CITY OF GAINESVILLE

Mayor/Council Meeting Agenda
Tuesday, December 21, 2021, 5:30 PM
Public Safety Complex, Municipal Court Room
701 Queen City Parkway, Gainesville, GA 30501
Mayor or Mayor Pro Tem Presides

INVOCATION:

PLEDGE OF ALLEGIANCE:

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Appointments

A. Parks and Recreation Board
   - Appoint Chris Morgan and Brent Loggins

Resolutions

A. AR-2021-13 Fourth Quarter Budget Adjustment for Fiscal Year 2021

B. AR-2021-14 First Quarter Budget Adjustment for Fiscal Year 2022

C. AR-2021-15 FY2021 Closure of Airport Capital Projects

D. AR-2021-16 FY2021 Closure of Department of Water Resources Capital Projects

E. AR-2021-17 FY2021 Closure of General Government Capital Projects

F. AR-2021-18 FY2021 Closure of Grant Capital Projects

G. AR-2021-19 FY2021 Closure of Solid Waste Capital Projects

H. AR-2021-20 FY2021 Closure of SPLOST Capital Projects

I. BR-2021-56 Agreement Regarding Term of Municipal Court Judge

J. BR-2021-57 Intergovernmental Agreement with Hall County for I-985 Interchange Mowing

K. BR-2021-58 Oakwood - Gainesville Intergovernmental Agreement for Sanitary Sewer Billing Services - First Amendment

L. BR-2021-59 Restatement of Retirement Plan A Document

M. GR-2021-16 FY2022 Local Maintenance and Improvement Grant (LMIG)

CITY MANAGER ISSUES:

CITY ATTORNEY ISSUES:

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Friday, December 17, 2021, 4:30 PM

CITY OF GAINESVILLE

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/16/2021

Presenter:

Item of Business: Consent Agenda Items

Meeting Date: 12/21/2021

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: 12/13/2021

Presenter: Danny Dunagan

Item of Business: Parks and Recreation Board
- Appoint Chris Morgan and Brent Loggins

Meeting Date: 12/21/2021

Purpose of Request:

The purpose of this request is to address the upcoming expiring terms for positions held by Susan Daniell and Cooper Embry, III.

History/Background:

The Parks & Recreation board follow the guidelines as set forth in the City Charter, Code of Ordinances and Bylaws of the Gainesville Parks & Recreation Board. Members serve five-year terms or until a successor is appointed.

Facts & Issues for Consideration:

Chris Morgan Brent Loggins have expressed a willingness to serve. The debt verification process has been completed with no concerns.

Department Recommendation:

To approve the appointments as submitted by the Mayor during the December 16, 2021 Work Session.

Department Director:

Danny Dunagan

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Parks and Recreation Members	Backup Material

PARKS AND RECREATION BOARD

POST	LAST NAME	FIRST NAME	APPOINTED	REAPPOINTED	EXPIRES
Ward 1	Peeples Chair	Kingsley	10/15/19 UE	12/17/2019	12/31/2024
Ward 1	Simpson Vice Chair	John	8/18/15 UE	12/18/2018	12/31/2023
Ward 2	Daniel Secretary/Treasurer	Kristin	3/17/2015	12/17/2019	12/31/2024
Ward 2	Murray	Alex	1/19/2021		12/31/2025
Ward 3	Washington	Robert	12/18/2018		12/31/2023
Ward 3	Castleberry	Jerry	8/19/2008 UE	12/15/2009 12/16/2014 12/17/2019	12/31/2024
Ward 4	Daniell	Susan	12/6/2011	12/6/2016	12/31/2021
Ward 4	Embry, III	Hugh Cooper	2/3/15 UE	12/6/2016	12/31/2021
Ward 5	Romberg	Chris	12/31/2003	12/16/2008 12/3/2013 12/18/2018	12/31/2023
Ex-Officio	Clay	Juli	1/19/2021		1/4/2022
Director	Mattison	Kate		Board Appointed	

TERM: Five year terms

CONTACT: Kate Mattison, Director of Parks & Recreation

UE: Unexpired Term

UPDATED: 1/20/2021 ag

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/8/2021

Presenter: Bryan Lackey

Item of Business: AR-2021-13 Fourth Quarter Budget Adjustment for Fiscal Year 2021

Meeting Date: 12/21/2021

Purpose of Request:

This request is to approve the budget adjustments associated with the fourth quarter of fiscal year 2021.

History/Background:

The City of Gainesville Code states in part:
Sec. 2-3-87 - Budget amendments
(a) General amendment. The council may amend the budget as deemed necessary or advantageous during the fiscal year, provided additional revenues or funding sources are identified for any net increase in expenditure. Following the end of each fiscal year quarter, any approved adjustments, including budgets for any projects authorized during the quarter shall be enacted through a budget adjustment resolution upon favorable vote of the city council. The supplemental budget resolutions shall be balanced for each and every fund that is amended.

Facts & Issues for Consideration:

Department Recommendation:

Financial Services recommends the approval of the fourth quarter budget adjustment for fiscal year 2021.

Department Director:

Jeremy Perry

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
AR-2021-13 Fourth Quarter Budget Adjustment for Fiscal Year 2021	Resolution
Attachment A - Charts for 4th Quarter Budget Adjustments for FY2021	Backup Material
Attachment B - Descriptions for 4th Quarter Budget Adjustments for FY2021	Backup Material

RESOLUTION AR-2021-13

REGARDING FOURTH QUARTER BUDGET ADJUSTMENT FOR FISCAL YEAR 2021

WHEREAS, the City Council approved a budget for fiscal year 2021 for the City of Gainesville on June 16, 2020; and

WHEREAS, the budget is a dynamic rather than static revenue and spending plan which requires adjustment from time to time as circumstances change; and

WHEREAS, these adjustments maintain a balanced budget for all funds.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby adopts the adjustments to the budget listed on "Attachment A" and "Attachment B", attached hereto and made a part of the Resolution.

Adopted this _____ day of __________________, 2021.

____
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.

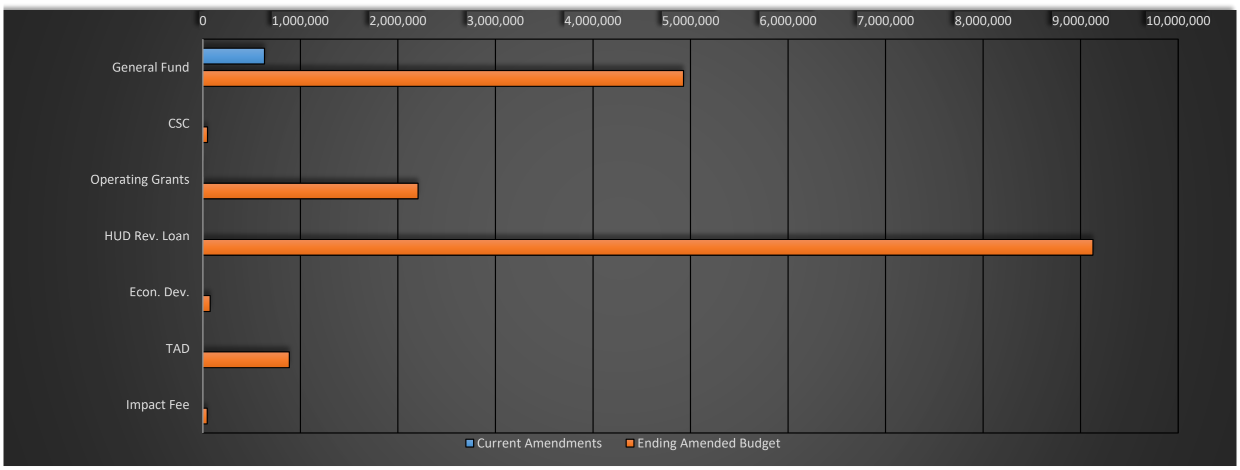
ATTEST:

____
Denise O. Jordan, City Clerk

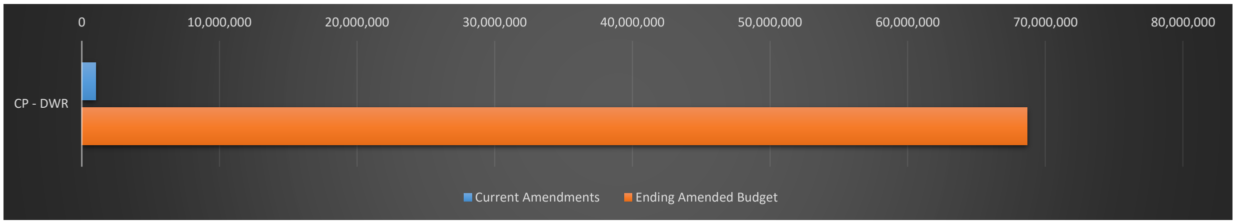
ATTACHMENT A

General Fund			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
General Fund	31,768,897	3,794,813	35,563,710
Grand Total	**31,768,897**	**3,794,813**	**35,563,710**

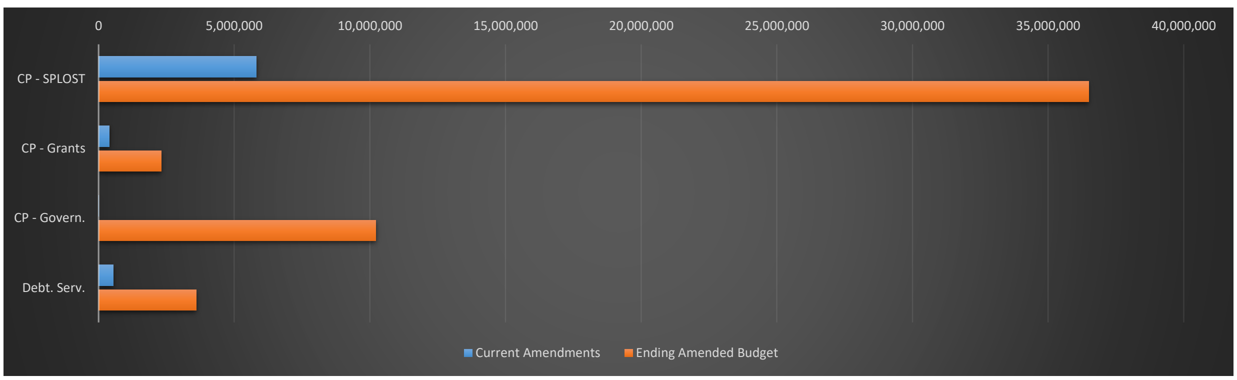
Special Revenue Funds			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
CSC	4,296,219	632,000	4,928,219
Cemetery Trust	47,500	0	47,500
Confiscated Assets	323,227	0	323,227
Operating Grants	31,948	1,811,400	1,843,348
HUD Grants	2,206,549	1	2,206,550
HUD Rev. Loan	0	82,019	82,019
Fire Services fund	9,126,403	0	9,126,403
Econ. Dev.	108,000	28,000	136,000
Land Bank Authority	75,000	0	75,000
TAD	648,282	350,000	998,282
H/M Tax Fund	886,585	0	886,585
Impact Fee	1,287,439	179,600	1,467,039
Info. Tech. Fund	44,700	0	44,700
Grand Total	**19,081,852**	**3,083,020**	**22,164,872**



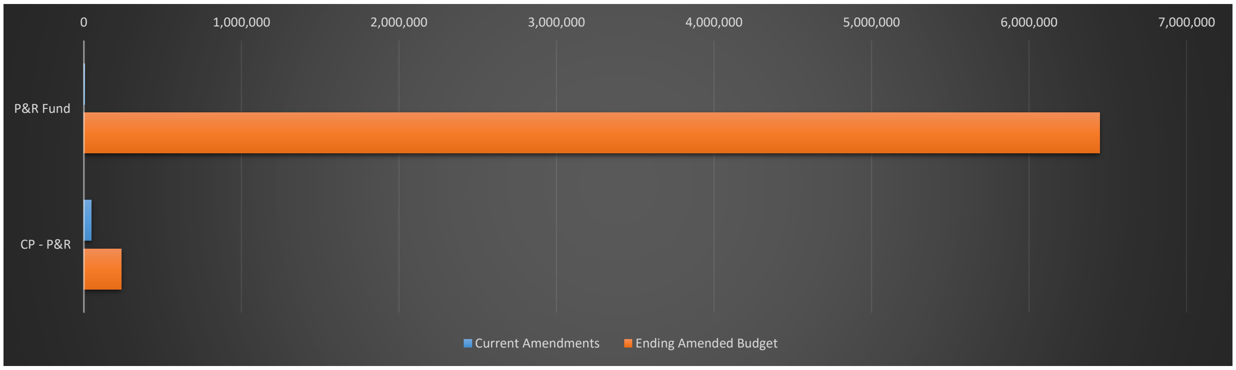
Enterprise Funds			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
DWR	73,942,102	0	73,942,102
CP - DWR	67,665,561	1,022,425	68,687,986
Solid Waste	3,400,904	0	3,400,904
Airport	1,988,293	0	1,988,293
Golf	3,212,691	0	3,212,691
Grand Total	**150,209,551**	**1,022,425**	**151,231,976**



Capital and Debt Funds			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
CP - SPLOST	30,671,704	5,819,390	36,491,094
CP - Grants	1,912,284	402,000	2,314,284
CP - Govern.	10,213,891	10,002	10,223,893
Debt. Serv.	3,053,830	547,274	3,601,104
Grand Total	**45,851,709**	**6,778,666**	**52,630,375**



Component Unit			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
CVB	1,533,721	0	1,533,721
P&R Fund	6,443,919	5,000	6,448,919
CP - P&R	189,994	47,678	237,672
Grand Total	**8,167,634**	**5,000**	**8,220,312**



Non-Profit			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
Non-Profit	24,367	0	24,367
Grand Total	**24,367**	**0**	**24,367**

Internal Service Fund			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
Gen. Insurance	2,024,396	0	2,024,396
Employee Ben.	10,300,535	0	10,300,535
Veh. Serv.	2,600,244	0	2,600,244
Grand Total	**14,925,175**	**0**	**14,925,175**

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
4th QTR BA for FY2021 ADJUSTMENT DESCRIPTIONS

GENERAL FUND

GENERAL FUND

The General fund recognized a total increase of $3,794,813 during the fourth quarter of fiscal year 2021. The adjustments associated with this increase are as follows:

- Increase in Budgeted Fund Balance in the amount of $2,694,813 for Project 93162-Parking Deck.
- Increase in Budgeted Fund Balance in the amount of $100,000 for adjustment to the Arts Council Land Agreement.
- Increase in Budgeted Fund Balance in the amount of $1,000,000 for transfer to Chattahoochee Golf Course Fund.

