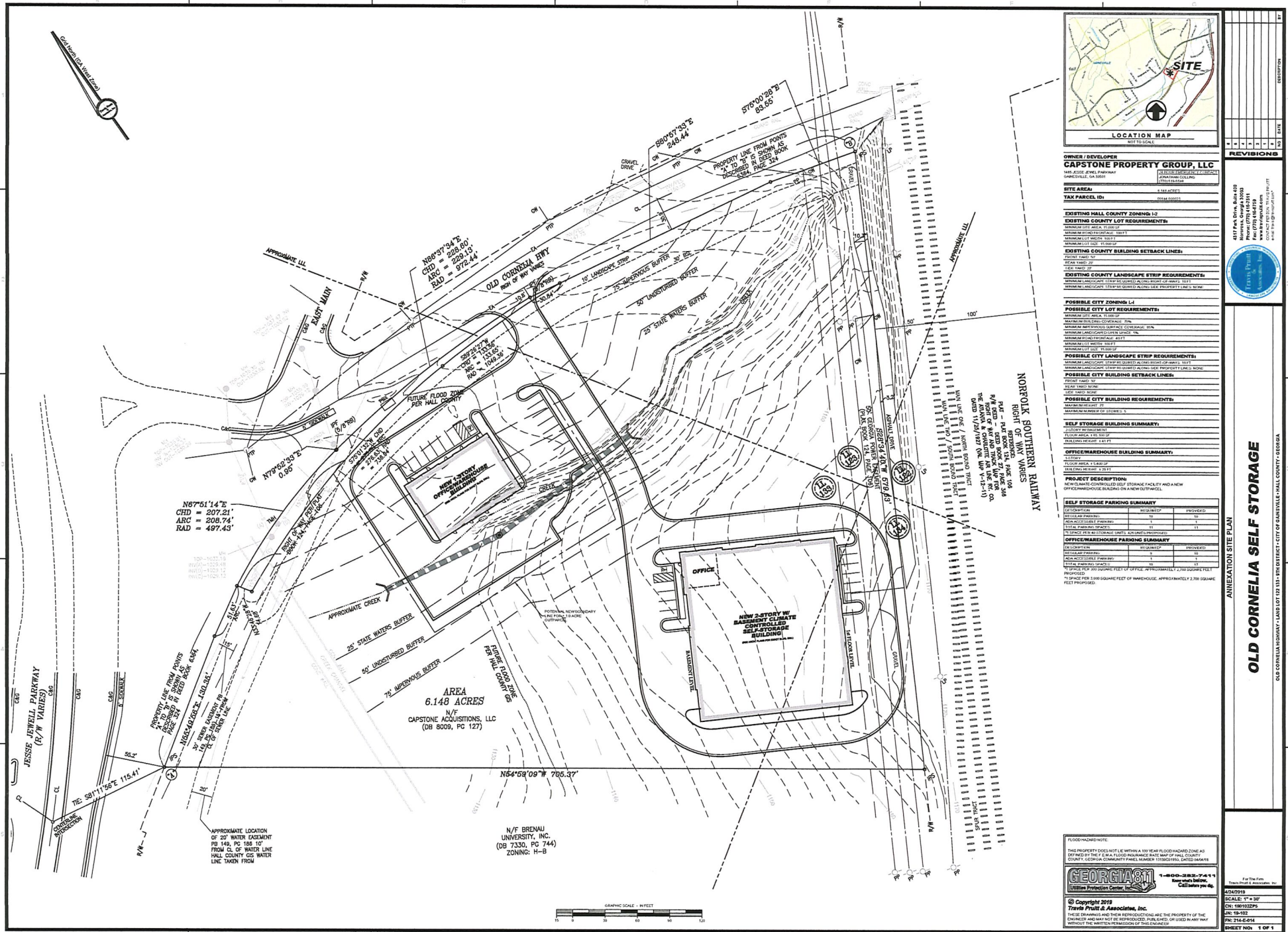
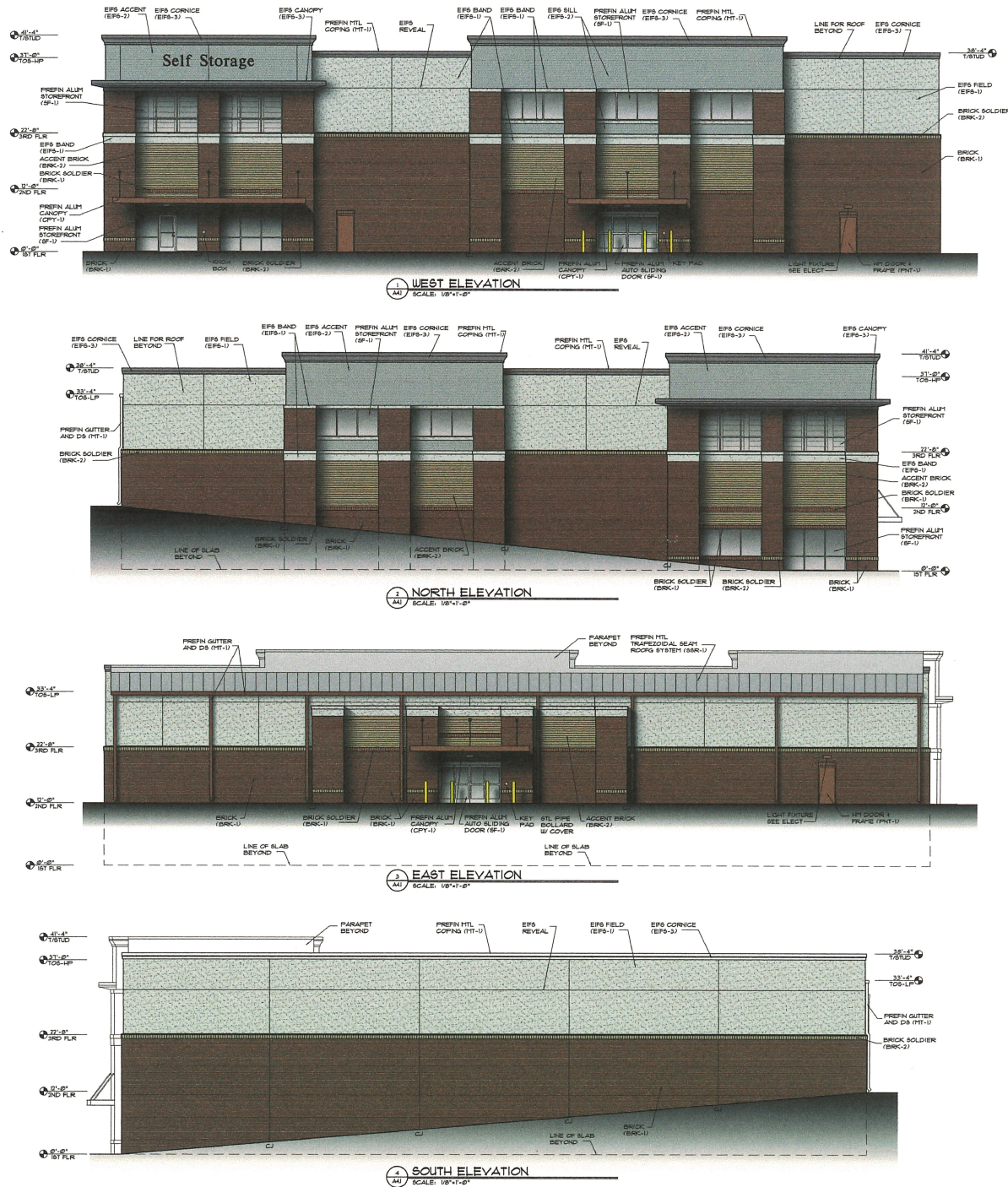


EXHIBIT C - Architectural Renderings



THESE DRAWINGS AND DESIGN ARE PREPARED BY THE ARCHITECT FOR THE CLIENT'S USE ONLY. THEY ARE NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE ARCHITECT'S WRITTEN CONSENT. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THESE DRAWINGS.

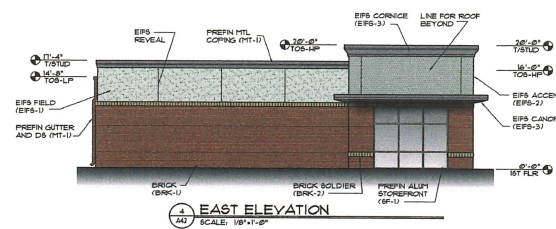
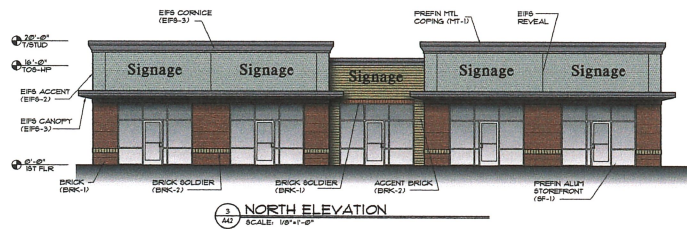
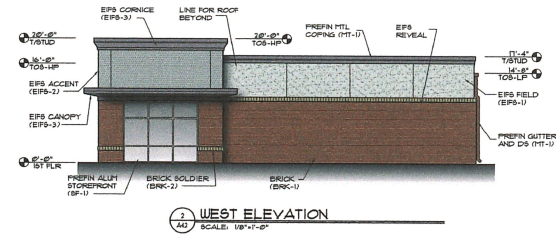
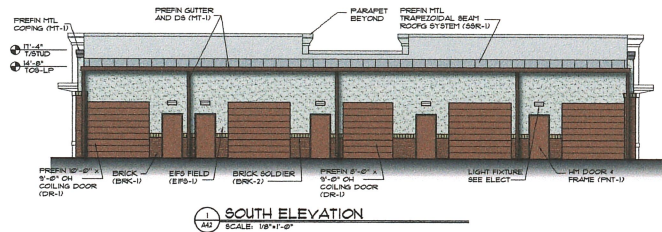
Old Comelia Hwy Self Storage
Old Comelia Hwy
Gainsville, GA



ISSUE: NOT FOR CONSTRUCTION
REVISIONS:

PROJECT NUMBER
2019
DATE
4-12-19

SHEET NUMBER
A4.1



THESE DRAWINGS AND DESIGN ARE THE PROPERTY OF STANARD ARCHITECTURE, INC. AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF STANARD ARCHITECTURE, INC. ANY REPRODUCTION OR TRANSMISSION OF THESE DRAWINGS WITHOUT THE WRITTEN PERMISSION OF STANARD ARCHITECTURE, INC. SHALL BE IN VIOLATION OF THE COPYRIGHT LAWS OF THE UNITED STATES OF AMERICA AND MAY BE SUBJECT TO CIVIL AND CRIMINAL PENALTIES. THESE DRAWINGS ARE NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF STANARD ARCHITECTURE, INC. ANY REPRODUCTION OR TRANSMISSION OF THESE DRAWINGS WITHOUT THE WRITTEN PERMISSION OF STANARD ARCHITECTURE, INC. SHALL BE IN VIOLATION OF THE COPYRIGHT LAWS OF THE UNITED STATES OF AMERICA AND MAY BE SUBJECT TO CIVIL AND CRIMINAL PENALTIES.