SPECIAL REVENUE FUNDS

COMMUNITY SERVICE CENTER FUND

The Community Service Center fund recognized a total increase of $632,000 during the fourth quarter of fiscal year 2021. The adjustment associated with this increase is as follows:

- Year-end Capital Project adjustment in the amount of $632,000.

GRANTS FUND

The Grants fund recognized a total increase of $1,811,400 during the fourth quarter of fiscal year 2021. The adjustment associated with this increase is as follows:

- Year-end Grant budget adjustments in the amount of $1,811,400.

HUD REVOLVING LOAN FUND

The HUD Revolving Loan fund recognized a total increase of $82,019 during the fourth quarter of fiscal year 2021. The adjustment associated with this increase is as follows:

- Establishment of FY21 Revolving Loan Fund Budget.

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
4th QTR BA for FY2021 ADJUSTMENT DESCRIPTIONS

ECONOMIC DEVELOPMENT FUND

The Economic Development fund recognized a total increase of $28,000 during the fourth quarter of fiscal year 2021. The adjustment associated with this increase is as follows:

- Recognize interest revenues for FY21 in the amount of $28,000.

TAX ALLOCATION DISTRICT FUND

The Tax Allocation District fund recognized a total increase of $350,000 during the fourth quarter of fiscal year 2021. The adjustment associated with this increase is as follows:

- Increase of $350,000 for Project 93165-Greenway Connectivity per BR-2021-15.

IMPACT FEE FUND

The Impact Fee fund recognized a total increase of $179,600 during the fourth quarter of fiscal year 2021. The adjustments associated with this increase is as follows:

- Recognize additional impact fees for FY21 in the amount of $179,600.

DEBT SERVICE FUND

The Debt Service fund recognized a total increase of $547,274 during the fourth quarter of fiscal year 2021. The adjustments associated with this increase is as follows:

- Year-end budget adjustments in the amount of $547,274.

CAPITAL AND DEBT FUNDS

SPLOST CAPITAL PROJECTS FUND

The SPLOST Project fund recognized a total increase of $5,819,390 during the fourth quarter of fiscal year 2021. The adjustments associated with this increase are as follows:

- Transfer from General Fund for Project $93162-Parking Deck in the amount of $2,694,813.
- Transfer from General Government CIP Fund for Project $93162-Parking Deck in the amount of $1,369,333.
- Recognize additional LIMG funds in the amount of $52,000.
- Set up budget in SPLOST fund for Project 93162-Parking deck in the amount of $2,496,660.
- Decrease of $793,416 for not receiving GTIB Grant.

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
4th QTR BA for FY2021 ADJUSTMENT DESCRIPTIONS

GRANTS CAPITAL PROJECTS FUND

The Grants Capital Project fund recognized a total increase of $402,000 during the fourth quarter of fiscal year 2021. The adjustment associated with this increase are as follows:

- Transfer from TAD fund in the amount of $350,000 for Project 93165-Greenway Connectivity per BR-2021-15.
- Transfer to SPLOST fund in the amount of $52,000 to recognize additional LMIG funds.

GENERAL GOVERNMENT CAPITAL PROJECTS FUND

The General Government Capital Project fund recognized a total decrease of $10,000 during the fourth quarter of fiscal year 2021. The adjustments associated with this increase is as follows:

- Increase in Budgeted Fund Balance in the amount of $10,000 for project 96015-Comprehensive Plan Update.

DWR CAPITAL PROJECTS FUND

The DWR Capital Projects fund recognized a total increase of $1,022,425 during the fourth quarter of fiscal year 2021. The adjustment associated with this increase are as follows:

- Recognize contribution from Gold Creek Foods for Sewer Main Extensions in the amount of $920,000.
- Transfer from DWR Operating Fund in the amount of $68,925 for Backwash pumps and sludge thickener.
- Increase in budgeted fund balance in the amount of $33,500 for BA21-9874 to correct a transfer transaction.

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
4th QTR BA for FY2021 ADJUSTMENT DESCRIPTIONS
COMPONENT UNIT FUNDS

PARKS AND RECREATION FUND

The Parks and Recreation fund recognized a total increase of $5,000 during the fourth quarter of fiscal year 2021. The adjustments associated with this increase is as follows:

- Recognize donation for Kenwood Bridge in the amount of $5,000 from Friends of the Parks.

PARKS AND RECREATION CAPITAL PROJECT FUND

The Parks and Recreation Capital Project fund recognized a total increase of $47,678 during the fourth quarter of fiscal year 2021. The adjustments associated with this increase is as follows:

- Increase in Budgeted Fund Balance in the amount of $47,678 for the transfer of Midtown Greenway project to SPLOST fund.

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/8/2021

Presenter: Bryan Lackey

Item of Business: AR-2021-14 First Quarter Budget Adjustment for Fiscal Year 2022

Meeting Date: 12/21/2021

Purpose of Request:

This request is to approve the budget adjustments associated with the first quarter of fiscal year 2022.

History/Background:

The City of Gainesville Code states in part:
Sec. 2-3-87 - Budget amendments (a) General amendment. The council may amend the budget as deemed necessary or advantageous during the fiscal year, provided additional revenues or funding sources are identified for any net increase in expenditure. Following the end of each fiscal year quarter, any approved adjustments, including budgets for any projects authorized during the quarter shall be enacted through a budget adjustment resolution upon favorable vote of the city council. The supplemental budget resolutions shall be balanced for each and every fund that is amended.

Facts & Issues for Consideration:

Department Recommendation:

Financial Services recommends the approval of the first quarter budget adjustment for fiscal year 2022.

Department Director:

Jeremy Perry

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
AR-2021-14 First Quarter Budget Adjustment for Fiscal Year 2022	Resolution
Attachment A - Charts for 1st Quarter Budget Adjustments for FY2022	Backup Material
Attachment B - Description of 1st Quarter Budget Adjustments for FY2022	Backup Material

RESOLUTION AR-2021-14

REGARDING FIRST QUARTER BUDGET ADJUSTMENT
FOR FISCAL YEAR 2022

WHEREAS, the City Council approved a budget for fiscal year 2022 for the City of Gainesville on June 15, 2021; and

WHEREAS, the budget is a dynamic rather than static revenue and spending plan which requires adjustment from time to time as circumstances change; and

WHEREAS, these adjustments maintain a balanced budget for all funds.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby adopts the adjustments to the budget listed on “Attachment A” and “Attachment B”, attached hereto and made a part of the Resolution.

Adopted this _____ day of __________________, 2021.

____
C. Danny Dunagan, Jr., Mayor

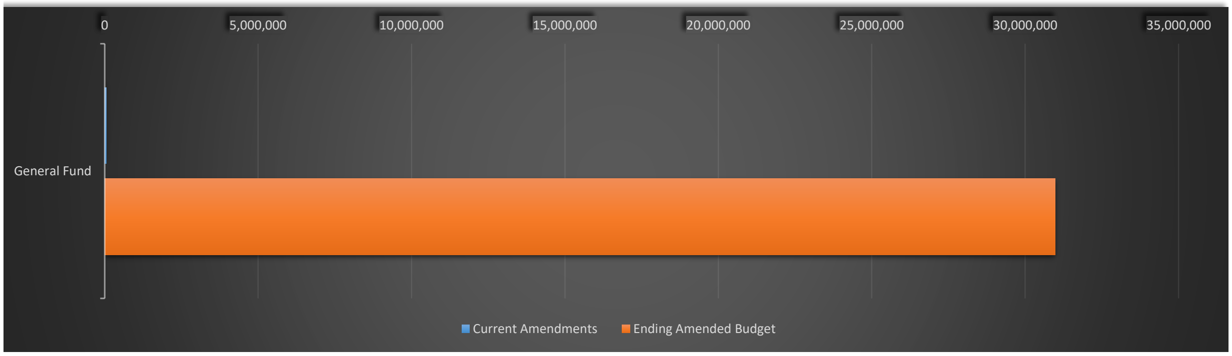
This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

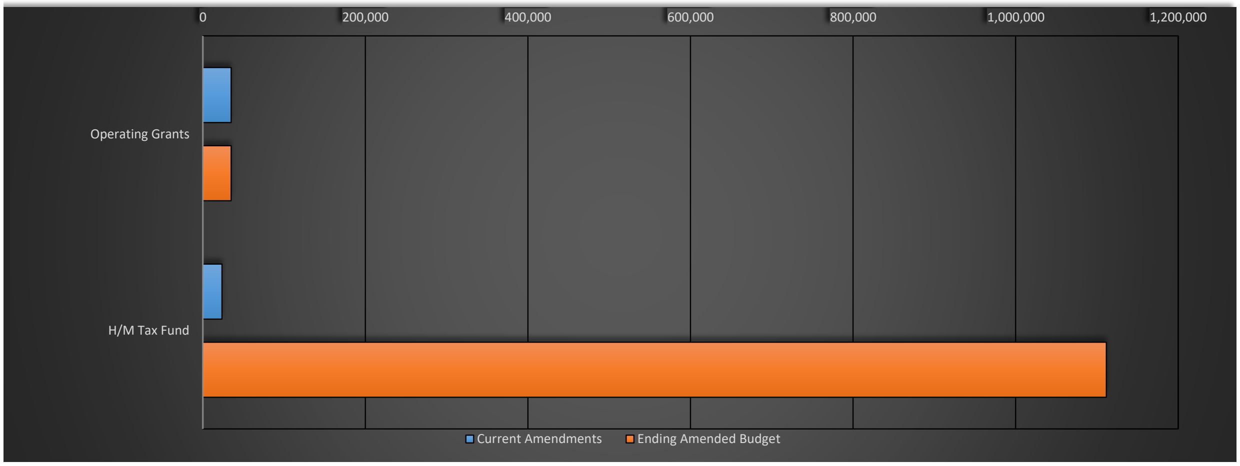
____
Denise O. Jordan, City Clerk

ATTACHMENT A

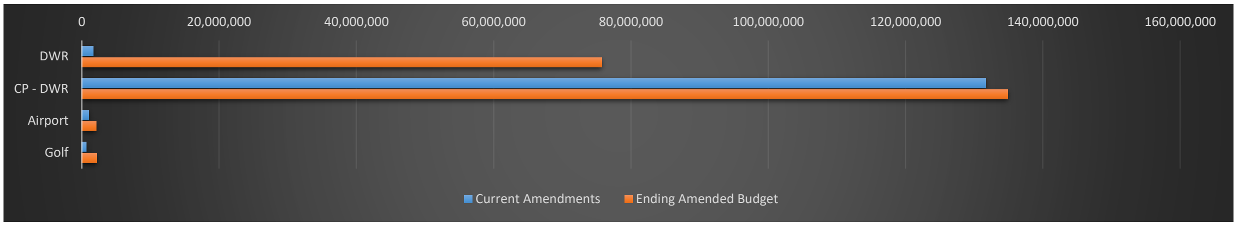
General Fund			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
General Fund	30,931,193	47,248	30,978,441
Grand Total	**30,931,193**	**47,248**	**30,978,441**



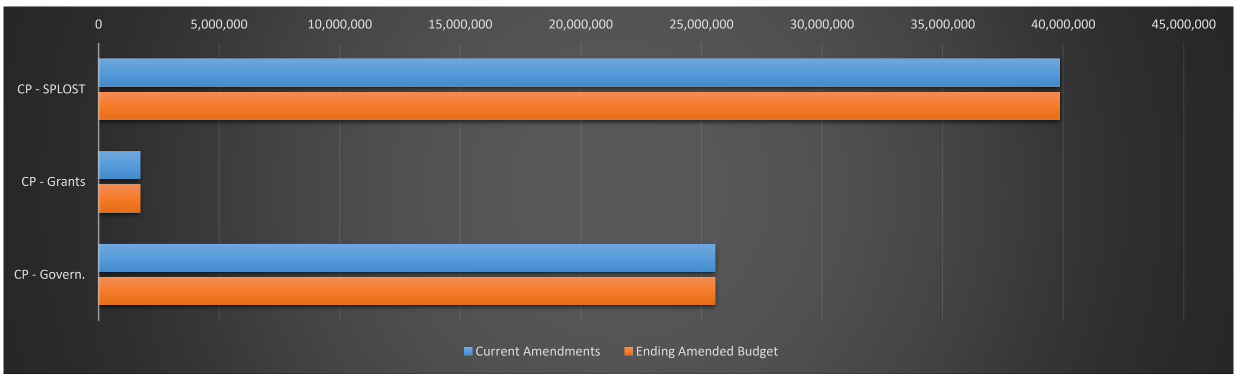
Special Revenue Funds			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
CSC	3,835,637	0	3,835,637
Cemetery Trust	55,000	0	55,000
Confiscated Assets	150,000	0	150,000
Operating Grants	0	34,796	34,796
HUD Grants	0	0	0
HUD Rev. Loan	0	0	0
Fire Services fund	9,583,600	0	9,583,600
Police Service Fund	4,434,654	0	4,434,654
Econ. Dev.	73,000	0	73,000
Land Bank Authority	50,000	0	50,000
TAD	619,362	0	619,362
H/M Tax Fund	1,088,135	23,500	1,111,635
Impact Fee	1,446,486	0	1,446,486
Info. Tech. Fund	42,700	0	42,700
Grand Total	**21,378,574**	**58,296**	**21,436,870**



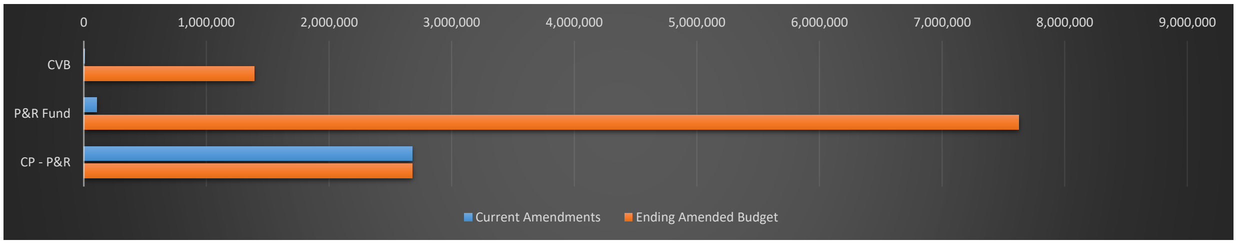
Enterprise Funds			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
DWR	74,074,004	1,663,325	75,737,329
CP - DWR	3,247,942	131,662,273	134,910,215
Solid Waste	4,089,386	0	4,089,386
Airport	1,062,451	1,012,311	2,074,762
Golf	1,515,753	641,502	2,157,255
Grand Total	**83,989,536**	**134,979,411**	**218,968,947**



Capital and Debt Funds			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
CP - SPLOST	0	39,861,018	39,861,018
CP - Grants	0	1,719,132	1,719,132
CP - Govern.	0	25,579,723	25,579,723
Debt. Serv.	6,522,833	0	6,522,833
Grand Total	**6,522,833**	**67,159,873**	**73,682,706**



Component Unit			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
CVB	1,379,246	9,300	1,388,546
P&R Fund	7,519,067	107,245	7,626,312
CP - P&R	0	2,676,830	2,676,830
Grand Total	**8,898,313**	**116,545**	**9,014,858**



Non-Profit			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
Non-Profit	24,366	0	24,366
Grand Total	**24,366**	**0**	**24,366**

Internal Service Fund			
Fund	**Beginning Amended Budget**	**Current Amendments**	**Ending Amended Budget**
Gen. Insurance	2,077,023	0	2,077,023
Employee Ben.	10,337,194	0	10,337,194
Veh. Serv.	2,063,619	0	2,063,619
Grand Total	**14,477,836**	**0**	**14,477,836**

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS

GENERAL FUND

GENERAL FUND

The General fund recognized a total increase of $47,248 during the first quarter of fiscal year 2022. The adjustments associated with this increase is as follows:

- FY21-22 Anticipated re-appropriations of open balances from purchase orders.

SPECIAL REVENUE FUNDS

GRANTS FUND

The Grants fund recognized a total increase of $34,796 during the first quarter of fiscal year 2022. The adjustment associated with this increase is as follows:

- Establishment of LET Grant budget for FY22 in the amount of $34,796.

HOTEL/MOTEL TAX FUND

The Hotel/Motel Tax fund recognized a total increase of $23,500 during the first quarter of fiscal year 2022. The adjustment associated with this increase is as follows:

- Project 91061- Budget increase due to increased cost of metal.

ENTERPRISE FUNDS

DEPARTMENT OF WATER RESOURCES OPERATING FUND

The Department of Water Resources Operating fund recognized a total increase of $1,663,325 during the first quarter of fiscal year 2022. The adjustment associated with this increase is as follows:

- FY21-22 Anticipated re-appropriations of open balances from purchase orders.

AIRPORT FUND

The Airport Fund recognized a total increase of $1,012,311 during the first quarter of fiscal year 2022. The adjustment associated with this increase is as follows:

- FY21-22 Anticipated re-appropriations of open balances from purchase orders and existing project balances.

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS

CHATTAHOOCHEE GOLF COURSE FUND

The Chattahoochee Golf Course Fund recognized a total increase of $641,502 during the first quarter of fiscal year 2022. The adjustment associated with this increase is as follows:

- FY21-22 Anticipated re-appropriations of open balances from purchase orders and existing project balances.

CAPITAL AND DEBT FUNDS

DWR CAPITAL PROJECTS FUND

The Department of Water Resources Capital Project fund recognized a total increase of $131,662,273 during the first quarter of fiscal year 2022. The adjustments associated with this increase are as follows:

- FY21-22 Anticipated re-establishing project budgets for open projects not closed during FY2021.
- Establishment of FY2022 Capital Projects per Resolution AR-2021-10.

SPLOST CAPITAL PROJECTS FUND

The SPLOST Capital Project fund recognized a total increase of $39,861,018 during the first quarter of fiscal year 2022. The adjustments associated with this increase are as follows:

- FY21-22 Anticipated re-establishing project budgets for open projects not closed during FY2021.
- Establishment of FY2022 Capital Projects per Resolution AR-2021-10.

GRANTS CAPITAL PROJECTS FUND

The Grants Capital Project fund recognized a total increase of $1,719,132 during the first quarter of fiscal year 2022. The adjustments associated with this increase are as follows:

- FY21-22 Anticipated re-establishing project budgets for open projects not closed during FY2021.
- Establishment of FY2022 Capital Projects per Resolution AR-2021-10.

ATTACHMENT B
QUARTERLY BUDGET ADJUSTMENT RESOLUTION
ADJUSTMENT DESCRIPTIONS

GENERAL GOVERNMENT CAPITAL PROJECTS FUND

The General Government Capital Projects fund recognized a total increase of $25,579,723 during the first quarter of fiscal year 2022. The adjustments associated with this increase are as follows:

- FY21-22 Anticipated re-establishing project budgets for open projects not closed during FY2021.
- Establishment of FY2022 Capital Projects per Resolution AR-2021-10.

COMPONENT UNIT

CONVENTION VISITORS BUREAU

The Convention Visitors Bureau fund recognized a total increase of $9,300 during the first quarter of fiscal year 2022. The adjustment associated with this increase is as follows:

- Increase in Budgeted Fund Balance in the amount of $9,300 for the City of Gainesville's Bicentennial celebration expenses.

PARKS AND RECREATION FUND

The Parks and Recreation Operating fund recognized a total increase of $107,245 during the first quarter of fiscal year 2022. The adjustment associated with this increase are as follows:

- Increase in fund balance in the amount of $14,925 for Timing System.
- FY21-22 Anticipated re-establishing project budgets for open projects not closed during FY2021.

PARKS & RECREATION CAPITAL PROJECTS FUND

The Parks & Recreation Capital Projects fund recognized an increase of $2,676,830 during the first quarter of fiscal year 2022. The adjustments associated with this increase are as follows:

- FY21-22 Anticipated re-establishing project budgets for open projects not closed during FY2021.
- Establishment of FY2022 Capital Projects per Resolution AR-2021-10.

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 11/30/2021

Presenter: Bryan Lackey

Item of Business: AR-2021-15 FY2021 Closure of Airport Capital Projects

Meeting Date: 12/21/2021

Purpose of Request:

The purpose of this request is to present a resolution addressing the FY2021 Closure of Airport Capital Projects.

History/Background:

Annually, we review the Airport Capital Project closures to determine which remaining funds should be returned to the appropriate restricted funds or re-appropriated in the Airport fund for future use. We prepare a resolution each year for the approval of these re-allocations.

Facts & Issues for Consideration:

Department Recommendation:

Approval of resolution to recognize the Airport Capital Project closed in FY2021.

Department Director:

Jeremy Perry

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

	Description	Type
🗋	AR-2021-15 FY2021 Closure of Airport Capital Projects	Resolution
🗋	Attachment A: Closed Project Summary Report	Attachments/Exhibits

RESOLUTION AR-2021-15

FY2021 CLOSURE OF AIRPORT CAPITAL PROJECTS

WHEREAS, amounts were appropriated in previous fiscal years, through the annual budget and various Council resolutions, for Airport Capital Projects; and

WHEREAS, the financial audit for the fiscal year ended June 30, 2021, is complete; and

WHEREAS, the capital projects and annual programs listed on Attachment A are complete and ready to close, leaving the amount of $80,904.15 available in closed project balances; and

WHEREAS, $80,904.15 will be available in the Airport Fund for re-appropriation for future project needs.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby recognizes the closure of the listed project.

Adopted this _____ day of ___________________, 2021.

____

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

Attachment A

Airport Capital Projects

Closed Project Summary Report

FUND 550

Summary of Closed Project Balances FY21		
Project Description		Excess Funds
Airport Maintenance Building	$	15.50
Airport Replacement Fleet Vehicle		888.13
Slope Mower		0.52
Grounds Maintenance Mowers		-
Grounds Maintenance Tractor		80,000.00
Total Closed Project Balances		80,904.15
Total Amount Available for Reappropriation	**$**	**80,904.15**

Airport Capital Projects

Closed Project Summary Report

Airport Maintenance Building

(AR2020-09)

	Budget	Actual	Difference
Funding Sources:			
Airport Fund (FY21)	45,000.00	45,000.00	-
BA21-10172 - Project Over Budget (FY21)	6,600.00	6,600.00	
	51,600.00	51,600.00	-
Expenditure:			
Project Costs (FY21)	51,600.00	51,584.50	
	51,600.00	51,584.50	15.50
Open Encumbrances			-
Available Budget			15.50
Project Balance		15.50	

Description:

New maintenance building for storage of tractors, lawnmowers, and equipment utilized in maintaining grounds at the airport. Equipment has previously been stored in aircraft hangar that was necessary to vacate due to aircraft space demand. Equipment is now stored outside in the elements and subject to theft.

Status:

Complete/Close

Vendors with Open Encumbrances:

A&A Construction Management

50147
Lisa Poole

Airport Replacement Fleet Vehicle
(AR2020-09)

	Budget	Actual	Difference
Funding Sources:			
Airport Fund (FY21)	40,000.00	40,000.00	-
Adjust Project to G/L Balance (BA21-8083)	(3,235.00)	(3,235.00)	
	36,765.00	36,765.00	-
Expenditure:			
Project Costs (FY21)	36,765.00	35,876.87	
	36,765.00	35,876.87	888.13
Open Encumbrances			-
Available Budget			888.13
Project Balance		888.13	

Description:
New Ford F150 Crew Cab truck.

Status:
Truck was purchased, Project is complete.

Vendors with Open Encumbrances:
None

Lisa Poole
50148

Airport Capital Projects

Closed Project Summary Report

Slope Mower
(AR2020-09)

	Budget	Actual	Difference
Funding Sources:			
Airport Fund (FY21)	40,000.00	40,000.00	-
Adjust Project to G/L Balance (BA21-8082)	(6,302.00)	(6,302.00)	
	33,698.00	33,698.00	-
Expenditure:			
Project Costs (FY21)	33,698.00	33,697.48	
	33,698.00	33,697.48	0.52
Open Encumbrances			-
Available Budget			0.52
Project Balance		0.52	

Description:
New Ventrac Mower.

Status:
Mower has been purchased. Project is complete.

Vendors with Open Encumbrances:
None

Lisa Poole
50149

Airport Capital Projects

Closed Project Summary Report

Grounds Maintenance Mowers

(AR2020-09)

	Budget	Actual	Difference
Funding Sources:			
Airport Fund (FY21)	42,000.00	42,000.00	-
	42,000.00	42,000.00	-
Expenditure:			
Project Costs (FY21)	42,000.00	42,000.00	
	42,000.00	42,000.00	-
Open Encumbrances			-
Available Budget			-
Project Balance		-	

Description:
Two grounds maintenance mowers.

Status:
The mowers have been purchased.

Vendors with Open Encumbrances:
None

Lisa Poole
50150

Airport Capital Projects

Closed Project Summary Report

Grounds Maintenance Tractor

(AR2020-09)

	Budget	Actual	Difference
Funding Sources:			
Airport Fund (FY21)	80,000.00	80,000.00	-
	80,000.00	80,000.00	-
Expenditure:			
Project Costs (FY21)	80,000.00	-	
	80,000.00	-	80,000.00
Open Encumbrances			-
Available Budget			80,000.00
Project Balance		80,000.00	

Description:

New tractor needed to maintain Airport grounds.

Status:

Due to the change in maintenance operations Public Works management has decided to forego the execution of the Grounds Maintenance Tractor CIP.

Vendors with Open Encumbrances:

None

Lisa Poole
50151

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 11/30/2021

Presenter: Bryan Lackey

Item of Business: AR-2021-16 FY2021 Closure of Department of Water Resources Capital Projects

Meeting Date: 12/21/2021

Purpose of Request:

The purpose of this request is to present a resolution addressing the FY2021 Closure of Department of Water Resources Capital Projects.

History/Background:

Annually, we review the Department of Water Resources Capital Project closures to determine which remaining funds should be returned to the appropriate restricted funds or re-appropriated in the Department of Water Resources Capital Projects funds for future use. We prepare a resolution each year for the approval of these re-allocations.

Facts & Issues for Consideration:

Department Recommendation:

Approval of resolution to recognize the Department of Water Resources Capital Projects closed in FY2021.

Department Director:

Jeremy Perry

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
AR-2021-16 FY2021 Closure of Department of Water Resources Capital Projects	Resolution
Attachment A: Closed Project Summary Report	Attachments/Exhibits

RESOLUTION AR-2021-16

FY2021 CLOSURE OF DEPARTMENT OF WATER RESOURCES CAPITAL PROJECTS

WHEREAS, amounts were appropriated in previous fiscal years, through the annual budget and various Council resolutions, for Department of Water Resources Capital Projects; and

WHEREAS, the financial audit for the fiscal year ended June 30, 2021, is complete; and

WHEREAS, the capital projects and annual programs listed on Attachment A are complete and ready to close, leaving the amount of $34,082.95 available in closed project balances; and

WHEREAS, $34,082.95 will be available in the Department of Water Resources Capital Projects Fund for re-appropriation to future project needs.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby recognizes the closure of the listed projects.

Adopted this _____ day of __________________, 2021.

____

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

Fund 308

Summary of Closed Project Balances FY21		
Project Description		Excess Funds
Inert Landfill Closure	$	235.40
Linwood WRF Outfall Diffuser		(1,098.26)
Flat Creek Sanitary Sewer Collection System Master Plan		16,853.45
FY21 Linwood Membranes		-
Road Tractor Replacement		-
Linwood Water Reclamation Facilities - Influent Pump Station Bar Screen		(126.34)
Flat Creek Water Reclamation Facility- Comprehensive Master Plan		8,995.72
Lakeside Water Treatment Plant Improvements		9,579.22
Riverside WTP Improvements		17.19
FY19 New Meter Installations		(893.43)
10 Wheel Dump Truck Replacement		1.00
Rubber Tire Loader Replacement		-
FY21 Fleet Replacement- Service Truck #1		259.50
FY21 Fleet Replacement- Service Truck #2		259.50
Total Closed Project Balances		34,082.95
Closed Project Balances to be Returned to Restricted Funds:		
Total Returned Amount		-
Appropriations Subsequent to 9/30/2021:		
Total Appropriations		-
Total Amount Available for Reappropriation	**$**	**34,082.95**

Inert Landfill Closure
(AR19-11)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Projects Fund (FY20)	1,000,000.00	1,000,000.00	-
Transfer to Project #18961 (FY21)	(680,000.00)	(680,000.00)	-
Prepare projects for closeout (BA21-12029)	(38,500.00)	(38,500.00)	-
	281,500.00	281,500.00	-
Expenditure:			
Project Costs (FY20)	242,533.92	242,533.92	
Project Costs (FY21)	38,966.08	38,730.68	
Total	281,500.00	281,264.60	235.40
Open Encumbrances			-
Available Budget			235.40
Project Balance		235.40	

Description:
This inert landfill is no longer used by the City of Gainesville for disposal of sludge from the water treatment process. The State of Georgia requires closure of landfills that are no longer in use.