Old Comelia Hwy
Office / Warehouse
Old Comelia Hwy
Gainesville, GA



ISSUE	NOT FOR CONSTRUCTION
REVISIONS:	

PROJECT NUMBER	2019
DATE	4-12-19

SHEET NUMBER
A4.2



Applicant:

CAPSTONE ACQUISITIONS, LLC

ANNEXATION REQUEST

Request:

Annex 6.148+/- acres and establish zoning as Light Industrial (L-I) for a climate controlled self-storage & office/warehouse

Subject Property Address:

0 Jesse Jewell Parkway

Tax Parcel:

00-144-000-023

Meeting Date: 12/10/2019

Map Prepared: 11/19/2019



Subject Property



Right-of-Way to be Annexed



0 150 300 450 600 Feet

1" = 250'



CITY OF

GAINESVILLE

COMMUNITY AND ECONOMIC DEVELOPMENT





Applicant:

CAPSTONE ACQUISITIONS, LLC

ANNEXATION REQUEST

Request:

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Subject Property Address:

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Meeting Date: 12/10/2019

Map Prepared: 11/19/2019



Subject Property and
Right-of-Way to be Annexed



0 150 300 450 600 Feet

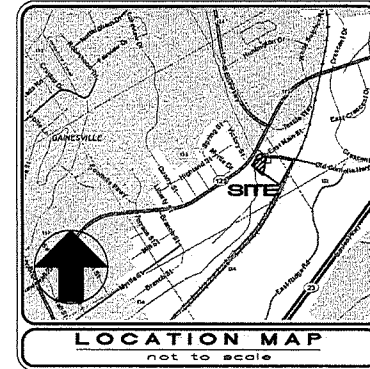
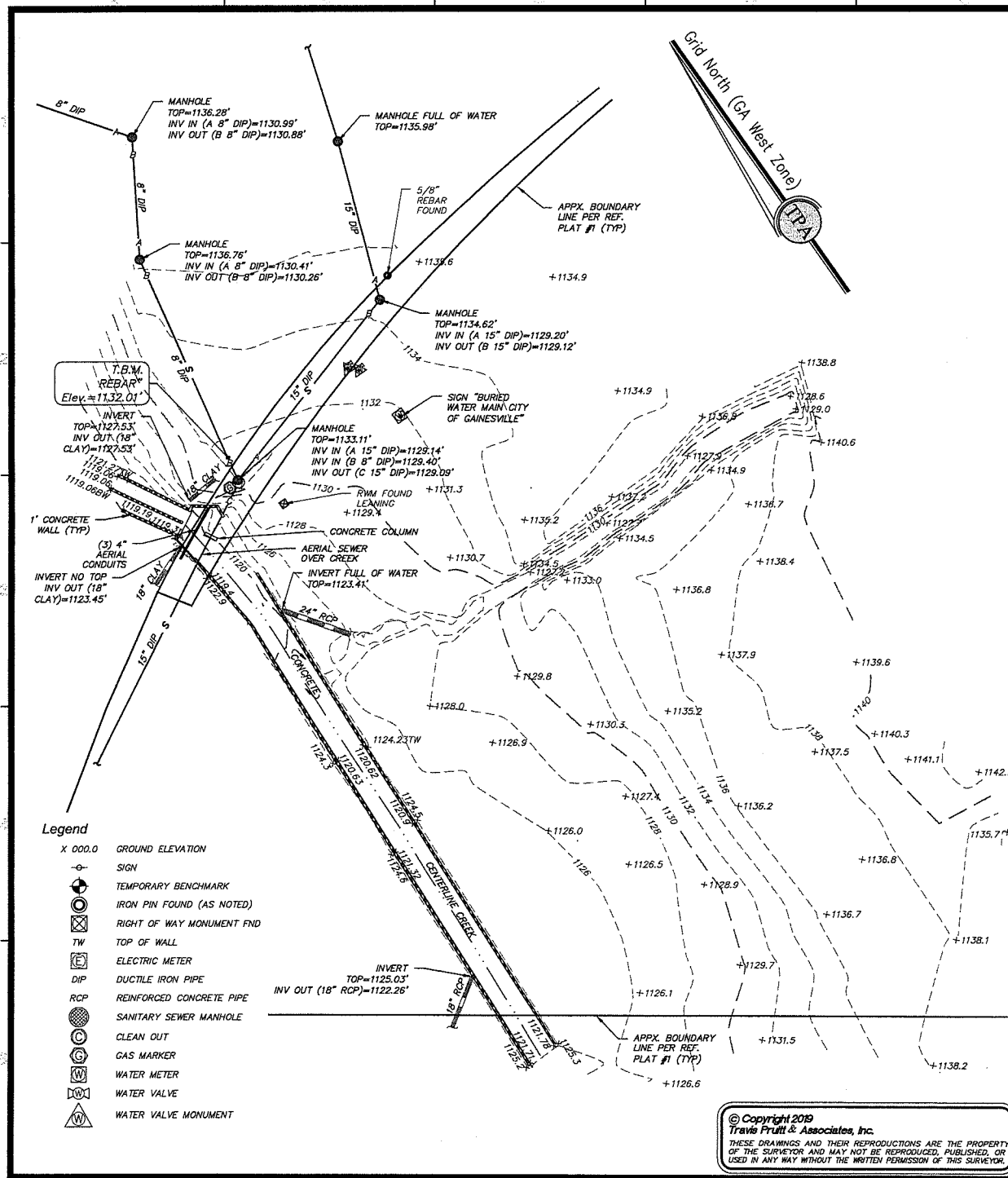
1" = 250'



CITY OF
GAINESVILLE

COMMUNITY AND ECONOMIC DEVELOPMENT





UTILITY STATEMENT:

1. Information regarding the reputed presence, size, character and location of existing underground utilities and structure is shown hereon. There is no certainty of the accuracy of this information and it shall be considered in that light by those using this drawing. The location and arrangement of underground utilities and structures shown hereon may be inaccurate and utilities and structure not shown may be encountered. The owner, his employees, his consultants and his contractors shall hereby distinctly understand that the surveyor is not responsible for the correctness or sufficiency of this information.

REFERENCE PLATS:

1. RETRACEMENT & TOPOGRAPHIC SURVEY FOR CAPSTONE PROPERTY GROUP, LLC BY ROCHESTER & ASSOCIATES, INC. DATED OCTOBER 11, 2017.

NOTES:

1. This plat was prepared for the exclusive use of the person, persons, or entity named in the title block. Said use does not extend to any unnamed person without express permission by the surveyor naming said person.
2. The survey shown hereon was prepared without benefit of any abstract of title; therefore, Travis Pruitt & Associates, Inc. make no guarantees or representations regarding information shown hereon pertaining to easements, rights of way, setback lines, agreements, reservations, and other similar matters.
3. Unless otherwise specified, all distances as shown are horizontal ground distances in U.S. survey feet (39.37 inches = 1 meter).
4. The project horizontal datum is relative to the North American Datum 1983 (NAD83), 2011 adjustment, projected to the Georgia State Plane Coordinate System, West zone. The vertical datum is relative to the North American Vertical Datum of 1988 (NAVD88) using the National Geodetic Survey (NGS) Geoid 2012A.
5. Boundary information shown hereon is based on data provided by others (Survey Reference #1).
6. Surveyor's Certification extends only to the topographic aspects and the topographic survey shown hereon does not constitute a boundary survey and is not to be recorded or used to convey property.

Flood Hazard Note:

7. By graphic plotting only, this property lies within a 100 year flood hazard zone and is depicted as zone X as defined by the F.E.M.A Flood Insurance Rate Map of Hall County, Georgia, Community Panel Number 1319C0195G, effective date 4/4/2018.

4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770)416-7511
Fax: (770)416-6759
www.travispruit.com

Travis Pruitt & Associates, Inc.
LANDSCAPE ARCHITECT

Certificate of Authorization Number 613

TOPOGRAPHIC SURVEY FOR:

CAPSTONE PROPERTY GROUP, LLC

AUTHORIZED BY JONATHAN COLLINS

LAND LOT 133 - 9TH DISTRICT - HALL COUNTY, GEORGIA

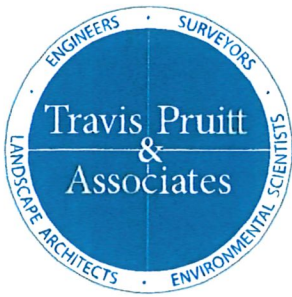
GRAPHIC SCALE: 1" = 30' 60' 90' 120'

GEORGIA
REBUTED
No. 2000
JULY 1, 2011
TRAVIS M. PRUITT, J.L.

For The Firm
Travis Pruitt & Associates, Inc.

This survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

PLAT DATE: May 3, 2019
FIELD DATE: April 24, 2019
SCALE: 1" = 30'
IN: 1-19-0102.610
FN: 116-C-3047
Sheet No. 1 of 1



April 30, 2019

City of Gainesville

RE: Old Cornelia Self Storage – Trip Generation Letter

The purpose of this letter is to show that the trip generation that will result from the proposed development at Old Cornelia Highway and Jesse Jewel Parkway in Gainesville, Georgia, should not require a Traffic Impact Study.

The proposed facilities will have one full-access driveway to serve the development from Old Cornelia Highway. Trip generation estimates are based on the rates and equations published in the 7th edition of the Institute of Transportation Engineers (ITE) Trip Generation Report. This reference contains traffic volume count data collected at similar facilities. For this project, the trips generated are based on the following ITE Land Uses: 151 – Mini Warehouse, 710 – General Office Building, and 150 – Warehousing. The trip generation for this project is summarized in the table below.

	Floor Area (s.f.)	Average Daily Trips	A.M. Peak Hour	P.M. Peak Hour
Mini-Warehouse (Self-Storage)	65,100	163	10	17
Office	2,700	30	4	4
Warehousing	2,700	13	1	1
Total	70,500	206	15	22

As the proposed development will create less than 100 peak hour trips and less than 1,000 daily trips, a Traffic Impact Study should not be required, per 9-22-4-4 of the Gainesville Unified Land Development Code.

Travis Pruitt and Associates, Inc.

Brent Thomas, P.E., L.S.I.
Project Manager



CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/21/2020

Presenter: Abb Hayes

Item of Business: Request from **Moez Hasni / WS Hotels, LLC** to annex a 5.503± acres tract located on the northeast corner of Jesse Jewell Parkway and Crescent Drive, having frontage on Exit 24/ I-985 (a/k/a **400 Crescent Drive**) and to establish zoning as General Business (G-B) with a special use. **Ward Number: Two.** Tax Parcel Number(s): 15-033C-000-077. **Request: Extended stay hotel and retail building.**

- Proposed Annexation Ordinance 2020-05
- Proposed Zoning Ordinance 2020-06
- Proposed Resolution ZR-2020-01

Meeting Date: 2/4/2020

Purpose of Request:

To hold a public hearing pertaining to the following annexation/zoning request with a special use as presented at the January 14, 2020 Planning and Appeals Board Meeting:

The applicant is proposing to annex the subject property with a zoning of General Business (G-B) with a special use. The property is contiguous to the city limits to the east across I-985 and currently zoned Highway Business (H-B) within unincorporated Hall County. As well, the property is located within the Limestone Parkway Overlay Zone and the Hall County Gateway Corridor Overlay District. The purpose of the request is to access sewer for the development of a 4-story / 123-room, Woodspring Signature Suites Extended Stay Hotel and a separate 7,500 square foot retail building. The property consists of two tracts which includes GDOT surplus property recently sold to the applicant. Two access driveways are proposed from Crescent Drive. The adjacent uses include single-family residential uses to the north and west, Hall County Farmers Market to the south across Jesse Jewell Parkway and mini-warehouses and an assisted living facility across I-985 to the east.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Planning staff recommended approval with seven conditions. PAB recommended denial of the request. See the PAB Recommendation Report for details and excerpts from the meeting minutes.

SAMPLE MOTIONS

Approval of Ordinance 2020-05 :

I move to approve the ordinance to annex the subject property as requested.

Approval of Ordinance 2020-06 :

I move to approve the ordinance to establish zoning as General Business with seven conditions as presented.

Approval of Resolution ZR-2020-01 :

I move to approve the resolution to allow a special use for an extended stay hotel as requested.

Denial of the Request:
I move to deny this request.

Department Director:

Rusty Ligon

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description		Type
☐	Legal Ad	Legal Ad
☐	PAB Recommendation Report	Report
☐	2020-05 Annexation Ordinance	Ordinance
☐	2020-06 Zoning Ordinance	Ordinance
☐	ZR-2020-01 Zoning Request	Resolution
☐	Exhibit A - Narrative	Attachments/Exhibits
☐	Exhibit B - Concept Plan	Attachments/Exhibits
☐	Exhibit C - Architectural Renderings	Attachments/Exhibits
☐	Location Maps	Backup Material
☐	Narrative	Backup Material
☐	Survey	Backup Material
☐	Site Plan	Backup Material
☐	Architectural Renderings	Backup Material
☐	Email of Opposition	Backup Material

**COMBINED LEGAL AD
Gainesville Planning and Appeals Board
Gainesville City Council**

**Publish Sunday, December 29, 2019
THE TIMES**

NOTICE OF PLANNING AND APPEALS BOARD PUBLIC HEARING

Notice is hereby given that the **Gainesville Planning and Appeals Board** will conduct a public hearing on **Tuesday, January 14, 2020 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following request:

- 1) Request from **Moez Hasni / WS Hotels, LLC** to annex a 5.503± acres tract located on the northeast corner of Jesse Jewell Parkway and Crescent Drive, having frontage on Exit 24 / I-985 (a/k/a **400 Crescent Drive**) and to establish zoning as General Business (G-B) with a special use.
Ward Number: Two
Tax Parcel Number(s): 15-033C-000-077
Request: Extended stay hotel and retail building

**NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS TO THE
GAINESVILLE ZONING MAP**

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, February 4, 2020 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following request:

- 1) Request from **Moez Hasni / WS Hotels, LLC** to annex a 5.503± acres tract located on the northeast corner of Jesse Jewell Parkway and Crescent Drive, having frontage on Exit 24 / I-985 (a/k/a **400 Crescent Drive**) and to establish zoning as General Business (G-B) with a special use.
Ward Number: Two
Tax Parcel Number(s): 15-033C-000-077
Request: Extended stay hotel and retail building

Additional information is available from the Community and Economic Development Department, Planning Division, by calling 770-531-6570.