Status:
Complete, ready for closeout

Vendors with Open Encumbrances:
Jacobs Engineering, Vertical Earth, Inc.

Robert Simmons
18353

Linwood WRF Outfall Diffuser
(PR2017-29, AR18-12)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Projects Fund (FY18)	370,000.00	370,000.00	-
DWR Capital Projects Fund (FY19)	3,000,000.00	3,000,000.00	-
Transfer from Projects 00308,18492,18333 (BA19-11450)	240,000.00	240,000.00	-
Prepare projects for closeout (BA21-12024)	(476,784.00)	(476,784.00)	-
	3,133,216.00	3,133,216.00	-
Expenditure:			
Project Costs (FY18)	173,249.10	173,249.10	
Project Costs (FY19)	98,337.47	98,337.47	
Project Costs (FY20)	2,787,809.22	2,787,809.22	
Project Costs (FY21)	73,820.21	74,918.47	
Total	3,133,216.00	3,134,314.26	(1,098.26)
Open Encumbrances			-
Available Budget			(1,098.26)
Project Balance		(1,098.26)	

Description:
The current outfall diffuser pipe from the Linwood Water Reclamation Facility has reached its useful life and this project will replace the pipe to meet EPD requirements.

Status:
Haren Construction won the Bid for this project and completed construction on this project in conjunction with Southern Marine. All tests have been passed and final project closeout is being completed.

Vendors with Open Encumbrances:
Jacobs Engineering; Haren Construction Company, Southern Marine

James Farmer
18424

Flat Creek Sanitary Sewer Collection System Master Plan
(AR18-12)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Projects Fund (FY19)	500,000.00	500,000.00	-
Transfer from Project 18432 (FY21)	(9,205.00)	(9,205.00)	
BA2021-9874 Increases for PO2020-749 (FY21)	(168,000.00)	(168,000.00)	
	322,795.00	322,795.00	-
Expenditure:			
Project Costs (FY19)	142,432.23	142,432.23	
Project Costs (FY20)	78,532.15	78,532.15	
Project Costs (FY21)	101,830.62	84,977.17	
Total	322,795.00	305,941.55	16,853.45
Open Encumbrances			-
Available Budget			16,853.45
Project Balance		16,853.45	

Description:
This project is a study of the existing and future Flat Creek service area collection system. CH2M will develop a hydraulic model to allow for prudent planning of future expansion and growth of the Flat Creek WRF collection system.

Status:
This project has been completed.

Vendors with Open Encumbrances:
Jacobs Engineering

Michelle Embry
18432

Department of Water Resources Capital Projects

Closed Projects Status Report

FY21 Linwood Membranes
(AR20-09)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Projects Fund (FY21)	1,250,000.00	1,250,000.00	-
Prepare projects for closeout (BA21-12026)	(77,548.00)	(77,548.00)	-
	1,172,452.00	1,172,452.00	-
Expenditure:			
Project Costs (FY21)	1,172,452.00	1,172,452.00	
Total	1,172,452.00	1,172,452.00	-
Open Encumbrances			-
Available Budget			-
Project Balance		-	

Description:
Purchase and installation of the membranes used at the Linwood Water Reclamation Facility (WRF).

Status:
Final payment is pending.

Vendors with Open Encumbrances:
None

Myron Bennett
18522

Road Tractor Replacement
(AR20-09)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Projects Fund (FY21)	150,000.00	150,000.00	-
Transfer to DWR Project 19061 (FY21)	(9,920.00)	(9,920.00)	-
Prepare projects for closeout (BA21-12019)	(6,080.00)	(6,080.00)	-
	134,000.00	134,000.00	-
Expenditure:			
Project Costs (FY21)	134,000.00	134,000.00	
Total	134,000.00	134,000.00	-
Open Encumbrances			-
Available Budget			-
Project Balance		-	

Description:
This tractor will be used to carry dewatered solids from the Water Treatment Facility, as well as other large loads of material.

Status:
Per Malcolm Tractor purchased and received. Complete

Vendors with Open Encumbrances:
None

Malcolm Wiley
18552

Department of Water Resources Capital Projects

Closed Projects Status Report

Linwood Water Reclamation Facilities - Influent Pump Station Bar Screen
(PR15-12, PR16-21, PR17-18)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Projects Fund (FY15)	86,000.00	86,000.00	-
DWR Capital Projects Fund (FY16)	920,000.00	920,000.00	-
DWR Capital Projects Fund (FY17)	523,500.00	523,500.00	-
Transfer from 18621 (FY19)	165,000.00	165,000.00	-
Transfer from 18621 (FY19)	175,000.00	175,000.00	-
Transfer from 18621 (FY20)	30,000.00	30,000.00	-
Transfer from 18621 (FY20)	116,400.00	116,400.00	-
Transfer from DWR Operating (FY20)	32,785.00	32,785.00	-
Transfer from Project #19051 (FY21)	35,000.00	35,000.00	-
Prepare projects for closeout (BA21-12028)	(31,798.00)	(31,798.00)	-
	2,051,887.00	2,051,887.00	-
Expenditure:			
Project Costs (FY15)	29,685.07	29,685.07	
Project Costs (FY16)	46,828.09	46,828.09	
Project Costs (FY17)	816,022.07	816,022.07	
Project Costs (FY18)	540,211.67	540,211.67	
Project Costs (FY19)	58,483.95	58,483.95	
Project Costs (FY20)	479,866.16	479,866.16	
Project Costs (FY21)	80,789.99	80,916.33	
Total	2,051,887.00	2,052,013.34	(126.34)
Open Encumbrances			-
Available Budget			(126.34)
Project Balance		(126.34)	

Description:

This project will install a mechanical bar screen upstream of the Linwood Wastewater Reclamation Facilities influent pump station. The bar screen will greatly reduce the amount of debris entering the pump station and subsequently the plant itself.

Status:

The installation of the Linwood Water Reclamation Facility scrubber, exhaust fans, and slide gate have been completed and placed into service. The project has been closed out.

Vendors with Open Encumbrances:

MB Kahn Construction Company; Wiedeman & Singleton Inc

Robert Simmons
18781

Flat Creek Water Reclamation Facility- Comprehensive Master Plan
(AR17-09, AR18-12)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Projects Fund (FY18)	250,000.00	250,000.00	-
DWR CIP Fund balance (FY19)	250,000.00	250,000.00	-
BA2021-9874 Increases needed for PO2020-749	(171,300.00)	(171,300.00)	
	328,700.00	328,700.00	-
Expenditure:			
Project Costs (FY18)	96,574.78	96,574.78	
Project Costs (FY19)	80,318.13	80,318.13	
Project Costs (FY20)	93,884.88	93,884.88	
Project Costs (FY21)	57,922.21	48,926.49	
Total	328,700.00	319,704.28	8,995.72
Open Encumbrances			-
Available Budget			8,995.72
Project Balance		8,995.72	

Description:

This project is a study of the existing Flat Creek WRF. This project will evaluate existing equipment to determine the most productive means of facility upgrades and equipment replacement as well as investigate new technologies to enhance efficiency and treatment capacity.

Status:

This project has been completed.

Vendors with Open Encumbrances:

Hazen & Sawyer PC

Michelle Embry
18903

Department of Water Resources Capital Projects

Closed Projects Status Report

Lakeside Water Treatment Plant Improvements
(AR18-12)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Projects Fund (FY19)	500,000.00	500,000.00	-
Transfer from DWR Project 18871 (FY20)	52,000.00	52,000.00	-
Transfer from DWR Project 18901 (FY20)	13,500.00	13,500.00	-
Transfer from DWR Project 18821 (FY21)	10,000.00	10,000.00	-
Transfer from DWR Project 19051 (FY21)	38,000.00	38,000.00	-
Transfer from DWR Porject 18432 (FY21)	9,205.00		
	622,705.00	613,500.00	(9,205.00)
Expenditure:			
Project Costs (FY19)	1,162.45	1,162.45	
Project Costs (FY20)	544,571.38	544,571.38	
Project Costs (FY21)	76,971.17	67,391.95	
Total	622,705.00	613,125.78	9,579.22
Open Encumbrances			-
Available Budget			9,579.22
Project Balance		374.22	

Description:

The Lakeside Water Treatment Plant was originally constructed and placed online 2002. Although the Plant has undergone several minor improvements since original construction, several systems and subsystems are reaching the end of their service life. In addition, regulatory challenges continue to develop. As these replacements/improvements are identified, this funding will ensure the ongoing replacements/improvements are able to be planned, purchased and installed in a timely manner.

Status:

The project is complete.

Vendors with Open Encumbrances:

Wiedeman & Singleton Inc.; Lanier Contracting Co Inc.

Michelle Embry
18951

Department of Water Resources Capital Projects

Closed Projects Status Report

Riverside WTP Improvements
(AR18-12, AR19-11)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Projects Fund (FY19)	500,000.00	500,000.00	-
DWR Capital Projects Fund (FY20)	1,265,000.00	1,265,000.00	-
Prepare projects for closeout (BA21-12027)	(470,708.00)	(470,708.00)	
	1,294,292.00	1,294,292.00	-
Expenditure:			
Project Costs (FY19)	128,571.36	128,571.36	
Project Costs (FY20)	1,042,714.78	1,042,714.78	
Project Costs (FY21)	123,005.86	122,988.67	
Total	1,294,292.00	1,294,274.81	17.19
Open Encumbrances			-
Available Budget			17.19
Project Balance		17.19	

Description:

The Riverside Water Treatment Plant was originally constructed in the 1950's, as Lake Lanier was coming online. Although the plant has undergone several major improvements since original construction, several large systems and subsystems are reaching the end of their service life. In addition, regulatory challenges continue to develop. As these replacements/improvements are identified, this finding will ensure the ongoing replacements/improvements are able to be planned, purchased and installed in a timely manner.

Status:

The construction of the powdered activated carbon feed system has been completed and has been placed into service. The project has been closed out.

Vendors with Open Encumbrances:

MB Kahn Construction Company; Hazen & Sawyer PC

Barclay Fouts
19021

FY19 New Meter Installations
(PR19-02)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Projects Fund (FY19)	2,100,000.00	2,100,000.00	-
BA2021-9992 Materials for increased meter sales	(22,700.00)	(22,700.00)	
	2,077,300.00	2,077,300.00	-
Expenditure:			
Project Costs (FY19)	419,867.90	419,867.90	
Project Costs (FY20)	1,270,946.60	1,270,946.60	
Project Costs (FY21)	386,485.50	387,378.93	
Total	2,077,300.00	2,078,193.43	(893.43)
Open Encumbrances			-
Available Budget			(893.43)
Project Balance		(893.43)	

Description:
Installation of new water meters.

Status:
Per Malcolm - Project Complete

Vendors with Open Encumbrances:
None

Malcolm Wiley
19031

Department of Water Resources Capital Projects

Closed Projects Status Report

10 Wheel Dump Truck Replacement
(AR20-09)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Projects Fund (FY21)	120,000.00	120,000.00	-
Transfer from DWR Project 18552 (FY21)	9,920.00	9,920.00	-
	129,920.00	129,920.00	-
Expenditure:			
Project Costs (FY21)	129,920.00	129,919.00	
Total	129,920.00	129,919.00	1.00
Open Encumbrances			-
Available Budget			1.00
Project Balance		1.00	

Description:

This capital purchase will replace an existing 2001 Sterling 10 Wheel Dump Truck that has reached the end of its useful life.

Status:

Per Malcolm - Project Complete

Vendors with Open Encumbrances:

Peach State Truck Centers

Malcolm Wiley
19061

Department of Water Resources Capital Projects

Closed Projects Status Report

Rubber Tire Loader Replacement
(AR20-09)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Projects Fund (FY21)	145,000.00	145,000.00	-
Prepare projetcs for closeout (BA21-12019)	(16,325.00)	(16,325.00)	
	128,675.00	128,675.00	-
Expenditure:			
Project Costs (FY21)	128,675.00	128,675.00	
Total	128,675.00	128,675.00	-
Open Encumbrances			-
Available Budget			-
Project Balance		-	

Description:

This vital piece of equipment is used in a variety of applications where four-wheel drive, heavy rubber tires are needed to maneuver through mud and rough terrain. This capital purchase will replace an existing 2006 Komatsu WA95-3 that has reached its useful life.

Status:

Per Malcolm - Project Complete

Vendors with Open Encumbrances:

Flint Equipment Company

Malcolm Wiley
19091

Department of Water Resources Capital Projects

Closed Projects Status Report

FY21 Fleet Replacement- Service Truck #1
(AR20-09)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Projects Fund (FY21)	130,000.00	130,000.00	-
	130,000.00	130,000.00	-
Expenditure:			
Project Costs (FY21)	130,000.00	129,740.50	
Total	130,000.00	129,740.50	259.50
Open Encumbrances			-
Available Budget			259.50
Project Balance		259.50	

Description:

Vehicle will be used daily by the water distribution and wastewater collection crews to respond to specific service calls, water main breaks, and normal maintenance activities.

Status:

Per Malcolm - Project Complete

Vendors with Open Encumbrances:

Peach State Truck Centers

Malcolm Wiley
19101

FY21 Fleet Replacement- Service Truck #2
(AR20-09)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Projects Fund (FY21)	130,000.00	130,000.00	-
	130,000.00	130,000.00	-
Expenditure:			
Project Costs (FY21)	130,000.00	129,740.50	
Total	130,000.00	129,740.50	259.50
Open Encumbrances			-
Available Budget			259.50
Project Balance		259.50	

Description:
Vehicle will be used daily by the water distribution and wastewater collection crews to respond to specific service calls, water main breaks, and normal maintenance activities.

Status:
Per Malcolm - Project Complete

Vendors with Open Encumbrances:
Peach State Truck Centers

Malcolm Wilely
19111

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 11/30/2021

Presenter: Bryan Lackey

Item of Business: AR-2021-17 FY2021 Closure of General Government Capital Projects

Meeting Date: 12/21/2021

Purpose of Request:

The purpose of this request is to present a resolution addressing the FY2021 Closure of General Government Capital Projects.

History/Background:

Annually, we review the General Government Capital Project closures to determine which remaining funds should be returned to the appropriated restricted funds or re-appropriate in the General Government Capital Project fund for future use. We prepare a resolution each year for the approval of these re-allocations.

Facts & Issues for Consideration:

Department Recommendation:

Approval of resolution to recognize the General Government Capital Projects closed in FY2021.