NOTE: In accordance with Georgia law, anyone who wishes to express opposition to the proposed zoning action, and has made, within two years immediately preceding the filing of the proposed zoning action, campaign contributions aggregating \$250 or more to a local government official who will consider the application, shall file a disclosure of contribution(s) with the Planning Division at least five (5) days prior to the first reading of the proposed zoning action by the City Council. (OCGA § 36-67A-3 3 {c})

**GAINESVILLE PLANNING and APPEALS BOARD
STAFF RECOMMENDATION**

Applicant and Property Owner..... Moez Hasni / WS Hotels, LLC
Location..... 400 Crescent Drive
Request..... Annex with a zoning of General Business (G-B) with a special use
Total Acres 5.503± acres
Ward..... Two
Proposed Use..... Extended stay hotel and retail building
Planning Division Staff Recommendation **Approval, with conditions**
Planning & Appeals Board Recommendation..... **Denial**
Date..... January 14, 2020

▪ **Applicant's Proposal and Background Information**

The applicant is proposing to annex the subject property with a zoning of General Business (G-B) with a special use. The special use portion of the request is to allow for an Extended Stay Hotel which is a use not inherently permitted within General Business zoning without further approval. The property is contiguous to the city limits to the east across I-985 and is currently zoned Highway Business (H-B) within unincorporated Hall County. As well, the property is located within the Limestone Parkway Overlay Zone and the Gateway Corridor Overlay Zone. The property consists of two tracts of land which includes surplus property from the Georgia Department of Transportation (GDOT) that was recently sold to the applicant.

The purpose of the request is to access sewer for the development of a 4-story, 123-room, Woodspring Signature Suites Extended Stay Hotel and a freestanding, 7,500 square foot retail building which may include a future Dunkin Donuts restaurant. According to the applicant, the proposed extended stay hotel will not include amenities such as a swimming pool or breakfast/kitchen operations. One access driveway is proposed along Crescent Drive near the center of the property. A possible second driveway on Crescent Drive may be proposed toward the north end of the property with further study. The subject property previously contained a single-family home that was demolished and has since been graded for a stormwater easement and detention pond located on the north end of the property.

▪ **Adjacent Land Use and Zoning**

Location	Use	Zoning
North	Single-family homes	Highway Business (H-B) -County Residential-II (R-II) -County
South	Hall County Farmers Market; Hall County Fire Station #7	Highway Business (H-B) -County
East	Exit 24/ I-985; Undeveloped land Mini-warehouses; Assisted Living Facility; Apartments	Highway Business (H-B) -County Agricultural Residential-IV (AR-IV) -County Planned Unit Development (P-U-D) -City
West	Vacant land; Single-family homes	Highway Business (H-B) -County Agricultural Residential-IV (AR-IV) -County

Other uses within the surrounding area include the New Holland Market shopping center to the west, Gainesville Regional Youth Detention Center (Juvenile Justice Department), Hall County Emergency Services Complex and the New Horizons Lanier Park to the north.

▪ **Traffic Impact Study**

A traffic impact study was conducted for this development on November 11, 2019. The study area included the following nine intersections:

1. Jesse Jewell Parkway at White Sulphur Road / Textile Way
2. Jesse Jewell Parkway at Crescent Drive
3. Jesse Jewell Parkway at East Crescent Drive
4. Jesse Jewell Parkway at Old Cornelia Highway
5. Jesse Jewell Parkway at Limestone Parkway
6. White Sulphur Road at Huntington Drive
7. Jesse Jewell Parkway at I-985 southbound ramps
8. Jesse Jewell Parkway at I-985 northbound ramps
9. Jesse Jewell Parkway at Old Hamilton Place

Traffic counts were collected for intersections 1 thru 3 on Wednesday, August 14, 2019, 7-9 AM and 4-6 PM and Tuesday, October 29, 2019 for intersections 4 thru 9. The below table is a breakdown of the project trip generation as based on a 2.0% annual growth rate for two years.

	Total Trips	Inbound Trips	Outbound Trips
Daily	1,526	763	763
AM	106	60	46
PM	108	60	48

The following are conclusions and recommendations from the traffic impact study.

1. The existing operations at most study intersections are generally acceptable.
2. The side street approach exiting East Crescent Drive at Jesse Jewell Parkway incurs high delays. Side street LOS F is not uncommon on stop sign controlled approaches at busy thoroughfares such as Jesse Jewell Parkway. In order to eliminate the side street LOS F, this intersection would require signalization. However, based on field conditions, this intersection is considered a weak candidate for signalization.
3. The Jesse Jewell Parkway / Limestone Parkway intersection currently operates with high delays. Improvements that would be beneficial include a second southbound right turn lane on Limestone Parkway, a second westbound right turn lane on Jesse Jewell Parkway, and widening of Jesse Jewell Parkway to three through lanes per direction, especially westbound. Improvements at this intersection would all be system improvements, which should be considered, whether or not the proposed hotel/retail project is developed.
4. Side street delays on Old Cornelia Highway at Jesse Jewell Parkway are high in the p.m. and a signal solution may merit investigation. This would be a system improvement, and merits consideration independent of the proposed hotel/retail development.
5. There would be a benefit to adding a right turn lane on the eastbound approach of Huntington Drive at White Sulphur Road. A roundabout merits consideration at this intersection as volumes continue to increase in the future. This would also be a system improvement, as the hotel/retail development will have minimal impact at this intersection.

6. Growth in this area is moderately positive and this is expected to continue into the future. Additionally, a large mixed-use development is planned nearby on Limestone Parkway. A moderate growth factor, plus the trips from the Limestone development were added to the counted volumes to develop a future no-build condition.
7. Delays will increase in the future no-build condition. Several forms of mitigation were tested for the Jesse Jewell Parkway / White Sulphur Road / Textile Way intersection but each only produced marginal improvements. It was concluded that the greatest need for additional capacity in the future will be the eastbound and westbound through volumes on Jesse Jewell Parkway, both at White Sulphur Road and at Limestone Parkway.
8. The proposed development will generate 106 new a.m. peak hour trips, 108 new p.m. peak hour trips, and 1,526 new daily trips. Additional pass-by trips will impact the Jesse Jewell Parkway / Crescent Drive intersection and adjacent intersection U-Turn volumes. The project trips will have a small-to-moderate traffic impact at the study intersections, with a higher impact at the immediately-adjacent intersections and lower impact further from the site.
9. A review was made of Georgia DOT standards for an RCUT to be added to the median on Jesse Jewell Parkway at Crescent Drive. It was concluded that this improvement is feasible, but will require coordination and permitting from the Georgia DOT. Moderate waiving of some Georgia DOT design standards will be required. However, the implementation of this RCUT is expected to reduce the potential for dangerous conflicts at adjacent intersections and is, therefore, recommended for consideration.
10. The westbound left turn lane on Jesse Jewell Parkway serving Textile Way can be modified to increase full-width storage by reducing the taper. Given the conditions, this modification is recommended. In the future build condition, this westbound left turn will satisfy the Georgia DOT cross product standard for installation of protected / permitted phasing. Implementing this phasing is expected to reduce queues in that lane, but increase overall intersection delays. Therefore, it is recommended that this location be monitored for the appropriate time to implement this phasing.
11. The Jesse Jewell Parkway / East Crescent Drive intersection will operate comparably in the future as in the no-build. However, the proposed RCUT could eliminate illegal U-Turns at this median break, which would increase safety at this intersection.
12. The site southern access is expected to operate well. This access should be constructed with one entering and one exiting lane. The exiting approach should be controlled with side street stop sign and accompanying stop bar. Due to the extremely low through volumes on Crescent Drive, no turn lanes are necessary on Crescent Drive to serve the site access.
13. Volume projections entering and exiting the proposed northern site access are negligible. Should this access be built, it should be located and designed to ensure that sufficient intersection sight distance is available in both directions along Crescent Drive. This access should also be constructed with one entering and one exiting lane, with the exiting approach controlled by stop sign and accompanying stop bar.
14. The site civil engineer should comply with all applicable design standards for the site accesses and the RCUT, including sight distance, lane and driveway widths, grades, angles of intersection, turn radii, and others.

▪ **Other Departmental Comments**

According to the Georgia Department of Transportation (GDOT), the developer will need to coordinate with GDOT since this development will impact the State Route System.

▪ **Zoning History**

The following zoning actions have taken place in the immediate area during the last ten years:

2020 – A request by Capstone Acquisitions, LLC to annex a 6.148± acres tract with a zoning of Light Industrial (L-I) located at 0 Jesse Jewell Parkway for a climate-controlled self-storage and office/warehouse is scheduled for the February 4, 2020 City Council meeting

2018 – A request by Limestone Greenway, LLC to annex a 75.12± acres tract with a zoning of Planned Unit Development (P-U-D) located at 0 and 2065 Limestone Parkway was conditionally approved for a mixed-use development.

2017 – A request by Keel Property Management, LLC to annex a 6.32± acres tract with a zoning of General Business (G-B) located at 0 White Sulphur Road Drive was conditionally approved for restaurant, retail and a carwash.

2017 – A request by the City of Gainesville to rezone 53.177± acres located at 1514, 1515, 1545, 1560 and 1581 Community Way from Residential-II (R-II) to Office and Institutional (O-I) zoning was approved for existing uses and for future professional office purposes.

2016 – A request by Timothy Bullard to annex a 20.417± acres tract located at 1582 and 1586 Pine Valley Road was denied for a 240-unit apartment complex with Residential-II (R-II) zoning.

2012 – A request by Pacolet Milliken Enterprises, Inc. to annex a 68.223± acres tract located at 601 White Sulphur Road was approved with conditional Planned Unit Development (P-U-D) zoning for a mixed-use development.

▪ **Staff Analysis**

(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

The subject property is located near a commercial corridor experiencing significant growth. Nearby properties include a mixture of residential, office and commercial uses. The subject property is less conducive for an extended stay hotel due to inadequate curb and gutter and pedestrian connectivity along Crescent Drive. In addition, the proposal does not meet the buffer requirement for extended stay hotels which requires a 100-foot buffer (75-foot natural buffer and 25-foot landscaped buffer) adjacent to the residential properties. The 4-story structure will be required to meet the building height limitations within the Limestone Parkway Overlay Zone which will require a front yard building setback of 75-feet from Crescent Drive.

(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

Given that the property is undeveloped, the proposed use will increase traffic and turning movements on Crescent Drive and the proposed 4-story extended stay hotel will aesthetically impact the adjacent residential properties. Crescent Drive is a two-lane county road with no curb/gutter or sidewalks. The property has been cleared of vegetation and currently provides no buffer.

(3) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?

It is staff's opinion that a standard lodging services hotel and retail building is supported by the Comprehensive Plan. The proposal is consistent with the Comprehensive Plan. The

Future Development Map for the City of Gainesville places the subject property within the *Retail/Commercial* land use category which includes commercial service activities such as grocery stores, banks, restaurants, theatres, hotels, and automotive related businesses. Commercial uses may be located as a single use in one building or grouped together in a shopping center.

According to the Character Area map for the City of Gainesville, the subject property is located within the *Limestone Medical Corridor* Character Area. The Limestone Parkway corridor area is an employment corridor that is envisioned as one of the priority growth areas and is not anticipated to expand Gainesville's traditional neighborhood fabric. Land uses allowed within this area include public / institutional, low-density residential, medium-density residential, multi-family residential, mixed-use, commercial, and parks / recreation / conservation.

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

The proposed zoning of General Business (G-B) is similar to the property's existing zoning of Highway Business (H-B). The applicant desires to utilize sewer services which requires the property to be annexed given it is adjacent to the city limits.

(5) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

Nearby developments currently utilize City water and sewer services and there is sufficient capacity to serve the development.

The peak hour generation for this project was calculated at 106 A.M. / 108 P.M. two-way trips and the 24-hour volume is 1,526 two-way trips. The applicant will be required to coordinate with Gainesville, Hall County and GDOT regarding any access and driveway improvements.

Existing public safety services respond to the adjacent and nearby properties. Gainesville Fire Station #1 off of Queen City Parkway is located approximately 3.2 miles away. The future Fire Station #2 off of Cleveland Highway will be located 2.7 Miles away. As well, Hall County Fire Station #7 off of East Crescent Drive is located approximately 0.23 miles away.

Given the proposal is for nonresidential purposes, there should be limited impacts to the Gainesville City School System. However, in some cases, extended stay hotels house families with school aged children that would attend the Gainesville City School System and require bus transportation.

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

The surrounding area has experienced significant residential, office and commercial growth along Jesse Jewell Parkway due to its proximity to Exit 24/I-985, Northeast Georgia Medical Center and downtown Gainesville.

The proposed development as a standard lodging services hotel and retail development appear to be consistent with adjacent commercial development. However, additional buffer trees will be required adjacent to the residential properties.

- (7) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?**

Due to the subject property's proximity to existing residential, commercial and industrial land uses, the proposal, *with the recommended conditions of zoning* appears to promote a reasonable balance between the interests of the City, the property owner, and neighboring residents and property owners.

Additional Criteria

- (1) The type of street providing access to the subject property is adequate to serve the proposed Special Use.**

Jesse Jewell Parkway is an arterial road and Crescent Drive is a local county road. The proposal is requesting two driveways off of Crescent Drive which does not have curb/gutter and sidewalks to address potential pedestrian connectivity. The intersection of Crescent Drive and Jesse Jewell Parkway is limited to a one lane, right in/ right out turning movement. According to the traffic impact study, the implementation of an RCUT to the Jesse Jewell Parkway median at Crescent Drive could reduce the potential for dangerous conflicts at adjacent intersection, which will require GDOT approval.

- (2) Access into and out of the property adequately provides for traffic and pedestrian safety, the anticipated volume of traffic flow, and access by emergency vehicles.**

The subject property is located at the northeast corner of the intersection of Jesse Jewell Parkway and Crescent Drive which is limited to a right in / right out. Pedestrian crosswalks are not present. Curb/gutter and sidewalks are also not present on Crescent Drive. The applicant's concept plan does not address any intersection improvements or road/sidewalk improvements at this time.

- (3) Public facilities such as schools, water or sewer utilities, and police or fire protection are adequate to serve the Special Use.**

Existing public facilities such as water, sewer, police and fire protection appear to be adequate to serve the proposed use. However, according to fire and police services the number of additional emergency calls/responses for extended stay lodging service hotels are significantly higher compared to standard lodging service hotels. In terms of impacts to schools, the Gainesville City School System should not be impacted unless families with children are allowed to occupy the hotel as a place of residence. According to the Gainesville City School system there have been an average of 60 school aged children living within hotels/motels serving as extended stay residences within the past few years.

- (4) Refuse, service, parking and loading areas on the property are located and screened to protect other properties in the area from such adverse effects as noise, light, glare or odor.**

The proposed service, parking, loading and lighting appears to be acceptable and will be required to meet the Unified Land Development Code standards. Other than smells from a potential restaurant use, there should be no impacts regarding odor based on the proposed uses. A minimum 100-foot buffer consisting of a 75-foot natural buffer and a 25-foot enhanced landscaped buffer is required for extended stay hotels adjacent to residential properties. The proposal does not meet this requirement.

- (5) The hours and manner of operation of the Special Use have no adverse effects on other properties in the area.

The applicant states the proposed hours of operation for the proposed extended stay hotel will be 7 days a week and 24 hours a day. The anticipated hours for the retail center could range from 6:00 AM to 10:00 PM which may include a future Dunkin Donuts restaurant. The hours will have some effects on the adjacent single-family homes. Appropriate buffers would help reduce the impacts to these properties.

- (6) The height, size and location of the buildings or other structures proposed on the property are compatible with the height, size or location of buildings or other structures on neighboring properties.

The height, size and location of the proposed extended stay hotel building are much larger than the adjacent residential homes. A heavy vegetated buffer would help reduce visual impacts of the proposed 4-story structure to adjacent residential homes.

▪ **Staff Recommendation**

The Planning Division staff is recommending **conditional approval** of the proposed annexation request with **General Business (G-B) zoning**, based on the Comprehensive Plan and the adjacent residential and non-residential land uses.

Conditions

1. The development standards within the applicant's narrative, concept plan and architectural renderings shall be made part of the zoning ordinance, and shall be subject to the Community & Economic Development Director approval. Any zoning conditions adopted as part of this zoning ordinance that conflict with the applicant's narrative, concept plan and architectural renderings shall take precedence over the applicant's development standards.
2. Prohibited uses for the subject property shall include extended stay hotels, motels/hotels with rooms accessed from the exterior of the building, adult novelty stores, group homes, crisis centers, adult entertainment centers, pawn shops, dollar-type stores, massage parlors, hookah lounge, tobacco or vaping stores, gas station/convenience stores, tire stores, auto parts stores, auto body shops, automobile sales establishments, marine sales or repair stores, automated or non-automated car washes, truck stops, coin-laundry facilities, tattoo parlors, psychics, fortune tellers, clairvoyants and the like.
3. The proposed buildings shall meet the Limestone Parkway Overlay Zone and Gateway Corridor Overlay Zone standards.
4. The frontage landscape areas shall be sodded with grass and contain minimum 3-inch caliper size hardwood trees subject to the Community & Economic Development Director approval.
5. The subject property shall be limited to one (1) multi-tenant sign serving both the proposed hotel use and the retail building not to exceed 15-feet in height, 80 square feet of sign face area, 120 square feet of total sign structure area with internal or external lighting; or limited to two (2) monument signs, each not to exceed 10-feet in height, 50 square feet of sign face area, 96 square feet of total sign structure area with internal or external lighting. Wall/building signs shall also be permitted upon meeting the standards of the Unified Land Development Code. No electronic message board sign, changeable copy sign or billboard shall be permitted.

6. An updated as-built boundary survey/plat of the subject property, indicating all improvements required for the proposed use, shall be recorded prior to obtaining a Certificate of Occupancy.
7. All access point design for the subject property shall require review and approval by the Hall County Public Works Department, Gainesville Public Works Director and the Georgia Department of Transportation. All required access/traffic/sidewalk improvements associated with the proposed development shall be constructed at the full expense of the property owner/developer and shall include a minimum of the following.
 - a) Crescent Drive shall be improved to City standards along both sides of the roadway for the length of the proposed site. This includes roadway, curb and gutter, sidewalk, etc.
 - b) Jesse Jewell Parkway frontage shall be improved to City standards along the front roadway side for the length of the proposed site. This includes curb and gutter, sidewalk, etc. There is currently an existing right turn lane at this location.
 - c) The proposed RCUT at Crescent Drive and Jesse Jewell Parkway to allow left turns onto Crescent Drive shall be reviewed by the Georgia Department of Transportation (GDOT). This will require coordination between the development and GDOT for permitting approval/denial. Any correspondence from the GDOT shall be forwarded to the Gainesville Public Works Department.
 - d) The westbound left turn lane on Jesse Jewell Parkway at Textile Way and the Jesse Jewell Parkway at East Crescent Drive intersection shall be reviewed by GDOT for improvements to accompany any U-Turn movements. This will require coordination between the development and GDOT for permitting approval/denial. Any correspondence from the GDOT shall be forwarded to the Gainesville Public Works Department.
 - e) Southern site access on Crescent Drive is proposed to be a full access side street STOP. With the increased development in the area and the projected peak hour/daily trips for the development, it is recommended that the driveway also include a right turn decel lane into the development with sufficient spacing for the decel lane from the intersection of Jesse Jewell Parkway at no cost to the City. The decel lane should be a full width storage of 100 feet with a 50-foot taper.
 - f) Northern site access on Crescent Drive is proposed to be a full access side street STOP. Should this access be built, site distance shall be evaluated to determine the type of access permitted and it shall meet all City of Gainesville requirements.

Excerpts from the January 14, 2020 PAB Meeting Minutes

Applicant Presentation:

Larry Bielski, 639 Houston Valley Road, Ringgold, stated he is the architect consultant for the applicant. They would like to table the request and would like to examine options and interests for commercial tenants. The ordinance has changed since the application was submitted to the County and they would like to come back with a proposal to the Board. He stated they want to turn the property into something. Also, the applicant would like to speak about the extended stay hotel. He stated extended stay hotels have a bad reputation but this is not a typical extended stay. It has less amenities and less staff. He presented a brochure to the Board for their review. He stated Mark Acampora has been in contact with GDOT and will comply with improvements and with the recommendations.

Moez Hasni, 2118 DeFoors Ferry Road, Atlanta, stated he is one of the applicants of the project. He advised that he would like to give some background information about the property. The property was originally and still is part of Hall County. He stated they have been to the Hall County Planning Board about zoning and was approved. In the process, the City of Gainesville stated it would need to be annexed into the City for water and sewer. He stated there have been meetings with the City Manager and Mr. Tate to explain the project and it is no different than another recent project that was approved at Town Center Suites down the road. This sort of falls into the same category. It is an extended stay but it's not your typical extended stay where someone could stay for six months in a row or one month in a row. Most of our clients typically stay for two weeks. A lot of these people are construction workers and hospital workers. There will be no swimming pool, no barbeque area, everything is in order, with 24-hour security on the property. He stated he tried to explain to the City that there are problems with extended stay hotels with a lot of these older properties in the past. In order to fix those problems, this is the answer. Because if you don't allow a better extended stay to come into the market, all you're doing is warning people and allowing people to keep doing what they're doing. They have no incentive, no reason to change what they're doing if they have no competition. Because they know if the City keeps denying anything new then they are protected by that and doing it. He stated this is the only way to help clean up. He stated once you put this product on the market it will affect their sales and reputation. They will be forced to remodel or to shut down because no one wants to stay at a hotel like that. The reason they are staying now is because of no other option. We spoke with people in the poultry industry and said they have people stay at Mall of Georgia or further down because nothing safe for extended stay locally. This is the reason they came up with this. He stated they were trying to do this project next to Kroger in New Holland which is a commercial district but at that time we were denied and now it seems they want to deny this request as well, noting the code amendment was adopted just two weeks ago. He stated they have had discussions with Cracker Barrel and Dunkin Donuts about locating here. We are trying to bring in some quality tenants, clean up the area. They have no issues with the proposed buffer zone as they can always move the building back. As far as sidewalks and streets, there is no problem in doing what the City wants as long as they work with us in having an extended stay hotel which we will of course follow all the rules and regulations. He would like to table the request to come back with new drawings showing the buffer zones and see the new layout. He stated it will give the Board time to think about it as well.

Mark Acampora, 858 Myrtle Street, Atlanta, stated he was the traffic engineer for this project. He stated there were discussions about a left turn lane at Crescent Drive in which they are working with GDOT on a design that might work there at Crescent Drive and East Crescent Drive. They are in discussions with GDOT to come up with a solution and are making progress.

FAVOR: None

OPPOSE: Chairman Carter shared an email with the Board from Rock Baker, a nearby property owner, regarding statistics on crime rate at extended stay hotels. Mr. Baker is opposed to the request and feels it would not be good for the area.

Planning and Appeals Board Comments: Chairman Doug Carter stated to the Board there are several options before them. He stated the applicant has made a request to table the application and there is the staff report and there is no rush for any motions or decisions. He stated if anyone has any questions for the applicant, they are here to answer any of those. Chairman Carter turned it over to the Board for any discussion and a motion.

There was a motion to deny the request.

Motion made by Board Member Martin
Motion seconded by Board Member White
Vote – 7 favor

Passed: _____

AN ORDINANCE

No. 2020-05

AN ORDINANCE ANNEXING A 5.503± ACRES TRACT LOCATED ON THE NORTHEAST CORNER OF JESSE JEWELL PARKWAY AND CRESCENT DRIVE, HAVING FRONTAGE ON EXIT 24 / I-985 (A/K/A 400 CRESCENT DRIVE); ADJACENT TO BUT NOT NOW WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE, GEORGIA; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to City Limit Boundary)

WHEREAS, a 5.503± acres tract located on the northeast corner of Jesse Jewell Parkway and Crescent Drive, having frontage on Exit 24 / I-985 (a/k/a **400 Crescent Drive**), lies within the unincorporated lands of Hall County and adjoins the existing corporate limits of the City of Gainesville; and

WHEREAS, the hereinafter described lands be incorporated and annexed into the City of Gainesville.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I.

That from and after the passage of this Ordinance the following described lands are and shall be annexed into the existing corporate limits of the City of Gainesville, Georgia, so that said lands shall constitute a part of the land within the corporate limits of the City of Gainesville, Georgia, as fully and completely as if the limits had been so defined by the General Assembly of Georgia.