Department Director:

Jeremy Perry

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

	Description	Type
🗋	AR-2021-17 FY2021 Closure of General Government Capital Projects	Resolution
🗋	Attachment A - Closed Project Summary Report	Attachments/Exhibits

RESOLUTION AR-2021-17

FY2021 CLOSURE OF GENERAL GOVERNMENT CAPITAL PROJECTS

WHEREAS, amounts were appropriated in previous fiscal years, through the annual budget and various Council resolutions, for General Government Capital Projects; and

WHEREAS, the financial audit for the fiscal year ended June 30, 2021, is complete; and

WHEREAS, the capital projects listed on Attachment A are complete and ready to close, leaving the amount of $59,911.82 available in closed project balances; and

WHEREAS, $40,165.00 of appropriations subsequent to June 30, 2021; and

WHEREAS, other project related needs remain throughout the City.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby recognizes the closure of the listed projects and recaptures $19,746.82 as funds available for future appropriation by the governing body.

Adopted this _____ day of __________________, 2021.

____

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

Attachment A
General Government Capital Projects
Closed Projects Status Report

FUND 350

Summary of Closed Project Balances FY21	
Project Description	Excess Funds
Gainesville Website Redesign	$ 40,165.00
Multi-Purpose Room Technology	249.77
FY21 Vehicle Replacement Program	-
Downtown Alley & Plaza Program	13,000.00
Traffic Bucket Truck	-
Paving Crew Dump Truck	-
Right of Way Tractor	-
Town Square Renovation	-
Freezer Trailer	5,299.50
Green St Station Renovation	745.55
Park Hill Drive Neighborhood Plan	452.00
Total Closed Project Balances	59,911.82
Closed Project Balances to be Returned to Other Funds:	
Total Returned Amount	-
Appropriations Subsequent to 6/30/2021:	
Hotel/Motel Tax	40,165.00
Total Appropriations	40,165.00
Total Amount Available for Reappropriation	**$ 19,746.82**
* No transfer of funds.	

Gainesville Website Redesign
(AR19-11)

	Budget	Actual	Difference
Funding Sources:			
Hotel/Motel Tax (FY20)	85,000.00	85,000.00	-
	85,000.00	85,000.00	-
Expenditure:			
Project Costs (FY20)	10,400.27	10,400.27	
Project Costs (FY21)	74,599.73	34,434.73	
Total	85,000.00	44,835.00	40,165.00
Open Encumbrances			-
Available Budget			40,165.00
Project Balance		40,165.00	

Description:
The city's website is our most important, most visible marketing tool. The current website was designed in 2010. The content management system (CMS) is out of date, which limits our ability to customize the site to meet the expectations of today's consumer.

Status:
Project Completed in February 2021

Vendors with Open Encumbrances:
CivicPlus

Robyn Lynch
91049

Multi-Purpose Room Technology
(AR20-09)

	Budget	Actual	Difference
Funding Sources:			
General Fund (FY21)	48,425.00	48,425.00	-
	48,425.00	48,425.00	-
Expenditure:			
Project Costs (FY21)	48,425.00	48,175.23	
Total	48,425.00	48,175.23	249.77
Open Encumbrances			-
Available Budget			249.77
Project Balance		249.77	

Description:
With the renovation of the first floor in the GAB, the new space that is being used for multiple purposes will need various AV needs. This project will implement various systems to run video and audio displays.

Status:
Complete and ready to close – 249.77 remaining can be released.

Vendors with Open Encumbrances:
Solutionz Inc

Jonathan Reich
91053

FY21 Vehicle Replacement Program
(AR20-09)

	Budget	Actual	Difference
Funding Sources:			
Lease Proceeds (FY21)	290,000.00	288,525.76	1,474.24
	290,000.00	288,525.76	1,474.24
Expenditure:			
Project Costs (FY21)	290,000.00	288,525.76	
Total	290,000.00	288,525.76	1,474.24
Open Encumbrances			-
Available Budget			1,474.24
Project Balance		-	

Description:
To purchase marked and unmarked patrol vehicles to replace vehicles that have outlived their usefulness either due to maintenance cost or safety.

Status:
Vehicles Purchased

Vendors with Open Encumbrances:
None

Chief Jay Parrish
92070

Attachment A
General Government Capital Projects
Closed Projects Status Report

Downtown Alley & Plaza Program
(AR19-11)

	Budget	Actual	Difference
Funding Sources:			
General CIP Fund (FY20)	50,000.00	50,000.00	-
Transfer to SPLOST Project #93162 (FY21)	(37,000.00)	(37,000.00)	-
	13,000.00	13,000.00	-
Expenditure:			
Project Costs (FY20)	-	-	
Project Costs (FY21)	13,000.00		
Total	13,000.00	-	13,000.00
Open Encumbrances			-
Available Budget			13,000.00
Project Balance		13,000.00	

Description:
Develop Concepts and design to convert underutilized alleys into public space for urban leisure.

Status:
Project has been closed.

Vendors with Open Encumbrances:
None

Jason Justice
93166

Traffic Bucket Truck
(AR20-09)

	Budget	Actual	Difference
Funding Sources:			
Direct Capital Lease (FY21)	150,000.00	122,896.41	27,103.59
	150,000.00	122,896.41	27,103.59
Expenditure:			
Project Costs (FY21)	150,000.00	122,896.41	
Total	150,000.00	122,896.41	27,103.59
Open Encumbrances			-
Available Budget			27,103.59
Project Balance		-	

Description:
Truck will be used for traffic signal job sites, conduct preventive maintenance inspections, haul traffic signal equipment, pull boxes, cabinet pads, and tow equipment/trailers to and from jobs. A four wheel job will be needed to access contruction locations and respond to winter weather emergencies.

Status:
Truck reccieved, invoice paid, and purchase order closed.

Vendors with Open Encumbrances:
None

Tommy Hunt
93179

Attachment A
General Government Capital Projects
Closed Projects Status Report

Paving Crew Dump Truck
(AR20-09)

	Budget	Actual	Difference
Funding Sources:			
Direct Capital Lease (FY21)	70,000.00	66,150.15	3,849.85
	70,000.00	66,150.15	3,849.85
Expenditure:			
Project Costs (FY21)	70,000.00	66,150.15	
Total	70,000.00	66,150.15	3,849.85
Open Encumbrances			-
Available Budget			3,849.85
Project Balance		-	

Description:
New crew cab dump truck to used as a transport for crews and to haul away debris generated from repairs associated with roadway maintenance.

Status:
Ready to close

Vendors with Open Encumbrances:
None

Dana Chandler
93180

Right of Way Tractor
(AR20-09)

	Budget	Actual	Difference
Funding Sources:			
Direct Capital Lease (FY21)	132,322.65	129,613.70	2,708.95
CIP Fund Balance (FY21) (GASB 54)	2,677.35	2,677.35	
	135,000.00	132,291.05	2,708.95
Expenditure:			
Project Costs (FY21)	135,000.00	132,291.05	
Total	135,000.00	132,291.05	2,708.95
Open Encumbrances			-
Available Budget			2,708.95
Project Balance		-	

Description:
This tractor would complement the City's Right of Way mowing fleet. It is designed so it does not deposit clippings directly on the roadway which would make it safer to the operators and motoring public. In addition, it would allow us to be more efficient with our mowing, consequiently increasing productivity.

Status:
Ready to close once final payment goes through

Vendors with Open Encumbrances:
None

Dana Chandler
93181

Attachment A
General Government Capital Projects
Closed Projects Status Report

Town Square Renovation

-

	Budget	Actual	Difference
Funding Sources:			
BA# 2021-00007119	24,200.00	24,200.00	-
#	-	-	-
	24,200.00	24,200.00	-
Expenditure:			
Project Costs (FY21)	24,200.00	24,200.00	
Total	24,200.00	24,200.00	-
Open Encumbrances			-
Available Budget			-
Project Balance		-	

Description:
This project is for the renovation of the town square.

Status:
Budget Expensed

Vendors with Open Encumbrances:
None

Angela Sheppard
93188

Freezer Trailer
(FY21)

	Budget	Actual	Difference
Funding Sources:			
CARES Act (FY21)	30,000.00	30,000.00	-
	30,000.00	30,000.00	-
Expenditure:			
Project Costs (FY21)	30,000.00	24,700.50	
Total	30,000.00	24,700.50	5,299.50
Open Encumbrances			-
Available Budget			5,299.50
Project Balance		5,299.50	

Description:

The Community Service Center is in need of a freezer trailer for storing of food and with the ease of transportation when needed.

Status:

Freezer Trailer was delivered 02/11/2021 and is currently in use. It houses approximately 2500 frozen meals weekly for the Meals On Wheels and Senior Life Center programs.

Vendors with Open Encumbrances:

None

Phillippa Lewis Moss
95012

Attachment A
General Government Capital Projects
Closed Projects Status Report

Green St Station Renovation
(AR17-09, AR18-12)

	Budget	Actual	Difference
Funding Sources:			
General Fund (FY18)	25,000.00	25,000.00	-
General Fund (FY19)	50,000.00	50,000.00	-
Transfer from General Fund (FY19)	12,006.00	12,006.00	-
	87,006.00	87,006.00	-
Expenditure:			
Project Costs (FY18)	-	-	
Project Costs (FY19)	86,260.45	86,260.45	
Project Costs (FY20)	-	-	
Project Costs (FY21)	745.55	-	
Total	87,006.00	86,260.45	745.55
Open Encumbrances			-
Available Budget			745.55
Project Balance		745.55	

Description:

The Community Development Department (CDD) needs more space to better serve the public who visit our office to submit plans, obtain permits and meet with staff. Additionally, we are short on space for employees, storage and meetings. Upon completion of renovation work on the second floor of the Administration Building and once the first floor of our current building is vacated, we would like to expand the CDD to include the first floor of this building. Likely, our Inspections Division would be moving to the first floor and some minor renovation work would be needed to make the front lobby more customer friendly to better serve those coming in to obtain permits. Specifically we would like to create a front reception area so that people walking in the front door can be greeted by a person and directed to the appropriate area for whatever they are seeking.

Status:

Project is complete.

Vendors with Open Encumbrances:

None

Rusty Ligon
96011

Attachment A
General Government Capital Projects
Closed Projects Status Report

Park Hill Drive Neighborhood Plan
(AR18-12, AR19-11)

	Budget	Actual	Difference
Funding Sources:			
General Fund (FY19)	30,000.00	30,000.00	-
General Fund (FY20)	35,000.00	35,000.00	-
	65,000.00	65,000.00	-
Expenditure:			
Project Costs (FY19)	-	-	
Project Costs (FY20)	64,548.00	64,548.00	
Project Costs (FY21)	452.00	-	
Total	65,000.00	64,548.00	452.00
Open Encumbrances			-
Available Budget			452.00
Project Balance		452.00	

Description:

The Community Development Department (CDD) worked with the Carl Vinson Institute of Government in 2014-2015 to develop a detailed strategic plan for Downtown Gainesville. This plan has been the foundation for a number of projects that have been completed Downtown and some that are currently under development. Staff believes that just as the Downtown area is unique and requires specific attention and planning, so does the Park Hill Drive Neighborhood area. This area is defined generally by the Civic Center to the south, Thompson Bridge Road to the west, Oak Tree Drive to the north and City Park to the east. This historic area already has a village feel, but we believe this can be improved with the installation of pedestrian connections, enhanced streetscaping and redevelopment of key properties. Additionally, it is important to focus on planning for this area as new transporation improvements are being designed for Green Street and Oak Tree Drive. The CDD would like to begin this project early in calendar year 2019 and finish in the Fall of 2019. Our plan is to fund this project over two fiscal years.

Status:

Project is complete.

Vendors with Open Encumbrances:

None

Jessica Tullar
96013

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 11/30/2021

Presenter: Bryan Lackey

Item of Business: AR-2021-18 FY2021 Closure of Grant Capital Projects

Meeting Date: 12/21/2021

Purpose of Request:

The purpose of this request is to present a resolution addressing the FY2021 Closure of Grant Capital Projects.

History/Background:

Annually, we review the Grant Capital Project closures to determine which remaining funds should be returned to the appropriate restricted funds or re-appropriated in the Grant Capital Projects funds for future use. We prepare a resolution each year for the approval of these re-allocations.

Facts & Issues for Consideration:

Department Recommendation:

Approval of resolution to recognize the Grant Capital Projects closed in FY2021.

Department Director:

Jeremy Perry

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

	Description	Type
🗋	AR-2021-18 FY2021 Closure of Grant Capital Projects	Resolution
🗋	Attachment A: Closed Project Summary Report	Attachments/Exhibits

RESOLUTION BR-2021-18

Write-off of Delinquent Personal Property Taxes

WHEREAS, the City of Gainesville Tax Office actively and extensively pursues the collection of delinquent personal property taxes; and

WHEREAS, the attached list of accounts due from tax years 2013 and 2014 has been deemed uncollectible by further efforts of the Tax Office; and

WHEREAS, Generally Accepted Accounting Principles require receivables to be written off when they are deemed uncollectible, and the City of Gainesville's auditors, Rushton and Company, has recommended that uncollectible receivables be written off.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Tax Office to write-off the attached list (Attachment A) of delinquent personal property tax accounts.

Adopted this 16th day of March, 2021.

____

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

Attachment A

Grant Capital Projects

Closed Projects Status Report

Summary of Closed Project Balances FY21		
Project Description		Excess Funds
Davis Street Extention	$	1.00
Total Closed Project Balances		1.00
Closed Project Balances to be Returned to Restricted Funds:		
Total Returned Amount		-
Appropriations Subsequent to 6/30/2020:		
Total Appropriations		-
Total Amount Available for Reappropriation	**$**	**1.00**

Attachment A

Grant Capital Projects

Closed Projects Status Report

Davis Street Extention

(AR18-12)

	Budget	Actual	Difference
Funding Sources:			
CDBG Fund (FY19)	75,000.00	75,000.00	-
CDBG Fund BA 7807-7811 (FY19)	75,000.00	75,000.00	-
BA 2019-12346 Budget Correction	(75,000.00)	(75,000.00)	-
BA 2019-12347 - Reduce Budget	(72,167.00)	(72,167.00)	-
2014-2017 CDBG Funds (FY20)	76,595.00	76,595.00	-
BA 2020-10553 -Revs Reapprop	(23,956.00)	(23,956.00)	-
BA 2020-10560 Transfer to 91020 (FY20)	(43,612.00)	(43,612.00)	-
BA 2020-10560 Transfer to 91020 (FY20)	(10,293.00)	(10,293.00)	-
BA 2020-10560 (FY20)	1,414.00	1,414.00	-
	2,981.00	2,981.00	-
Expenditure:			
Project Costs (FY19)	2,832.50	2,832.50	
Project Costs (FY20)	147.50	147.50	
Project Costs (FY21)	1.00	-	
	2,981.00	2,980.00	1.00
Open Encumbrances			-
Available Budget			1.00
Project Balance		1.00	

Description:

This project will connect Davis Street between Wills Street and SR 60/Queen City Parkway.