Legal Description

Tract 1

All that tract or parcel of land lying and being in Gainesville GMD 411 District, Hall County, Georgia, and being all of Tract 1 (consisting of 4.860 acres), as shown on plat prepared for Katie Smith, dated October 31, 1986, prepared by Farley-Collins Associates, Georgia Registered Land Surveyors, as recorded In Plat Book 143, Pages 182-183, of the Hall County, Georgia Deed Records and which said plat is hereby Incorporated by reference and made a part of this description.

LESS AND EXCEPT that portion of Tract 1 conveyed by Right-of-Way Deed from Ophelia Smith to Georgia Department of Transportation dated September 24, 1987, recorded in Deed Book 1146, Page 227, of the Hall County, Georgia Deed Records.

ORDINANCE NO. 2020-

This being the same property conveyed by Warranty Deed from Triple Net Properties, LLC to C. Hunter Tison dated October 31, 2006, recorded in Deed Book 5920, Page 220, of the Hall County, Georgia Deed Records, and which is shown as a 4.72 acre tract on Crescent Drive on that plat attachment to a Trustees Deed recorded in Deed Book 5787 Page 642-644 of the Hall County, Georgia Deed Records.

Said property is conveyed together with and subject to all easements, covenants, restrictions of record, if any.

Tract 2

All that tract or parcel of land lying and being in Land Lots 123 of the 9th Land District of Hall County, Georgia, being more particularly described as follows:

Beginning at a point 85.00 feet left of and opposite station 81+00.00 on the construction centerline of SR 369/SR 11/US 129, which point is the Point of Beginning; thence proceeding N 18° 32' 40" W for a distance of 40.83 feet to a point 125.83 feet left of and opposite station 81+00.00 on the construction centerline of SR 369/SR 11/US 129; thence proceeding N 12° 22' 08" E for a distance of 155.38 feet to a point 259.14 feet left of and opposite station 81+79.83 on the construction centerline of SR 369/SR 11/US 129; thence proceeding S 77° 37' 33" E for a distance of 22.57 feet to a point 247.54 feet left of and opposite station 81+99.19 on the construction centerline of SR 369/SR 11/US 129; thence proceeding S 43° 56' 26" E for a distance of 70.88 feet to a point 183.51 feet left of and opposite station 82+29.59 on the construction centerline of SR 369/SR 11/US 129; thence proceeding N 65° 33' 26" E for a distance of 171.32 feet to a point 201.12 feet left of and opposite station 84+00.00 on the construction centerline of SR 369/SR 11/US 129; thence proceeding S 18° 32' 40" E for a distance of 116.12 feet to a point 85.00 feet left of and opposite station 84+00.00 on the construction centerline of SR 369/SR 11/US 129; thence proceeding S 71° 27' 20" W for a distance of 300.00 feet back to the Point of Beginning.

Said tract or parcel of land contains 0.783 acres or 34094.00 square feet and is a portion of a tract of land previously conveyed in Deed Book 1146 Pages 227-229 of Hall County, Georgia, records.

This conveyance is made subject to a Right of Access Easement along the Limited Access Rights of Way of Crescent Drive & SR 369/SR 11/US 129 in Hall County, Georgia reserved in the Georgia Department of Transportation Quitclaim Deed from the Georgia Department of Transportation to Moez Hasni, dated March 11, 2019, recorded in Deed Book 8246, pages 265-269 Hall County Georgia Deed Records.

This conveyance is made subject to the existing Georgia Power Easement of record located on the Southeast area of said property.

This conveyance is made subject to any easement of record and any utilities facilities existing or permitted by the Department of Transportation.

The annexation is to include all that portion of right-of-way known as Exit 24 / I-985 as shown on the location map.

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SECTION II.

The Community and Economic Development Department of the City of Gainesville is directed to make and file with the Department of Community Affairs of the State of Georgia a certified copy of this Ordinance together with a plat describing lands annexed to the City of Gainesville by this Ordinance.

SECTION III.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION IV.

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION V.

The effective date of this Ordinance shall be the first day of the month following approval by the governing body of the City of Gainesville, Georgia.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

Passed: _____

AN ORDINANCE

No. 2020-06

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON A 5.503± ACRES TRACT LOCATED ON THE NORTHEAST CORNER OF JESSE JEWELL PARKWAY AND CRESCENT DRIVE, HAVING FRONTAGE ON EXIT 24 / I-985 (A/K/A 400 CRESCENT DRIVE) AT THE TIME OF ANNEXATION AS GENERAL BUSINESS, WITH CONDITIONS (G-B-c); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to Zoning Map)

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I.

That from and after the passage of this Ordinance the following described lands shall be zoned and so designated on the Zoning Map of the City of Gainesville as **General Business, with conditions (G-B-c)**.

Conditions

1. The development standards within the applicant's narrative, concept plan and architectural renderings shall be made part of the zoning ordinance, and shall be subject to the Community & Economic Development Director approval. Any zoning conditions adopted as part of this zoning ordinance that conflict with the applicant's narrative, concept plan and architectural renderings shall take precedence over the applicant's development standards.
2. Prohibited uses for the subject property shall include extended stay hotels, motels/hotels with rooms accessed from the exterior of the building, adult novelty stores, group homes, crisis centers, adult entertainment centers, pawn shops, dollar-type stores, massage parlors, hookah lounge, tobacco or vaping stores, gas station/convenience stores, tire stores, auto parts stores, auto body shops, automobile sales establishments, marine sales or repair stores, automated or non-automated car washes, truck stops, coin-laundry facilities, tattoo parlors, psychics, fortune tellers, clairvoyants and the like.
3. The proposed buildings shall meet the Limestone Parkway Overlay Zone and Gateway Corridor Overlay Zone standards.
4. The frontage landscape areas shall be sodded with grass and contain minimum 3-inch caliper size hardwood trees subject to the Community & Economic Development Director approval.
5. The subject property shall be limited to one (1) multi-tenant sign serving both the proposed hotel use and the retail building not to exceed 15-feet in height, 80 square feet of sign face area, 120 square feet of total sign structure area with internal or

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external lighting; or limited to two (2) monument signs, each not to exceed 10-feet in height, 50 square feet of sign face area, 96 square feet of total sign structure area with internal or external lighting. Wall/building signs shall also be permitted upon meeting the standards of the Unified Land Development Code. No electronic message board sign, changeable copy sign or billboard shall be permitted.

6. An updated as-built boundary survey/plat of the subject property, indicating all improvements required for the proposed use, shall be recorded prior to obtaining a Certificate of Occupancy.
7. All access point design for the subject property shall require review and approval by the Hall County Public Works Department, Gainesville Public Works Director and the Georgia Department of Transportation. All required access/traffic/sidewalk improvements associated with the proposed development shall be constructed at the full expense of the property owner/developer and shall include a minimum of the following.
 - a) Crescent Drive shall be improved to City standards along both sides of the roadway for the length of the proposed site. This includes roadway, curb and gutter, sidewalk, etc.
 - b) Jesse Jewell Parkway frontage shall be improved to City standards along the front roadway side for the length of the proposed site. This includes curb and gutter, sidewalk, etc. There is currently an existing right turn lane at this location.
 - c) The proposed RCUT at Crescent Drive and Jesse Jewell Parkway to allow left turns onto Crescent Drive shall be reviewed by the Georgia Department of Transportation (GDOT). This will require coordination between the development and GDOT for permitting approval/denial. Any correspondence from the GDOT shall be forwarded to the Gainesville Public Works Department.
 - d) The westbound left turn lane on Jesse Jewell Parkway at Textile Way and the Jesse Jewell Parkway at East Crescent Drive intersection shall be reviewed by GDOT for improvements to accompany any U-Turn movements. This will require coordination between the development and GDOT for permitting approval/denial. Any correspondence from the GDOT shall be forwarded to the Gainesville Public Works Department.
 - e) Southern site access on Crescent Drive is proposed to be a full access side street STOP. With the increased development in the area and the projected peak hour/daily trips for the development, it is recommended that the driveway also include a right turn decel lane into the development with sufficient spacing for the decel lane from the intersection of Jesse Jewell Parkway at no cost to the City. The decel lane should be a full width storage of 100 feet with a 50-foot taper.
 - f) Northern site access on Crescent Drive is proposed to be a full access side street STOP. Should this access be built, site distance shall be evaluated to determine the type of access permitted and it shall meet all City of Gainesville requirements.

Legal Description

Tract 1

ORDINANCE NO. 2020-

All that tract or parcel of land lying and being in Gainesville GMD 411 District, Hall County, Georgia, and being all of Tract 1 (consisting of 4.860 acres), as shown on plat prepared for Katie Smith, dated October 31, 1986, prepared by Farley-Collins Associates, Georgia Registered Land Surveyors, as recorded in Plat Book 143, Pages 182-183, of the Hall County, Georgia Deed Records and which said plat is hereby Incorporated by reference and made a part of this description.

LESS AND EXCEPT that portion of Tract 1 conveyed by Right-of-Way Deed from Ophelia Smith to Georgia Department of Transportation dated September 24, 1987, recorded in Deed Book 1146, Page 227, of the Hall County, Georgia Deed Records.

This being the same property conveyed by Warranty Deed from Triple Net Properties, LLC to C. Hunter Tison dated October 31, 2006, recorded in Deed Book 5920, Page 220, of the Hall County, Georgia Deed Records, and which is shown as a 4.72 acre tract on Crescent Drive on that plat attachment to a Trustees Deed recorded in Deed Book 5787 Page 642-644 of the Hall County, Georgia Deed Records.

Said property is conveyed together with and subject to all easements, covenants, restrictions of record, if any.

Tract 2

All that tract or parcel of land lying and being in Land Lots 123 of the 9th Land District of Hall County, Georgia, being more particularly described as follows:

Beginning at a point 85.00 feet left of and opposite station 81+00.00 on the construction centerline of SR 369/SR 11/US 129, which point is the Point of Beginning; thence proceeding N 18° 32' 40" W for a distance of 40.83 feet to a point 125.83 feet left of and opposite station 81+00.00 on the construction centerline of SR 369/SR 11/US 129; thence proceeding N 12° 22' 08" E for a distance of 155.38 feet to a point 259.14 feet left of and opposite station 81+79.83 on the construction centerline of SR 369/SR 11/US 129; thence proceeding S 77° 37' 33" E for a distance of 22.57 feet to a point 247.54 feet left of and opposite station 81+99.19 on the construction centerline of SR 369/SR 11/US 129; thence proceeding S 43° 56' 26" E for a distance of 70.88 feet to a point 183.51 feet left of and opposite station 82+29.59 on the construction centerline of SR 369/SR 11/US 129; thence proceeding N 65° 33' 26" E for a distance of 171.32 feet to a point 201.12 feet left of and opposite station 84+00.00 on the construction centerline of SR 369/SR 11/US 129; thence proceeding S 18° 32' 40" E for a distance of 116.12 feet to a point 85.00 feet left of and opposite station 84+00.00 on the construction centerline of SR 369/SR 11/US 129; thence proceeding S 71° 27' 20" W for a distance of 300.00 feet back to the Point of Beginning.

Said tract or parcel of land contains 0.783 acres or 34094.00 square feet and is a portion of a tract of land previously conveyed in Deed Book 1146 Pages 227-229 of Hall County, Georgia, records.

This conveyance is made subject to a Right of Access Easement along the Limited Access Rights of Way of Crescent Drive & SR 369/SR 11/US 129 in Hall County, Georgia reserved in the Georgia Department of Transportation Quitclaim Deed from the Georgia Department of Transportation to Moez Hasni, dated March 11, 2019, recorded in Deed Book 8246, pages 265-269 Hall County Georgia Deed Records.

This conveyance is made subject to the existing Georgia Power Easement of record located on the Southeast area of said property.

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This conveyance is made subject to any easement of record and any utilities facilities existing or permitted by the Department of Transportation.

The annexation is to include all that portion of right-of-way known as Exit 24 / I-985 as shown on the location map.

SECTION II.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION III.

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION IV.

This Ordinance is enacted as an amendment to the Code of the City of Gainesville, Georgia, and is to be codified as a part of Section 9-1-1-5.

SECTION V.