Status:

– This project is complete.

Vendors with Open Encumbrances:

None

Matt Tarver
93160

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 11/30/2021

Presenter: Bryan Lackey

Item of Business: AR-2021-19 FY2021 Closure of Solid Waste Capital Projects

Meeting Date: 12/21/2021

Purpose of Request:

The purpose of this request is to present a resolution addressing the FY2021 Closure of Solid Waste Capital Projects.

History/Background:

Annually, we review the Solid Waste Capital Project closures to determine which remaining funds should be returned to the appropriate restricted funds or re-appropriated in the Solid Waste fund for future use. We prepare a resolution each year for the approval of these re-allocations.

Facts & Issues for Consideration:

Department Recommendation:

Approval of resolution to recognize the Solid Waste Capital Project closed in FY2021.

Department Director:

Jeremy Perry

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

	Description	Type
🗋	AR-2021-19 FY2021 Closure of Solid Waste Capital Projects	Resolution
🗋	Attachment A: Closed Project Summary Report	Attachments/Exhibits

RESOLUTION AR-2021-19

FY2021 CLOSURE OF SOLID WASTE FUND CAPITAL PROJECTS

WHEREAS, amounts were appropriated in previous fiscal years, through the annual budget and various Council resolutions, for Solid Waste Capital Projects; and

WHEREAS, the financial audit for the fiscal year ended June 30, 2021, is complete; and

WHEREAS, the capital projects listed on Attachment A are complete and ready to close, leaving the amount of $45,637.25 available in closed project balances; and

WHEREAS, other project related needs still remain throughout the City.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby recognizes the closure of the listed projects and recaptures $45,637.25 as funds available for future appropriation by the governing body.

Adopted this _____ day of __________________, 2021.

____

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

Attachment A

Solid Waste

Closed Projects Status Report

FUND 540

Summary of Closed Project Balances FY21		
Project Description		Excess Funds
Self Contained Debris Collector		15,404.97
Leaf Vacuum Machine		16,263.00
Limb & Brush Chipper		13,966.00
Light Duty Garbage Truck - (1)		0.46
Light Duty Garbage Truck - (2)	$	2.82
Total Closed Project Balances		45,637.25
Closed Project Balances to be Returned to Restricted Funds:		
Total Returned Amount		-
Closed Project Balances to be Returned to Restricted Funds:		
		-
Total Returned Amount		-
Total Amount Available for Reappropriation	**$**	**45,637.25**

Attachment A

Solid Waste

Closed Projects Status Report

Self Contained Debris Collector

AR 2020-09

	Budget	Actual	Difference
Funding Sources:			
Solid Waste Fund (FY21)	240,000.00	240,000.00	-
	240,000.00	240,000.00	-
Expenditure:			
Project Costs (FY21)	240,000.00	224,595.03	
	240,000.00	224,595.03	15,404.97
Open Encumbrances			-
Available Budget			15,404.97
Project Balance		15,404.97	

Description:

This truck will be used primarily for leaf collection, to enhance our leaf pick up program. This unit is more compact than the truck with pull behind units we currently use. This allows for a safer navigation of narrow streets and easier turn around in cul-de-sacs. By design it makes loading and uploading faster, thus increasing productivity.

Status:

Ready to Close

Vendors with Open Encumbrances:

Peach State Truck Centers

Dana Chandler
93182

Attachment A

Solid Waste

Closed Projects Status Report

Leaf Vacuum Machine

AR 2020-09

	Budget	Actual	Difference
Funding Sources:			
Solid Waste Fund (FY21)	70,000.00	70,000.00	-
	70,000.00	70,000.00	-
Expenditure:			
Project Costs (FY21)	70,000.00	53,737.00	
	70,000.00	53,737.00	16,263.00
Open Encumbrances			-
Available Budget			16,263.00
Project Balance		16,263.00	

Description:

This machine would be replacement for our older machine. This leaf vacuum machine is vital to operations during leaf pick up season (October-February.)

Status:

Ready to Close

Vendors with Open Encumbrances:

None

Dana Chandler
93183

Attachment A

Solid Waste

Closed Projects Status Report

Limb & Brush Chipper

AR 2020-09

	Budget	Actual	Difference
Funding Sources:			
Solid Waste Fund (FY21)	80,000.00	80,000.00	-
	80,000.00	80,000.00	-
Expenditure:			
Project Costs (FY21)	80,000.00	66,034.00	
	80,000.00	66,034.00	13,966.00
Open Encumbrances			-
Available Budget			13,966.00
Project Balance		13,966.00	

Description:

For efficient removal of tree limbs that have fallen on City right of ways, either from storm damage or natural cases, and disposal of citizen's curbside brush piles.

Status:

Ready to Close

Vendors with Open Encumbrances:

None

Dana Chandler
93184

Attachment A

Solid Waste

Closed Projects Status Report

Light Duty Garbage Truck - (1)

(AR 2020-09; BA 2021-8099)

	Budget	Actual	Difference
Funding Sources:			
Solid Waste Fund (FY21)	40,000.00	40,000.00	-
Transfer to 93186	(11,324.00)	(11,324.00)	-
	28,676.00	28,676.00	-
Expenditure:			
Project Costs (FY21)	28,676.00	28,675.54	
	28,676.00	28,675.54	0.46
Open Encumbrances			-
Available Budget			0.46
Project Balance		0.46	

Description:

New replacement for a light duty garbage truck. Truck is used to assist in picking up garbage in areas where it is difficult to use a large garbage truck.

Status:

Ready to Close

Vendors with Open Encumbrances:

None

Dan Owen
93185

Attachment A

Solid Waste

Closed Projects Status Report

Light Duty Garbage Truck - (2)

(AR 2020-09; BA 2021-8099)

	Budget	Actual	Difference
Funding Sources:			
Solid Waste Fund (FY21)	40,000.00	40,000.00	-
Transfer from 93185 (FY21)	11,324.00	11,324.00	-
Solid Waste Fund (FY21)	7,490.00	7,490.00	-
	58,814.00	58,814.00	-
Expenditure:			
Project Costs (FY21)	58,814.00	58,811.18	
	58,814.00	58,811.18	2.82
Open Encumbrances			-
Available Budget			2.82
Project Balance		2.82	

Description:

New replacement for a light duty garbage truck. Truck is used to assist in picking up garbage in areas where it is difficult to use a large garbage truck.

Status:

Ready to Close

Vendors with Open Encumbrances:

None

Dan Owen
93186

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 11/30/2021

Presenter: Bryan Lackey

Item of Business: AR-2021-20 FY2021 Closure of SPLOST Capital Projects

Meeting Date: 12/21/2021

Purpose of Request:

The purpose of this request is to present a resolution addressing the FY2021 SPLOST Capital Projects.

History/Background:

Annually, we review the SPLOST Capital Projects closures to determine which remaining funds should be returned to the appropriate restricted funds or re-appropriated in the SPLOST Capital Projects Fund for future use. We prepare a resolution each year for the approval of these re-allocations.

Facts & Issues for Consideration:

Department Recommendation:

Approval of resolution to recognize the SPLOST Capital Projects closed in FY2021.

Department Director:

Jeremy Perry

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

	Description	Type
🗋	AR-2021-20 FY2021 Closure of SPLOST Capital Projects	Resolution
🗋	Attachment A: Closed Project Summary Report	Attachments/Exhibits

RESOLUTION AR-2021-20

FY2021 CLOSURE OF SPECIAL LOCAL OPTION SALES TAX CAPITAL PROJECTS

WHEREAS, amounts were appropriated in previous fiscal years, through the annual budget and various Council resolutions, for SPLOST Capital Projects; and

WHEREAS, the financial audit for the fiscal year ended June 30, 2021, is complete; and

WHEREAS, the capital projects listed on Attachment A are complete and ready to close, leaving the amount of $79,369.22 available in closed project balances; and

WHEREAS, $79,368.91 will be re-appropriated to the North Parking deck project; and

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby recognizes the closure of the listed projects and recaptures $0.31 as funds available for future appropriation by the governing body.

Adopted this _____ day of __________________, 2021.

____
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

Attachment A

SPLOST Capital Projects

Closed Projects Status Report

FUND 320

Summary of Closed Project Balances FY21		
Project Description		Excess Funds
Fire Station #2 Relocation	$	79,368.91
GTIB Grant - Oak Tree Drive	$	0.48
FY19 Street Resurfacing	$	(0.17)
FY20 Street Resurfacing Program	$	-
Total Closed Project Balances		79,369.22
Closed Project Balances to be Returned to Restricted Funds:		
SPLOST VII		0.31
General Fund		79,368.91
Total Returned Amount		79,369.22
Appropriations		
Fire Station #2 relocation to New Parking Deck		79,368.91
Total Appropriations		79,368.91
Total Amount Available for Reappropriation	**$**	**0.31**

Attachment A

SPLOST Capital Projects

Closed Projects Status Report

Fire Station #2 Relocation
(AR15-09, AR16-14, AR19-11)

	Budget	Actual	Difference
Funding Sources:			
SPLOST VII (FY16)	300,000.00	300,000.00	-
General Fund (FY16)	100,000.00	100,000.00	-
SPLOST VII (FY17)	3,450,000.00	3,450,000.00	-
Impact Fees (FY20)	600,000.00	600,000.00	-
SPLOST VII (FY20) BA 20-3557	450,000.00	450,000.00	-
General Fund (FY20) BA 20-3557	1,000,000.00	1,000,000.00	-
Transfer to General Fund (BA 20-8372)	(600,000.00)	(600,000.00)	-
Transfer from Impact Fees (BA 20-8384)	600,000.00	600,000.00	-
SPLOST VII (BA 20-11579)	168,262.00	168,262.00	-
Transfer to Impact Fees (FY20)	(350,000.00)	(350,000.00)	-
General Fund (FY20)	350,000.00	350,000.00	-
	6,068,262.00	6,068,262.00	-
Expenditure:			
Project Costs (FY16)	5,900.00	5,900.00	
Project Costs (FY17)	7,797.00	7,796.33	
Project Costs (FY18)	560,738.20	560,738.20	
Project Costs (FY19)	169,715.04	169,715.04	
Project Costs (FY20)	3,949,148.12	3,949,148.12	
Project Costs (FY21)	1,374,963.64	1,295,595.40	
	6,068,262.00	5,988,893.09	79,368.91
Open Encumbrances			-
Available Budget			79,368.91
Project Balance		79,368.91	

Description:

Replacement of existing Fire Station #2; to include demolition of existing station and construction of a four (4) bay station of approximately 8,000 square feet. The station would house a total of 18 personnel. Apparatus would include one (1) engine company, one (1) rescue company, and one (1) emergency medical response company, and one (1) HazMat response company. Each would be fully equipped. Fire Station #2 was built in 1954 and is in need of replacement due to the age, use, and wear of the building.

Status:

Project Completed October 2020

Vendors with Open Encumbrances:

None

Jerome Yarbrough
92050

Attachment A

SPLOST Capital Projects

Closed Projects Status Report

GTIB Grant - Oak Tree Drive
(PR15-27, PR16-11, PR16-35)

	Budget	Actual	Difference
Funding Sources:			
SRTA - GTIB Grant (FY17)	-	-	-
Transfer from SPLOST Project #93103 (FY17)	453,381.00	453,381.00	-
Transfer to SPLOST Project #073003 (FY21)	(338,504.00)	(338,504.00)	
	114,877.00	114,877.00	-
Expenditure:			
Project Costs (FY17)	-	-	
Project Costs (FY18)	73,446.36	73,446.36	
Project Costs (FY19)	36,325.16	36,325.16	
Project Costs (FY20)	5,070.00	5,070.00	
Project Costs (FY21)	35.48	35.00	
	114,877.00	114,876.52	0.48
Open Encumbrances			-
Available Budget			0.48
Project Balance		0.48	

Description:

The City of Gainesville desires to improve interconnectivity within the State Route System, specifically between State Route 60 (aka Thompson Bridge Road) and State Route 369 (aka Jesse Jewell Parkway). Through the City's Transportation Plan Implementation and the Gainesville-Hall Regional Transportation Plan (GHMPO) process, it was determined that intersection and operation improvements along State Route 60 Connector (aka Oak Tree Drive) would help move traffic between State Route 60 and State Route 369. This project is for implementation of this plan with grant and SPLOST funding.

Status:

Remaining Funds will be transferred to project 93134 - Green Street Study Implementation. This budget adjustment should be completed and Oak Tree Drive project closed by the end of the fiscal year.

Vendors with Open Encumbrances:

Pond & Company

Tommy Hunt
93124

Attachment A

SPLOST Capital Projects

Closed Projects Status Report

FY19 Street Resurfacing

(AR18-12, AR19-11)

	Budget	Actual	Difference
Funding Sources:			
SPLOST VII (FY19)	250,000.00	250,000.00	-
LMIG Grant (FY19)	395,434.00	395,433.83	-
	645,434.00	645,433.83	-
Expenditure:			
Project Costs (FY19)	-	-	
Project Costs (FY20)	244.60	244.60	
Project Costs (FY21)	645,189.40	645,189.40	
	645,434.00	645,434.00	-
Open Encumbrances			-
Available Budget			-
Project Balance		(0.17)	

Description:

This program is to use City of Gainesville crews, or contractors as necessary, to resurface streets in the 142.7 mile City maintained system. The streets are to be selected by staff based on the raod surface rating and current needs.

Status:

Project is complete.

Vendors with Open Encumbrances:

None

Jason Simms
93151

Attachment A

SPLOST Capital Projects

Closed Projects Status Report

FY20 Street Resurfacing Program

(AR19-11)

	Budget	Actual	Difference
Funding Sources:			
SPLOST VII (FY20)	250,000.00	250,000.00	-
LMIG Grant (FY20)	300,000.00	300,000.00	-
BA 20-7276- Additional LMIG Funds (FY20)	118,588.00	118,588.00	-
	668,588.00	668,588.00	-
Expenditure:			
Project Costs (FY20)	262.50	262.50	
Project Costs (FY21)	668,325.50	668,325.50	
	668,588.00	668,588.00	-
Open Encumbrances			-
Available Budget			-
Project Balance		-	

Description:

Project is necessary to meet State ADA mandates at the signalized intersections along the corridor. Project will require the construction of ADA facilities with pedestrian signal displays, and the upgrade of the existing traffic signal equipment needed. Upgrading of the intersection's signal equipment permits a more safe and efficient operation of the intersections by reducing travel delay. The upgrade will reduce the opportunity of operational failure of the intersection and will also save the city maintenance costs by reducing the opportunity for after-hours emergency failure calls associated with older equipment.

Status:

Resurfacing is underway.

Vendors with Open Encumbrances:

None

Matt Tarver
93164

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/9/2021

Presenter: Bryan Lackey

Item of Business: BR-2021-56 Agreement Regarding Term of Municipal Court Judge

Meeting Date: 12/21/2021

Purpose of Request:

Per OCGA 36-32-2(a) the Municipal Court Judge must be appointed yearly. This Agreement appoints Judge Law for the January 1, 2022 - December 31, 2022 term.

History/Background:

Facts & Issues for Consideration:

Required by state law.

Department Recommendation:

Approve the 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-2021-56 Agreement Regarding Term of Municipal Court Judge	Resolution
Agreement Municipal Court Judge Term	Contract/Agreement/MOU

RESOLUTION BR-2021-56

Agreement Regarding Term of Municipal Court Judge

WHEREAS, the City of Gainesville's Charter adopted April 11, 2012, established the parameters for the appointment of a Municipal Court Judge; and

WHEREAS, effective July 1, 2016, the State of Georgia legislature amended OCGA 36-32-2(a) to provide specific requirement regarding the terms of Municipal Court Judges; and

WHEREAS, it is in the best interest of the City of Gainesville to approve an Agreement with the Municipal Court Judge regarding his term of office.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorize the Mayor and/or City Manager to execute the attached Agreement Regarding Term of Municipal Court Judge.

Adopted this ___ day of __________, 2021.

____

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, Georgia
AGREEMENT REGARDING TERM OF MUNICIPAL COURT JUDGE

This Agreement is made as of the 1st day of January, 2022.

BETWEEN: The City of Gainesville, Georgia (hereinafter **City**)
300 Henry Ward Way
Gainesville, GA 30501

AND THE JUDGE: G. Hammond Law, III

PROJECT/SERVICE NAME: Municipal Court Judicial Term

The City and the Judge agree as set forth below:

Effective July 1, 2016, the Georgia General Assembly passed House Bill 691, which revised O.C.G.A. § 36-32-2(a), and enacted O.C.G.A. § 36-32-2.1. The City and the Judge hereby enter into this Agreement, pursuant to O.C.G.A. § 36-32-2(a), to provide that the Judge shall serve as Judge of the Gainesville Municipal Court for a term beginning on January 1, 2022, and ending on December 31, 2022. The Judge shall serve for the entire term and until a successor is appointed, or if the Judge is removed from office as is provided in O.C.G.A. § 36-32-2.1.

IN WITNESS WHEREOF, the City and the Judge have executed under seal this Agreement as of the date first above written.

APPROVED TO FORM:

____
Abbott S. Hayes, Jr.
Hulsey, Oliver & Mahar, LLP
City Attorney

THE CITY OF GAINESVILLE

____
By: C. Danny Dunagan, Jr., Mayor

____
G. Hammond Law, III

____
Attest: Denise O. Jordan, City Clerk

(CITY SEAL)
ASH/mmk/11400/W187799

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/8/2021

Presenter: Bryan Lackey

Item of Business: BR-2021-57 Intergovernmental Agreement with Hall County for I-985 Interchange Mowing

Meeting Date: 12/21/2021

Purpose of Request:

Authorize the City to enter into an Intergovernmental Agreement (IGA) with Hall County to reimburse the County for I-985 interchange mowing at Exits 20 and 22.

History/Background:

Hall County has entered into an agreement the Georgia Department of Transportation to perform the mowing at the referenced I-985 interchanges.

Facts & Issues for Consideration:

The annual reimbursement to Hall County will be $19,382.00.

Department Recommendation:

Execute the IGA between the City and Hall County.

Department Director:

Chris Rotalsky

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
BR-2021-57 Intergovernmental Agreement with Hall County for I-985 Interchange Mowing	Resolution
Intergovernmental Agreement with Hall County for I-985 Interchange Mowing	Contract/Agreement/MOU
IGA - Exhibit A	Attachments/Exhibits
IGA - Exhibit B	Attachments/Exhibits

RESOLUTION BR-2021-57

INTERGOVERNMENTAL AGREEMENT WITH HALL COUNTY FOR I-985 INTERCHANGE MOWING

WHEREAS, the City of Gainesville (City) agrees that it is in the best interest of the City for the I-985 interchanges associated with the City to be maintained in an aesthetically pleasing manner; and

WHEREAS, Hall County (County) has entered into an agreement with the Georgia Department of Transportation (GDOT) to provide such maintenance of these interchanges; and

WHEREAS, an agreement is necessary in order to allow the City to reimburse the County to perform certain services related to mowing and trimming within the GDOT right-of-way at Exits 20 and 22.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves the attached intergovernmental agreement between the City and the County to authorize an annual reimbursement to the County of $19,382.00 for I-985 interchange mowing and trimming at Exits 20 and 22.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager and City Attorney to sign all necessary documents for executing the intergovernmental agreement.

Adopted this _____ day of __________________, 2021.

____

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

STATE OF GEORGIA
COUNTY OF HALL

**1-985 INTERCHANGE MOWING
INTERGOVERNMENTAL AGREEMENT BETWEEN
HALL COUNTY, GEORGIA
AND THE MUNICIPALITY OF GAINESVILLE, GEORGIA**

This intergovernmental Agreement is entered into this ____ of _______________, 2021, by and between Hall County, Georgia, a political subdivision of the State of Georgia, (hereinafter referred to as "Hall County") and the City of Gainesville, Georgia, a municipal corporation, (hereinafter referred to as "City of Gainesville") for the purpose of setting forth the responsibilities of each party concerning the maintenance of exits along Interstate 985 which are located in Hall County and within various city limits.

WITNESSETH

WHEREAS, certain exits are located in Hall County, Georgia, and various cities located within the boundaries of Hall County;

WHEREAS, both Hall County and the City of Gainesville agrees that it is in the best interest of both parties to enter into a partnership to perform certain services relating to mowing and trimming within the Georgia Department of Transportation's right of way, and

WHEREAS, Hall County has entered into an agreement with the Georgia Department of Transportation to provide such maintenance, and has lawfully obtained the license to perform the services, and

WHEREAS, Hall County agrees to provide experienced and qualified personnel and equipment necessary to accomplish this agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

Hall County will be responsible for the maintenance of exits 8, 12, 14, 16, 17, 20, 22, and 24 as outlined in the Right of Way Mowing Agreement between the Georgia Department of Transportation and Hall County, Georgia dated October 22, 2015. As described in "Exhibit A". Additionally, landscaping and plantings that are installed by the City as part of future projects will be incorporated into the Work Plan. It is understood that occasional specialty work, such as herbicide application of these additional areas, will be the responsibility of the City.

The City of Gainesville will be responsible for annual reimbursement of operational cost associated with the maintenance of exits. The initial annual payment, which shall cover the first twelve-month period following execution of this Agreement shall be in the amount of $19,382.00, which the City of Gainesville shall pay upon execution of this agreement. Future annual reimbursements will be based on a pro-rata share of actual operational costs and annualized cost of equipment replacement, which pro-rata share shall be based on the acreage of the portions of the areas located in the City of Gainesville, as shown in the document entitled "FY2022COG Cost Recap Exits 20 & 22 (Plus "I2H")," a copy of which is attached hereto as Exhibit "B."

The term of this agreement shall be one (1) year from the date of execution. Unless otherwise terminated, this Agreement shall automatically renew annually not to exceed 10 renewal periods.

This Agreement shall not be altered, amended or modified except in writing signed by the duly authorized representatives of each party hereto.

Neither party hereto shall, without written consent of the other party, assign or transfer this Agreement or any rights and obligations hereunder.

This Agreement may be terminated upon written notice by either party for any reason at any time. Said termination shall be effective upon the 30th day after the other party received written notice of termination. Both Hall County and the City of Gainesville recognize and agree that the City of Gainesville installed signage and specialty landscaping on Exit 20, after getting permission from the Georgia Department of Transportation. Upon termination of the Agreement, the City of Gainesville shall be responsible for removing all non-standard and decorative non-landscaping elements, such as signage, that were installed by or for City of Gainesville, at no cost to Hall County.

Hall County, and all its successors and assigns thereto, shall save harmless the City of Gainesville, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever and shall be responsible for injury or damage resulting from the performance of work described in this Agreement. It is further understood and agreed, that Hall County, or any successor or assigns thereto, in the conduct of any work described in this Agreement, shall not be considered the agent of the City of Gainesville.

Any notice or communications hereunder shall be in writing and shall be delivered via certified United States Mail return receipt requested to the following:

Hall County
Hall County Government
Attn: County Administrator
P.O. Drawer 1435
Gainesville, GA 30503

City of Gainesville
P.O. Box 2496
Gainesville, GA 30503

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date below.

HALL COUNTY BOARD OF COMMISSIONERS	**CITY OF GAINESVILLE**
APPROVED AS TO FORM:	APPROVED AS TO FORM:
______________________________ County Attorney	______________________________ Abbott S. Hayes, Jr. Hulsey, Oliver & Mahar, LLP City Attorney
By: ______________________________ Richard Higgins, Commission Chairman	By:______________________________ C. Danny Dunagan, Jr., Mayor
By: ______________________________ Lisa Ritchie, Commission Clerk	By:______________________________ Denise O. Jordan, City Clerk

EXHIBIT A

CITY OF GAINESVILLE
CITY MANAGER'S OFFICE

Denise Jordan, CMC
City Clerk

300 Henry Ward Way
Post Office Box 2496
Gainesville, Georgia 30503-2496
Telephone: 770 . 535 . 6865
Fax: 770 . 535 . 6896
Web Site: www.gainesville.org

March 4, 2016

Lisa Ritchie
Hall County Commission Clerk
PO Box 1435
Gainesville, GA 30503

RE: I-985 Interchange Mowing Intergovernmental Agreement

Dear Ms. Ritchie:

The City of Gainesville adopted Business Resolution 2016-09 which authorized the execution of the referenced intergovernmental agreement. A certified copy of both documents is attached for your files. The action agenda is available on the website and the minutes will be posted there as well when they have been approved by the governing body. Visit http://www.gainesville.org/council-meeting to view this information.

Please don't hesitate to contact me if I can be of further assistance regarding this matter.

Cordially,

Denise O. Jordan

Denise Jordan
Certified Municipal Clerk

Enclosures (2)

CITY OF GAINESVILLE
CITY MANAGER'S OFFICE

Denise Jordan, CMC
City Clerk

300 Henry Ward Way
Post Office Box 2496
Gainesville, Georgia 30503-2496
Telephone: 770 . 535 . 6865
Fax: 770 . 535 . 6896
Web Site: www.gainesville.org

CERTIFIED COPY OF RESOLUTION

STATE OF GEORGIA
COUNTY OF HALL

This is to certify that I am City Clerk of the City Council of the City of Gainesville. As such, I keep its official records, including its minutes, and in that capacity do certify that Resolution BR-2016-09 was adopted on March 1, 2016. Documentation of such action was recorded in the official minutes.

Witness of my official signature and seal this 4th day of March, 2016.

Denise O. Jordan

Denise O. Jordan, City Clerk

(Seal)

CITY OF GAINESVILLE
GEORGIA
CHARTERED 1821

RESOLUTION BR-2016-09

Intergovernmental Agreement – I-985 Interchange Mowing

WHEREAS, the City of Gainesville agrees that it is in the best interest of the City for the I-985 interchanges associated with the City to be maintained in an aesthetically pleasing manner; and

WHEREAS, Hall County has entered into an agreement with the Georgia Department of Transportation to provide such maintenance of these interchanges; and

WHEREAS, an agreement is necessary in order to allow the City of Gainesville to reimburse the County to perform certain service related to mowing and trimming within the Georgia Department of Transportation Right-of-Way at exits 20 and 22.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body approves the attached intergovernmental agreement between Hall County and the City of Gainesville to authorize an annual reimbursement to the County of $20,000 for I-985 Interchange Mowing at exits 20 and 22; and

BE IT FURTHER RESOLVED THAT the governing body of the City of Gainesville and City Attorney are authorized to sign the agreement.

Adopted this 1st day of March, 2016.

C. Danny Dunagan

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

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE
GEORGIA
CHARTERED 1821

CITY OF GAINESVILLE
CITY MANAGER'S OFFICE

Denise Jordan, CMC
City Clerk

300 Henry Ward Way
Post Office Box 2496
Gainesville, Georgia 30503-2496
Telephone: 770 . 535 . 6865
Fax: 770 . 535 . 6896
Web Site: www.gainesville.org

CERTIFIED COPY OF AGREEMENT

STATE OF GEORGIA
COUNTY OF HALL

This is to certify that I am City Clerk of the City Council of the City of Gainesville. As such, I keep its official records, including its minutes, and in that capacity do certify that this is a true and correct copy of the I-985 Interchange Mowing Intergovernmental Agreement between the City of Gainesville and Hall County dated February 11, 2016 and executed by the City of Gainesville on March 1, 2016

Witness of my official signature and seal this 4th day of March 2016.

Denise O. Jordan

Denise O. Jordan
City Clerk

(Seal) CITY OF GAINESVILLE GEORGIA CHARTERED 1821

STATE OF GEORGIA

COUNTY OF HALL

I-985 INTERCHANGE MOWING

INTERGOVERNMENTAL AGREEMENT BETWEEN

HALL COUNTY, GEORGIA

AND THE MUNICIPALITY OF GAINESVILLE, GEORGIA

This intergovernmental Agreement is entered into this 11th day of February, 2016 by and between Hall County, Georgia, a political subdivision of the State of Georgia, (hereinafter referred to as "Hall County") and the City of Gainesville, Georgia, a municipal corporation, (hereinafter referred to as "City of Gainesville") for the purpose of setting forth the responsibilities of each party concerning the maintenance of exits along Interstate 985 which are located in Hall County and within various city limits.

WITNESSETH

WHEREAS, certain exits are located in Hall County, Georgia, and various cities located within the boundaries of Hall County;

WHEREAS, both Hall County and the City of Gainesville agrees that it is in the best interest of both parties to enter into a partnership to perform certain services relating to mowing and trimming within the Georgia Department of Transportation's right of way, and

WHEREAS, Hall County has entered into an agreement with the Georgia Department of Transportation to provide such maintenance, and has lawfully obtained the license to perform the services, and

WHEREAS, Hall County agrees to provide experienced and qualified personnel and equipment necessary to accomplish this agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

Hall County will be responsible for the maintenance of exits 8, 12, 16, 17, 20, 22, and 24 as outlined in the Right of Way Mowing Agreement between the Georgia Department of Transportation and Hall County, Georgia dated October 22, 2015. As described in "Exhibit A". Additionally, landscaping and plantings that are installed by the City as part of future projects will be incorporated into the Work Plan. It is understood that occasional specialty work, such as herbicide application of these additional areas, will be the responsibility of the City.