The effective date of this Ordinance shall be the first day of the month following approval by the governing body of the City of Gainesville, Georgia.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

RESOLUTION ZR-2020-01

APPROVAL OF A REQUEST FOR A SPECIAL USE SUBJECT TO APPROVAL BY THE CITY COUNCIL

WHEREAS, under **Chapter 9-6-5 G-B General Business District** of the Unified Land Development Code of the City of Gainesville, Georgia; **Section 9-6-5-2 Permitted and Special Uses** allows an *extended stay lodging services* subject to City Council approval after review and recommendation by the Gainesville Planning and Appeals Board; and

WHEREAS, an application has been received from **Moez Hasni / WS Hotels, LLC** to allow an *extended stay hotel and retail building* within a General Business (G-B) zoning district identified as follows:

**15-033C-000-077
400 Crescent Drive
Ward Two**

WHEREAS, the application has been evaluated under any criteria specified in the aforesaid section; and

WHEREAS, the **Gainesville Planning and Appeals Board** held a public hearing regarding this matter on **January 14, 2020**.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves the applicant's request for a special use permit as stated above and subject to all the terms of the Unified Land Development Code with the following conditions:

Conditions

1. The development standards within the applicant's narrative, concept plan and architectural renderings shall be made part of the zoning ordinance, and shall be subject to the Community & Economic Development Director approval. Any zoning conditions adopted as part of this zoning ordinance that conflict with the applicant's narrative, concept plan and architectural renderings shall take precedence over the applicant's development standards.
2. Prohibited uses for the subject property shall include extended stay hotels, motels/hotels with rooms accessed from the exterior of the building, adult novelty stores, group homes, crisis centers, adult entertainment centers, pawn shops, dollar-type stores, massage parlors, hookah lounge, tobacco or vaping stores, gas station/convenience stores, tire stores, auto parts stores, auto body shops, automobile sales establishments, marine sales or repair stores, automated or non-automated car washes, truck stops, coin-laundry facilities, tattoo parlors, psychics, fortune tellers, clairvoyants and the like.
3. The proposed buildings shall meet the Limestone Parkway Overlay Zone and Gateway Corridor Overlay Zone standards.
4. The frontage landscape areas shall be sodded with grass and contain minimum 3-inch caliper size hardwood trees subject to the Community & Economic Development Director approval.

RESOLUTION ZR-2020-01

5. The subject property shall be limited to one (1) multi-tenant sign serving both the proposed hotel use and the retail building not to exceed 15-feet in height, 80 square feet of sign face area, 120 square feet of total sign structure area with internal or external lighting; or limited to two (2) monument signs, each not to exceed 10-feet in height, 50 square feet of sign face area, 96 square feet of total sign structure area with internal or external lighting. Wall/building signs shall also be permitted upon meeting the standards of the Unified Land Development Code. No electronic message board sign, changeable copy sign or billboard shall be permitted.
6. An updated as-built boundary survey/plat of the subject property, indicating all improvements required for the proposed use, shall be recorded prior to obtaining a Certificate of Occupancy.
7. All access point design for the subject property shall require review and approval by the Hall County Public Works Department, Gainesville Public Works Director and the Georgia Department of Transportation. All required access/traffic/sidewalk improvements associated with the proposed development shall be constructed at the full expense of the property owner/developer and shall include a minimum of the following.
 - a) Crescent Drive shall be improved to City standards along both sides of the roadway for the length of the proposed site. This includes roadway, curb and gutter, sidewalk, etc.
 - b) Jesse Jewell Parkway frontage shall be improved to City standards along the front roadway side for the length of the proposed site. This includes curb and gutter, sidewalk, etc. There is currently an existing right turn lane at this location.
 - c) The proposed RCUT at Crescent Drive and Jesse Jewell Parkway to allow left turns onto Crescent Drive shall be reviewed by the Georgia Department of Transportation (GDOT). This will require coordination between the development and GDOT for permitting approval/denial. Any correspondence from the GDOT shall be forwarded to the Gainesville Public Works Department.
 - d) The westbound left turn lane on Jesse Jewell Parkway at Textile Way and the Jesse Jewell Parkway at East Crescent Drive intersection shall be reviewed by GDOT for improvements to accompany any U-Turn movements. This will require coordination between the development and GDOT for permitting approval/denial. Any correspondence from the GDOT shall be forwarded to the Gainesville Public Works Department.
 - e) Southern site access on Crescent Drive is proposed to be a full access side street STOP. With the increased development in the area and the projected peak hour/daily trips for the development, it is recommended that the driveway also include a right turn decel lane into the development with sufficient spacing for the decel lane from the intersection of Jesse Jewell Parkway at no cost to the City. The decel lane should be a full width storage of 100 feet with a 50-foot taper.
 - f) Northern site access on Crescent Drive is proposed to be a full access side street STOP. Should this access be built, site distance shall be evaluated to determine the type of access permitted and it shall meet all City of Gainesville requirements.

RESOLUTION ZR-2020-01

Adopted this _____ day of _____, 2020.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

Exhibit A - Narrative

**CITY of GAINSEVILLE
300 HENRY WARD WAY
GAINESVILLE GA 30501**

SEPTEMBER 27 , 2019

**BY APPLICANT: ANNEXATION APPLICATION NARRATIVE
 MOE HASNI - applicant - purchaser for WS HOTELS LLC
 418 ALAMAR ST
 FORT OGLETHORPE GA 30742**

**PROPOSED USE: 123 ROOM WOODSPRING SIGNATURE SUITES HOTEL and
 +/- 7500 SQFT RETAIL LEASED SPACE BUILDING**

NARRATIVE:

WS HOTELS LLC, proposes to develop a Woodspring Signature Suites Extended Stay Hotel and a +/- 7500 sqft Retail Space Building for lease - divided as per tenant request, within the Ordinance approvals of Hall County.

USE: The Parcels total 5.503 acres. First parcel is under contract with Simpson Land Development and is a 4.72 acres tract. The 2nd parcel is a 0.783 tract, purchased from the DOT as a surplus property. It is currently being recorded , and given a Parcel ID.

The Woodspring Hotel, will operate 7 day/24hrs per day, with exclusive access to guests. The Hotel is a CHOICE HOTELS product and is intended for economy minded business travelers, providing them with all of the amenities of a hotel, without swimming pool and breakfast/kitchen operations.

The Retail Building will be subdivided as tenant's request. Owners' currently have an interested tenant in Dunkin Donuts. The site plan provides for a Drive-Thru for a food type facility. These facilities generally take 2500 sft > 3000 sft. These operations will open from 6:00am -to -10am, and close at 5:00pm -to- 10:00pm depending on the tenant type.

STANDARDS: the properties consists of the 2 parcels, totaling 5.503 acres, With a total building density of +/- 22%. All construction will be done per IBC building codes, and all ordinances of Hall County and it's authoritative departments, including the Gateway Overlay district Ordinance requirements for design, landscaping, setbacks, etc.

SIGNS: building and monumental signs will conform to Hall County Sign Ordinances, including any Gateway Overlay District Ordinances, with no variance requests to be submitted.

LIGHTING: All lighting will be LED. The Parking Lots will have 30' pole lights, with the required foot candles/

photometric calculations- to provide a safe and secure parking at all hours. The building will be illuminated with outside accent lighting as allowed by County Ordinances.

WATER/SEWER: All utilities are available. Specifically, water and sewer is adequate for the property as indicated in a letter from Hall County Water and Sewer Dept. Also, a Flow Test has been done on the Hydrants, and water flow and pressure are more than adequate for the proposed development. A Fire Hydrant will be added to the developed properties inside the property lines.

Sewer is available on - site, previously tapped and extended to the site for future developement.

BUFFERS: currently, the properties are bounded by Crescent Drive and Jessie Jewell Parkway. There are no need for Buffers- except the landscaping strips required by Ordinance(s). The existing detention pond was re-designed in 2015, to meet Water Quality Standards, and serves as a Buffer between the Hotel and the Adjacent property.

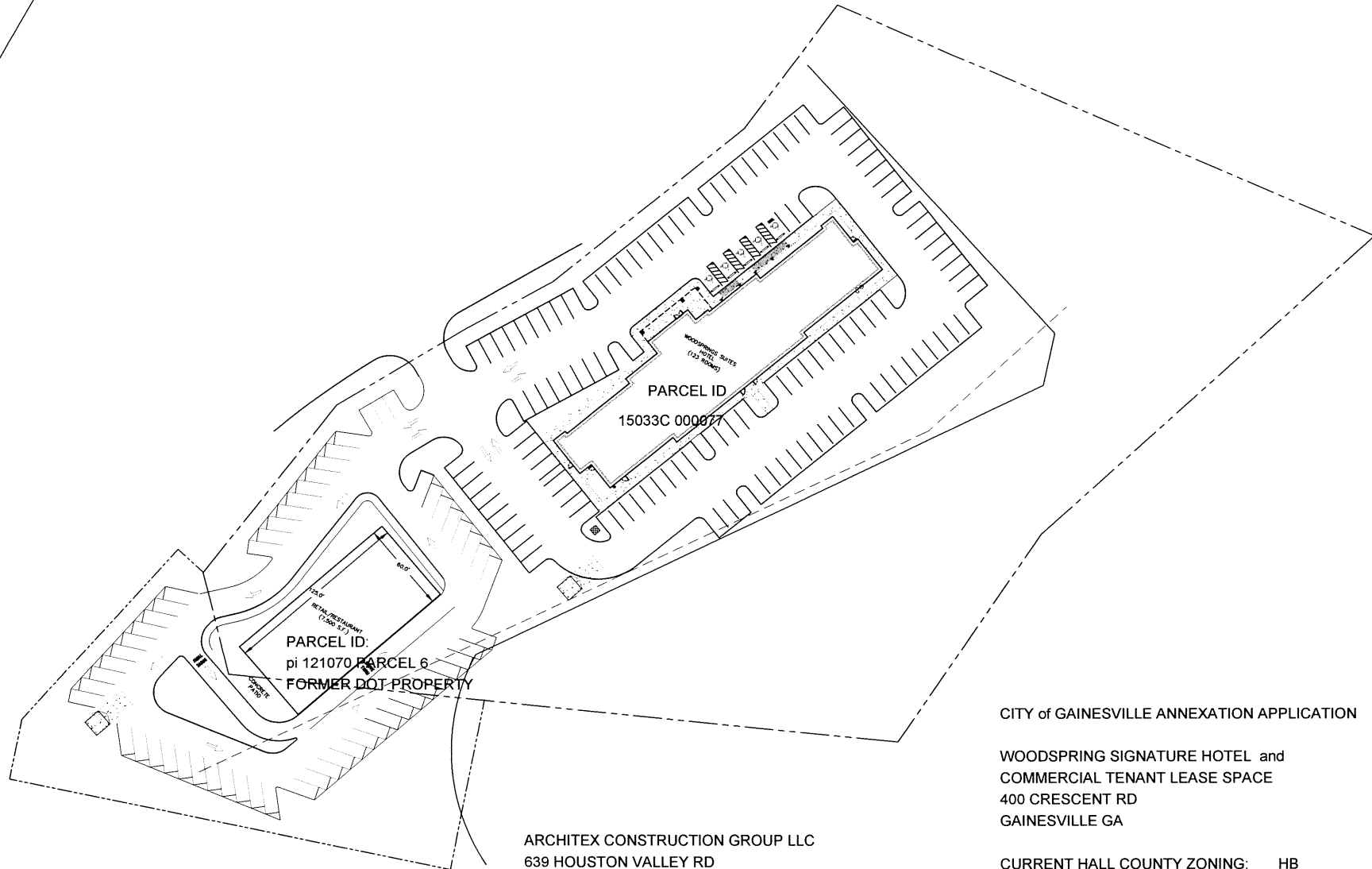
CONCLUSION: The proposed development of these properties fits into the Zoning for this area, and poses no adverse or controversial businesses. There will be a request for the GB zoning. There are no residential neighborhoods in the immediate view of this development, and the area is growing fast in commercial development immediately adjacent along Jessie Jewell Parkway.

This development will be a welcome addition to the commercial district underway and growing.

Thank you.

Moe Hasni
Owner/Owners' Representative.

Exhibit B - Concept Plan



ARCHITEX CONSTRUCTION GROUP LLC
 639 HOUSTON VALLEY RD
 RINGGOLD GA 30736706.483.1395
 larry_bielski@yahoo.com
 LAWRENCE M BIELSKI, ARCHITECT

CITY of GAINESVILLE ANNEXATION APPLICATION

WOODSPRING SIGNATURE HOTEL and
 COMMERCIAL TENANT LEASE SPACE
 400 CRESCENT RD
 GAINESVILLE GA

CURRENT HALL COUNTY ZONING: HB
 GAINSEVILLE ANNEXATION ZONING: G-B
 PARCEL ID: 15033C 000077 and
 LL123 9th LAND DISTRICT (Former DOT Property)
 5.503+/- TOTAL ACRES SEPTEMBER 27, 2019

Exhibit C - Architectural Renderings



WOODSPRING SIGNATURE HOTEL
43,800 +/- SFT / 123 ROOMS

CITY of GAINESVILLE
ANNEXATION APPLICATION
400 CRESCENT RD at JESSIE JEWELL PKWY
GAINSEVILLE / HALL COUNTY GA

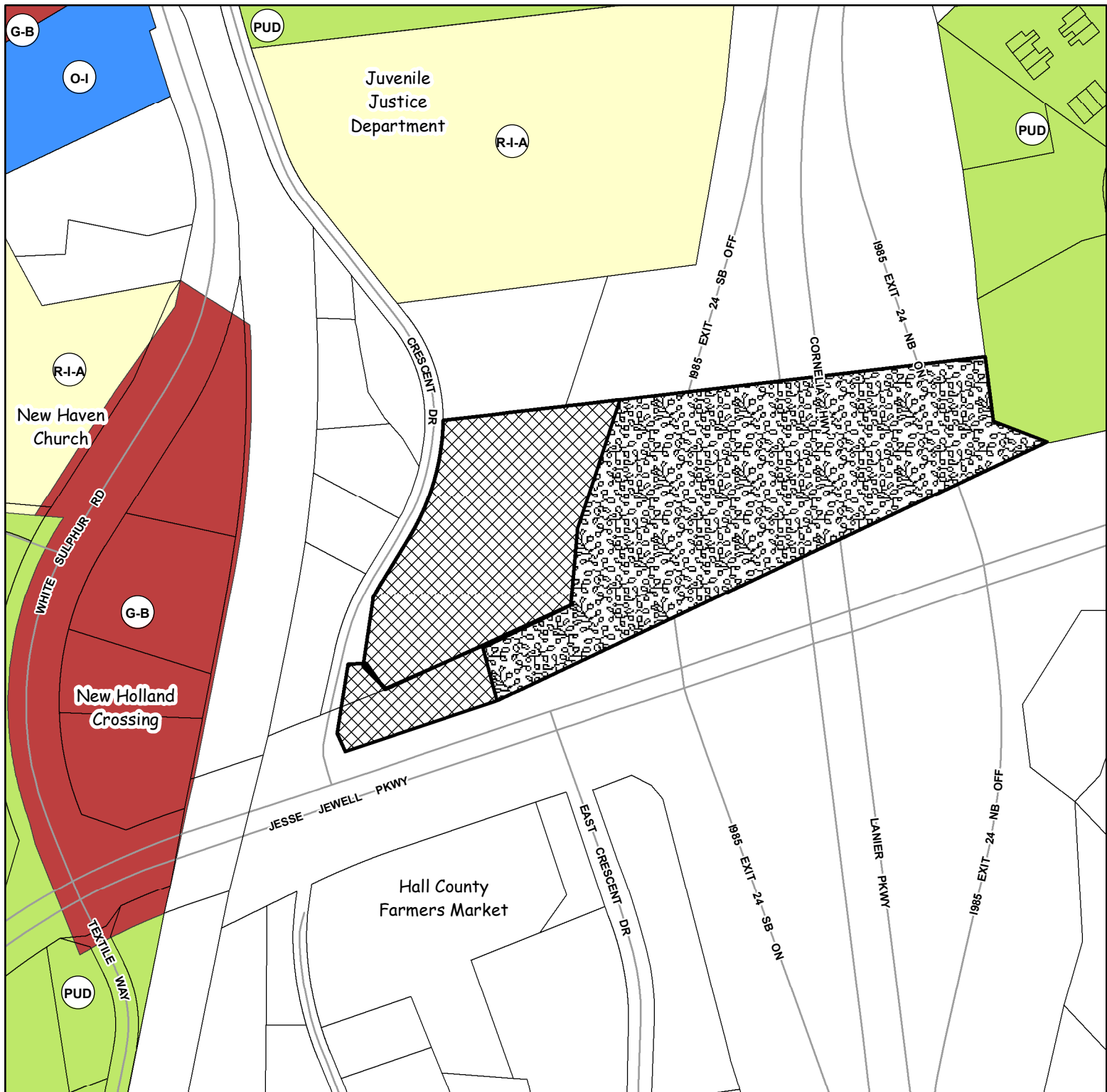
SEPT 27, 2019
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CITY of GAINESVILLE ANNEXATION APPLICATION
PROPOSED COMMERCIAL TENANT LEASE SPACE
400 CRESCENT RD PROPERTY
GAINESVILLE, GA

7,489sf +/- for TENANT BUILD OUT

SEPTEMBER 27, 2019



Applicant:

MOEZ HASNI / WS HOTELS, LLC

ANNEXATION REQUEST

Request:

Annex 5.503+/- acres and establish zoning as General Business (G-B) with a special use for an extended stay hotel and retail building

Subject Property Address:

400 Crescent Drive

Tax Parcel:

15-033C-000-077

Meeting Date: 01/14/2020

Map Prepared: 12/05/2019



Subject Property



Right-of-Way to be Annexed



0 180 360 540 720 Feet

1" = 300'



CITY OF

GAINESVILLE

COMMUNITY AND ECONOMIC DEVELOPMENT





Applicant:

MOEZ HASNI / WS HOTELS, LLC

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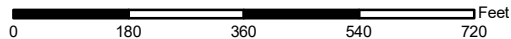
Meeting Date: 01/14/2020

Map Prepared: 12/05/2019

 Subject Property and Right-of-Way to be Annexed

Aerial from 2018



 Feet

1" = 300'



CITY OF
GAINESVILLE

COMMUNITY AND ECONOMIC DEVELOPMENT



**CITY of GAINSEVILLE
300 HENRY WARD WAY
GAINESVILLE GA 30501**

SEPTEMBER 27 , 2019

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 MOE HASNI - applicant - purchaser for WS HOTELS LLC
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Thank you.

Moe Hasni
Owner/Owners' Representative.

THIS BLOCK RESERVED FOR THE
CLERK OF THE SUPERIOR COURT.



LEGEND
 IPS=IRON PIN SET
 RBF=REBAR FOUND
 BL=BUILDING LINE
 N/F=NOW OR FORMERLY
 P/L=PROPERTY LINE
 DW=DRIVEWAY
 -X- FENCE
 R/W=RIGHT-OF-WAY
 CON=CONCRETE
 SW=SIDEWALK
 ♂=POWER POLE
 W=METER
 S=SEWER
 CO=CLEAN OUT

SURVEYORS CERTIFICATION:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon.
 RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

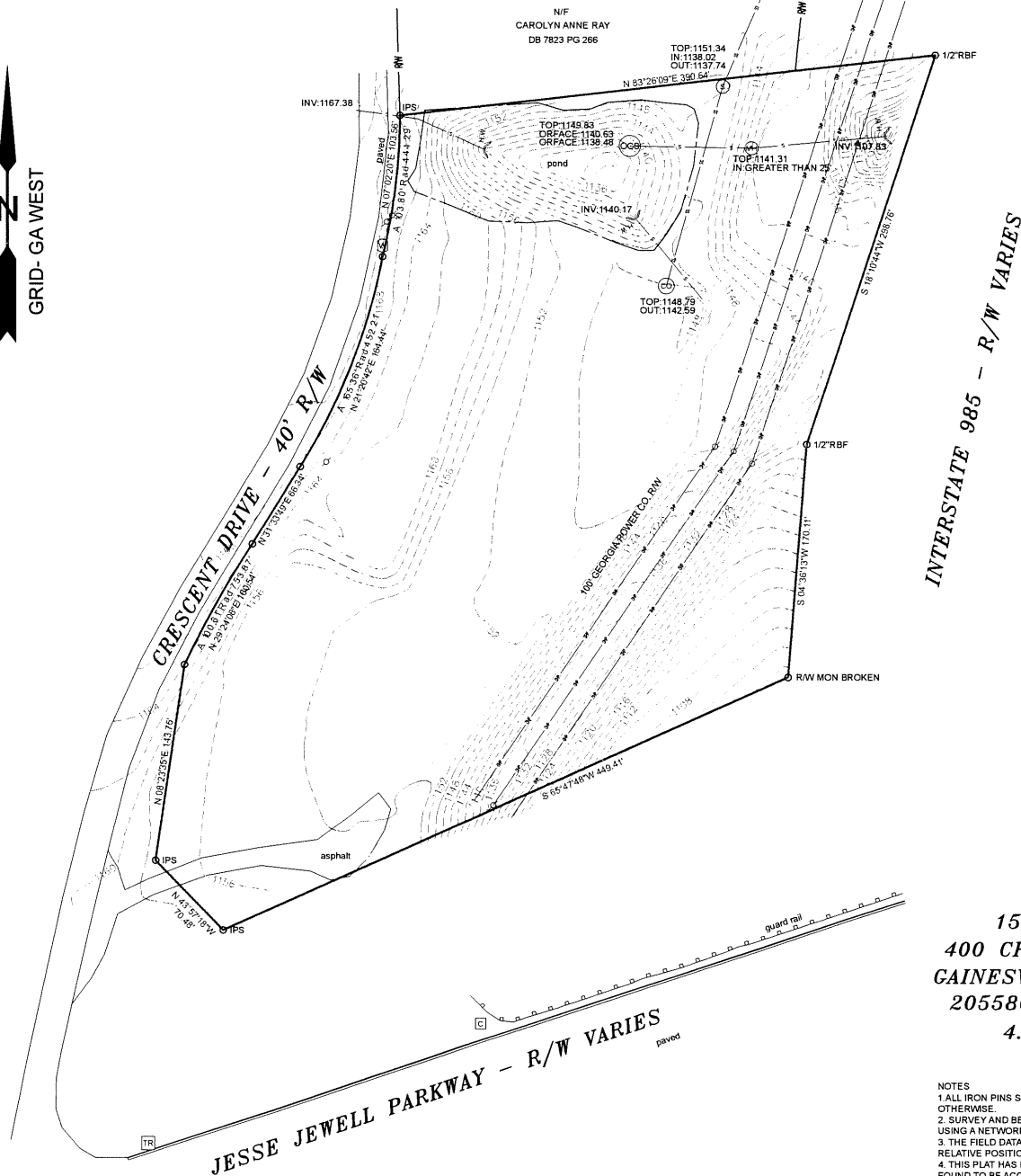


SURVEY FOR:

MOE HASNI

C.M.D.:
411
 DISTRICT:
SECTION:
 COUNTY:
HALL

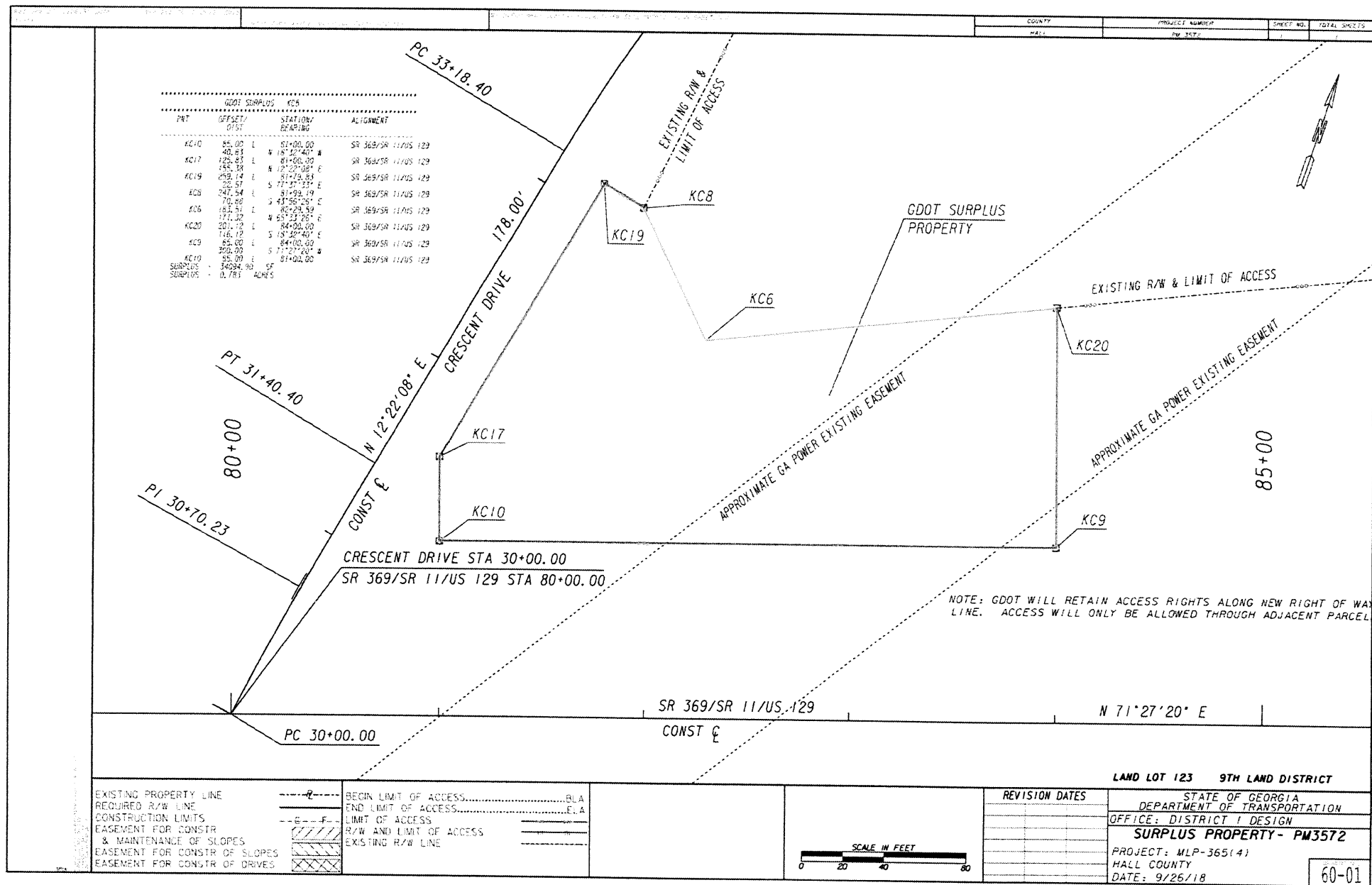
GARMON
 LAND SURVEYING
 1920 Railroad Street Statham Ga 30666
 678-726-7582
 garmonsurveying@gmail.com
 DRAWING NAME:
400 CRESCENT DR

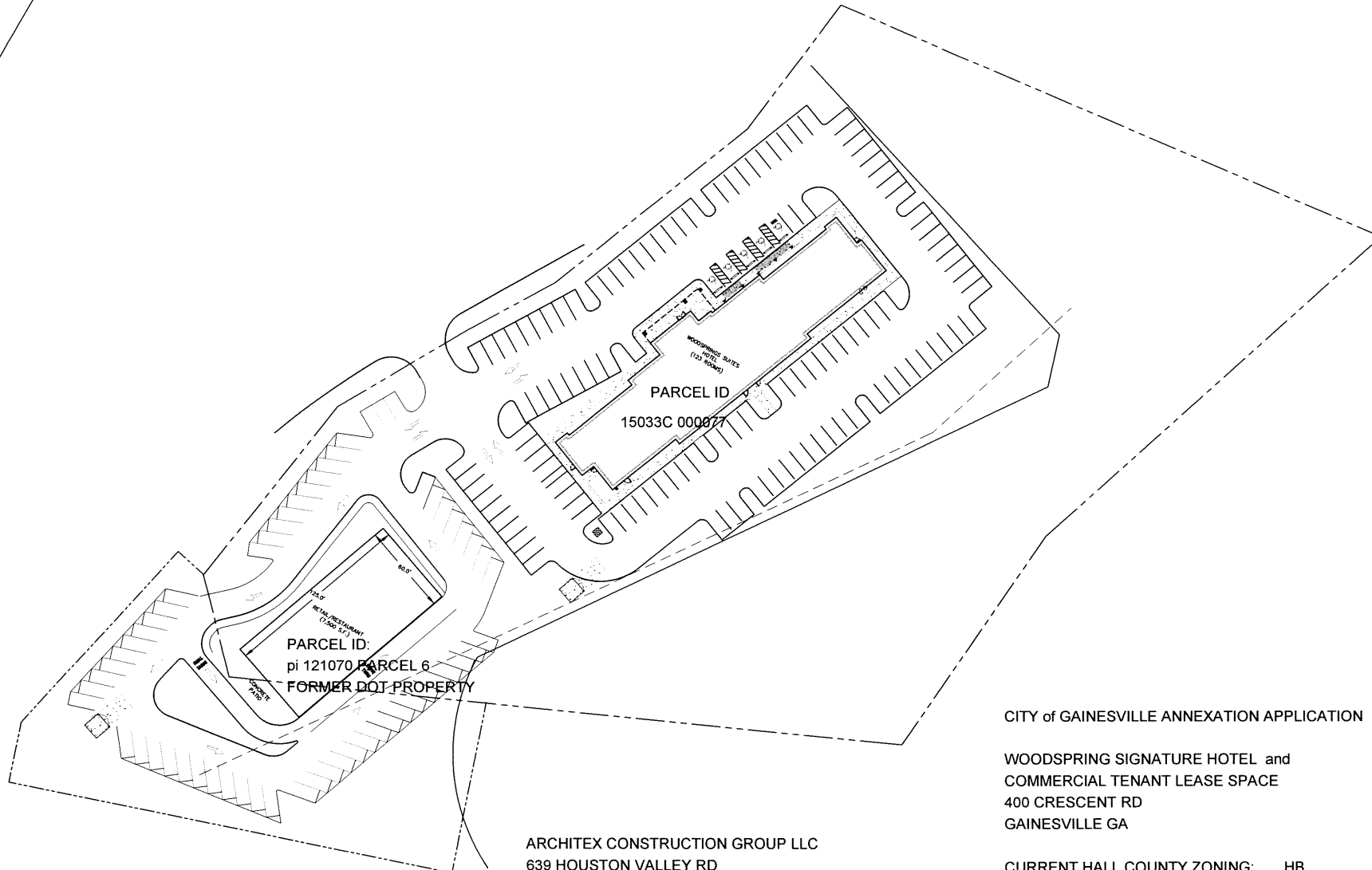


15033C000077
 400 CRESCENT DRIVE
 GAINESVILLE, GA 30507
 205586.92 Sq. Feet
 4.72 Acres

NOTES
 1. ALL IRON PINS SET ARE 1/2" REBAR UNLESS STATED OTHERWISE.
 2. SURVEY AND BEARING BASIS ESTABLISHED WITH GPS USING A NETWORK ADJUSTED REAL TIME KINEMATIC ROVER.
 3. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS RELATIVE POSITIONAL ACCURACY OF +0.03 FEET.
 4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 82,418 FEET.
 5. EQUIPMENT USED IN THIS SURVEY WAS A CARLSON SURVEYOR + DATA COLLECTOR AND A TOPCON 3005W TOTAL STATION.
 6. FIELD WORK COMPLETED ON AUGUST 28, 2019.

EXHIBIT "B"





ARCHITEX CONSTRUCTION GROUP LLC
 639 HOUSTON VALLEY RD
 RINGGOLD GA 30736706.483.1395
 larry_bielski@yahoo.com
 LAWRENCE M BIELSKI, ARCHITECT

CITY of GAINESVILLE ANNEXATION APPLICATION

WOODSPRING SIGNATURE HOTEL and
 COMMERCIAL TENANT LEASE SPACE
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PROJECT NO.	PROJECT DATE	REV. NO.	REVISIONS	DATE



WOODSPRING SIGNATURE HOTEL
43,800 +/- SFT / 123 ROOMS

CITY of GAINESVILLE
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400 CRESCENT RD at JESSIE JEWELL PKWY
GAINSEVILLE / HALL COUNTY GA

SEPT 27, 2019
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NOTE TO DESIGNER:
DESERT SCHEME

NOTE TO DESIGNER:
COASTAL SCHEME

NOTE TO DESIGNER
FOREST SCHEME

NOTE TO DESIGNER:
NEUTRAL SCHEME IS USED AS A BASIS FOR DESIGN.
MODIFY COLOR PER REGION

- NOTES:**
1. GC TO COORDINATE ELECTRICAL ROUGH IN WITH CONTACTOR AND SIGN VENDOR PRIOR TO DRYWALL.
 2. REFER TO SIGN PACKAGE FOR ALL BLOCKING AND MOUNTING DETAILS.
 3. ALIGN EXHAUST VENTS BOTH VERTICAL AND HORIZONTAL.
 4. EXTERIOR SIGNAGE, OWNER TO COORDINATE WITH SIGN VENDOR AND LOCAL JURISDICTION.
 5. GUTTERS, DOWNSPOUTS, PARAPET CAP, AND FLASHING TO BE SELECTED FROM MANUFACTURER'S STANDARD COLORS TO MATCH AS SCHEDULED. SUBMIT FOR APPROVAL.
 6. ALL COLOR TRANSITIONS OCCUR AT INSIDE CORNERS NOT OUTSIDE CORNERS.

GENERAL NOTE:
PROVIDE WEATHER BARRIER OVER ALL EXTERIOR SHEATHING PRIOR TO THE INSTALLATION OF ANY EXTERIOR FINISH MATERIAL. INSTALL PER MANUFACTURER'S SPECIFICATIONS AND PROVIDE ALL MANUFACTURER'S ACCESSORIES TO FULLY FLASH AND COUNTER-FLASH AT ALL WINDOWS, DOORS, AND EXTERIOR PENETRATIONS. PROVIDE A WEATHER TIGHT BARRIER AT ALL SURFACES. COORDINATE FLASHING WITH WINDOW, DOOR, VENT, ETC. MANUFACTURER'S FOR A WEATHER TIGHT SEAL AT ALL OPENINGS.

KEYNOTE LEGEND	
1.01	SIGNAGE BY OWNER, UNDER SEPARATE PERMIT. COORDINATE & BLOCKING WITH MANUFACTURER
5.01	ALUMINUM GUTTERS AND DOWNSPOUTS
6.01	CEMENT BOARD TRIM 3/4"x4" FEELS TRIM 2-1/2"x4"
7.02	CEMENT BOARD TRIM AT STOPS 5/4"x4"
8.03	CEMENT BOARD TRIM FASCIA
9.06	CEMENT BOARD PANEL
12.02	7" EXPOSURE CEMENT BOARD LAP SIDING. SEE COLOR SCHEDULE
7.04	COMPOSITION SHINGLES
7.05	RIDGE VENT- REF SHEET A1.3 FOR DETAILS
8.02	HOLLOW METAL DOOR
8.03	SIDING WINDOW- TYP. SEE SPECS
15.01	THRU-WALL HVAC UNIT
15.02	MECHANICAL LOUVERS REF MECH DWGS. PAINT TO MATCH ADJACENT
15.04	MECHANICAL LOUVERS REF MECH DWGS. PAINT ALUMINUM FINISH
16.01	LIGHT WALL PANK MOUNT 50% TO CENTER OF FIXTURE. REF ELEC. DWGS.
	SCULPT. TRILLIT- SWG

NOTE TO DESIGNER:
REVISE KEYNOTES PER PROJECT





CITY of GAINESVILLE ANNEXATION APPLICATION
PROPOSED COMMERCIAL TENANT LEASE SPACE
400 CRESCENT RD PROPERTY
GAINESVILLE, GA

7,489sf +/- for TENANT BUILD OUT

SEPTEMBER 27, 2019

Matt Tate

From: Rock Baker [REDACTED]
Sent: Friday, January 10, 2020 11:05 AM
To: Matt Tate; Rusty Ligon; 'Ryan Thompson'
Cc: 'Ron Wilson'
Subject: Crime Rates at Extended Stay Hotels

CAUTION:*This email originated from outside the City of Gainesville networks. Be aware of phishing, and remember: CoG DoIT will never ask for your password or other personal information in email. Use caution with attachments or click links if you are not sure about it.*****

Hello,

It seems there is a lot of hard data regarding crime statistics at extended stay hotels. Obviously we are opposed to the request for permission next week. NH is developing very well and we feel this would not be good for the area.

Here is just one article/link but there is a lot of data on a web search.

Extended-stay police calls 'sky high'

MARIETTA — Marietta Police Chief Dan Flynn says calls to the police department about crime at extended-stay motels are “sky high.”

Flynn presented an annual crime report outlining 2014's statistics of crime and use of police resources during Wednesday's City Council meeting.

“It's a certainly important issue to everyone here in the city. The problem isn't isolated to specifically to just crimes but calls to police service are sky-high,” he said.

Every year, the Marietta Police Department reports crime statistics to the Federal Bureau of Investigation's Uniform Crime Reporting Program, a national crime database. Marietta police reported a total of 2,155 service calls in 2014, a 1,000 call increase from 2013, from areas with extended-stay hotels. The reported incidents include calls made to police that resulted in arrests, as well as officer-initiated activity.

https://www.mdjonline.com/news/extended-stay-police-calls-sky-high/article_549140bd-074f-5d35-bdd5-130d0719a33d.html