The City of Gainesville will be responsible for annual reimbursement of operational cost associated with the maintenance of exits in the amount of $20,000.00 to be paid upon execution of this agreement.

The term of this agreement shall be one (1) year from the date of execution. Unless otherwise terminated, this Agreement shall automatically renew annually not to exceed 10 renewal periods.

This Agreement shall not be altered, amended or modified except in writing signed by the duly authorized representatives of each party hereto.

Neither party hereto shall, without written consent of the other party, assign or transfer this Agreement or any rights and obligations hereunder.

The Agreement may be terminated upon written notice by either party for any reason at any time. Said termination shall be effective upon the 90th day after the other party received written notice of termination.

Hall County, and all its successors and assigns thereto, shall save harmless the City of Gainesville, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever and shall be responsible for injury or damage resulting from the performance of work described in this Agreement. It is further understood and agreed, that Hall County, or any successor or assigns thereto, in the conduct of any work described in this Agreement, shall not be considered the agent of the City of Gainesville.

Any notice or communications hereunder shall be in writing and shall be delivered via certified United States Mail return receipt requested to the following:

Hall County
Hall County Government
Attn: County Administrator
P.O. Drawer 1435
Gainesville, GA 30503

City of Gainesville
P.O. Box 2496
Gainesville, GA 30503

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date below.

HALL COUNTY BOARD OF COMMISSIONERS

By: ______________________ (Chairman)

By: ______________________ (Commissioner)

By: Billy Powell (Commissioner)

By: ______________________ (Commissioner)

By: ______________________ (Commissioner)

ATTEST: ______________________

Commission Clerk
Hall County Board of Commissioners

CITY OF GAINESVILLE

By: ______________________
Mayor

By: Absent
Councilmember

Approved To Form:

____
Abbott S. Hayes, Jr.
City Attorney

By: George Wangemann
Councilmember

By: W. Sam Couvillon
Councilmember

By: Zack Thompson
Councilmember

By: Barbara Brooks
Councilmember

ATTEST:

Denise O. Jordan
City Clerk
City of Gainesville

CITY OF GAINESVILLE
GEORGIA
CHARTERED 1821

June 24, 2009

RIGHT OF WAY MOWING

By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

HALL COUNTY, GEORGIA

THIS AGREEMENT made and entered into this 22nd day of October, 2015 by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter alternately referred to as **"DEPARTMENT"** or **"LICENSOR"**, and HALL COUNTY, GEORGIA hereinafter referred to as **"LICENSEE"**.

WHEREAS, the **DEPARTMENT** desires to enter into a public/private partnership to perform certain services relating to mowing and trimming within **DEPARTMENT'S** right of way, hereinafter called the **"PROJECT"**, and

WHEREAS, the **LICENSEE** has represented to the **DEPARTMENT** that, if such permission is granted to the **LICENSEE, LICENSEE** shall bear all costs and liability associated with the **PROJECT**; and

WHEREAS, the **LICENSEE** has represented to the **DEPARTMENT** that they are qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representations;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

EXHIBIT "A"

ARTICLE I

SCOPE OF PROJECT

The **DEPARTMENT** shall permit the **LICENSEE** to perform or cause to be performed, the **PROJECT** consisting of certain services related to mowing an identified section of the **DEPARTMENT'S** rights of way.

This permission shall be granted by the means of this Agreement for the entire scope of the **PROJECT**, as set forth herein.

The **PROJECT** location and concept as well as the duties and responsibilities of the **LICENSEE** are defined and set forth in Article XI **WORK PLAN** of this Agreement, and further enumerated and described in Exhibit A – Application and Permit for Special Encroachment. This document is attached hereto and incorporated by reference as if fully set out herein. The required Special Encroachment permit is to be approved and issued by the **DEPARTMENT**.

Should the **LICENSEE** desire that these mowing services be performed by a third party, **LICENSEE** and the third party shall enter into subsequent agreement, whereby the **LICENSEE** shall assume all responsibility of repayment to the third party for those services to be rendered as set forth in Article XI **WORK PLAN**. The Agreement between **LICENSEE** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, set forth by the **DEPARTMENT**, and all liability associated with the **PROJECT** shall be borne by **LICENSEE** and any third parties, as set forth in Article VIII, herein.

ARTICLE II

EXECUTION OF CONTRACT AND AUTHORIZATION

TIME OF PERFORMANCE

Time is of the essence in this agreement. The **LICENSEE** shall execute this Agreement and return it to the **DEPARTMENT** within ten (10 days) after receipt of contract forms from the **DEPARTMENT**.

The **LICENSEE** shall begin work on the **PROJECT** under this Agreement within three business days after receiving a signed and executed copy of the Agreement (unless noted otherwise in Exhibit A).

Subject to the terms and conditions set forth in this Agreement, and upon execution of this Agreement, the **DEPARTMENT** grants the right to the **LICENSEE** to mow, trim, and maintain that specific section of right-of-way identified in this Agreement, and herein defined as the **PROJECT**.

The duration of this Agreement shall be indefinite unless terminated sooner by the **DEPARTMENT** or **LICENSEE**.

ARTICLE III

SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the parties. It is understood, however, that **LICENSEE** shall not engage in any activities or conduct any work which would be considered to be outside the scope of the permission granted to **LICENSEE** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by any party with written approval by the other parties.

ARTICLE IV

ASSIGNMENT

It is understood by the **LICENSEE** that the work is considered personal and, except as provided for in Article I, **LICENSEE** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

ARTICLE V

CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

ARTICLE VI

INSURANCE

Prior to beginning work, the **LICENSEE** shall obtain and certify to the **DEPARTMENT** that it has the following minimum amounts of insurance coverage:

(a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.

(b) Public Liability Insurance in an amount of not less than one hundred thousand dollars ($100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars ($300,000) on an account of any one occurrence, or proof of self insurance.

(c) Property Damage Insurance in an amount of not less than fifty thousand dollars ($50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars ($100,000), or proof of self insurance.

(d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the **PROJECT**.

Insurance shall be maintained in full force and effect during the life of the **PROJECT**. The **LICENSEE** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. These certificates shall also provide that the insurance will not be modified or canceled without a 30 day prior written notice to the **DEPARTMENT**. Failure by the **LICENSEE** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and forfeiture of the Performance and Payment Bonds. The **LICENSEE** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.

ARTICLE VII

COMPENSATION

It is agreed that **LICENSEE** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between **LICENSEE** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, **LICENSEE** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the parties.

Should **LICENSEE** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LICENSEE**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the review of the **DEPARTMENT'S** Legal Affairs Administrator, and must be approved in writing by the **DEPARTMENT**. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE VIII

RESPONSIBILITY FOR CLAIMS AND LIABILITY

LICENSEE NOT AGENT OF DEPARTMENT

LICENSEE, and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of work assigned to **LICENSEE** under this Agreement. **LICENSEE** further agrees that they shall be fully responsible for injury or damage to landscaping within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if **LICENSEE** causes the damage. These indemnities shall not be limited by reason of the listing of any insurance coverage.

It is further understood and agreed that **LICENSEE**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX

TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this contract for just cause at any time by giving of thirty (30) days written notice of such termination. Upon receipt of such notice of termination, **LICENSEE** shall discontinue and cause all work under this contract to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination. **LICENSEE** shall have the right to terminate this contract at any time, provided that such termination is first approved by the **DEPARTMENT**, and that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII.

ARTICLE X

COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

A. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.

B. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.

C. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full.

The covenants herein contained shall, except as other wise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XI

WORK PLAN

1. Mow, edge, and trim the entire area within the interchanges, including the ramps and drainage swales that are not currently being maintained by adjacent land owners at a frequency of once per month during dormant periods and twice per month during the growing season.

2. Grassed and landscaped areas must be cleaned of debris or trash prior to edging and mowing.

3. Maintain grass at the recommended height for the type of grass present.

4. Trim all trees, posts, walls, guard rails and other elements in the area in a safe manner Maintain a mulched safe zone around tree bases for protection where required.

5. Blow sidewalks and curbs when grass is mowed (once per month during dormant periods and twice per month during the growing season) after litter and debris removal

6. Clean up all the debris, trash, and litter, including grass clippings for proper disposal

7. Prune trees and shrubs regularly to maintain the form and healthy growth of the plant use standard landscaping schedules and methods to achieve proper appearance remove all dead and discolored foliage.

8. Use pre and post emergence herbicides as needed to control areas along walls, guard rails, fence lines, tree wells, and building edges as long as the dead appearance is minimized.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

Signed, Sealed, and Delivered this 22nd day of October, 20 15.

GEORGIA DEPARTMENT OF TRANSPORTATION

Commissioner or designee
ATTEST:

HALL COUNTY:

Richard Mecum
Richard Mecum, Chairman

Sworn to before me this
22nd day of October, 2015

NOTARY PUBLIC
My commission expires May 2 2016

EXHIBIT A

Georgia Department of Transportation mowing guidelines

Exhibit A

GEORGIA DEPARTMENT OF TRANSPORTATION
MOWING AND TRIMMING SPECIFICATION
ATTACHMENT A: CENTERLINE MOWING REQUIREMENTS

Requirements under these Specifications consists of furnishing all labor, material, tools, equipment, and incidentals necessary to perform mowing, trimming, and litter removal operations within the limits of the right of way and easement areas in a safe, effective, and timely manner, as detailed in these Specifications.

1. APPLICABLE DOCUMENTS

Reference the guidelines as set forth in the following documents:

1.01 *Manual of Uniform Traffic Control Devices* (MUTCD), current edition

1.02 *American National Standards Institute* [ANSI A300 (Part 1)], current edition

2. TERMS AND DEFINITIONS

2.01 Bridge End Roll: The area at each end of a bridge that slopes down from the end support to the natural ground contour under the bridge.

2.02 Centerline Mile: Incremental measurement used in this agreement that includes the mowing limits within a one (1) mile distance on a route. This includes both directions of the mile, shoulders, and median.

2.03 Established/Planted Trees and Shrubs: Trees and/or shrubs that have been planted for aesthetics by the Department and trees that are greater than three (3) inches in caliper dbh (4-1/2 feet above ground).

2.04 Interchange: An area allowing for access to and from the interstate mainline.

2.05 Mainline: The area(s) between interchanges on interstate and limited access routes.

2.06 Mowing Cycle: A Mowing Cycle consists of mowing complete the areas as designated in these Specifications one time.

2.07 Mowing Complete: The accepted and approved mowed and trimmed Centerline Miles, including litter removal, within established mowing limits.

2.08 Mowing Limits: All areas that are mowable with tractor mowing equipment within the right of way that are on a 3:1 or flatter slope, and trimming in front of, behind, under, and around roadside obstacles, and trimming on all slopes at Interchanges and on slopes greater than or equal to 3:1 on the mainline.

2.09 Natural Tree Line: The dominant boundary/edge of a community of hardwood and non-hardwood trees, greater than three (3) inches in caliper dbh (4-1/2 feet above ground). The edge can be a fluctuating line. Typically, in a community, the maximum trunk to trunk distance of trees, greater than three (3) inches in caliper dbh (4-1/2 feet above ground), is less than ten (10) feet.

2.10 Roadside Obstacles: Items located within the right of way, both natural and man-made which may include but are not limited to sign posts, delineator posts, light posts, steel beam guardrail and associated posts, headwalls, barrier walls, retaining walls, catch basins, fallen rock, bridge end abutments, mailboxes, newspaper boxes, established/planted trees and shrubs, landscaped beds, natural tree line, wildflower areas, Bridge End Rolls, and fences.

2.11 Slope Break Point: The spot where the non-mowable slope begins.

2.12 Traveled Way: The portion of the roadway for the movement of vehicles, exclusive of the shoulders.

2.13 Vegetation: All woody and herbaceous plants, three (3) inches and less in caliper dbh (4-1/2 feet above ground), that are naturally occurring. (Includes Department-planted grasses) The stems of multiple trunk vegetation will be measured individually.

2.14 Shadow Vehicle: A vehicle used to buffer mowing and/or litter operations that may interfere with traffic.

Exhibit A

3. EQUIPMENT

3.01 Assign appropriate equipment quantities and types to meet stated mowing schedules. Equipment shall meet the following requirements:

A. Equip each tractor with two (2) flashing signal lights, two (2) orange flags and an eighteen (18) inch slow moving emblem sign. Equip each mower with two (2) orange flags.

B. Acceptable guards are to be on all open portions of mowers and trimming equipment to prevent objects from being thrown from under the mower while in operation.

3.02 Properly maintain mower blades so that they are sharp, straight and evenly weighted.

3.03 Equip support vehicles, such as pickups and service trucks with a minimum of one (1) revolving or strobe type light, with amber lens.

3.04 Use a shadow vehicle to buffer the Mowing operation when it is on or within three (3) feet of the travel way.

A. Equip support vehicles used as shadow vehicles with a forty-eight (48) inch square "Watch for Mowers" sign with an eighteen (18) inch slow moving emblem attached and mounted on the rear of the shadow vehicle.

B. Equip a shadow vehicle with a minimum of one (1) revolving or strobe type light, with amber lens.

4. MOWING REQUIREMENTS

4.01 MOWING LIMITS AND SPECIAL CONDITIONS

A. Mowing Limits for Each Cycle: All mowable areas within the right of way that are on a 3:1or flatter slope using tractors with rotary or flail type mowers, and trimming in front of, behind, under and around roadside obstacles, landscaped areas, planted/established trees and shrubs, and wildflower plots and trimming on all slopes. These include all areas as shown on **Exhibit "B" Hall County Interchange Mowing Areas** . Perform trimming in a manner as to create a smooth transition back to where the mowing was performed.

B. Special Mowing Conditions: Perform all scheduled mowing operations during daylight hours. No work will be allowed on holidays. No work will be allowed on weekends in which a holiday falls on a Monday or Friday.

1. For the following counties; Clayton, Cobb, Dekalb, Douglas, Fulton, Rockdale, (all of District 7) and Gwinnett, do not perform work between the hours of 6:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m., Monday through Friday.

2. For the following counties; Bibb, Chatham, Cherokee, Columbia, Forsyth, Hall, Henry, Richmond, , between the hours of 6:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m., do not perform work, in the direction of rush hour traffic, Monday through Friday.

4.02 MOWING COMPLETE REQUIREMENTS

Perform Mowing Complete in accordance with these Specifications.

A. Mowing: Perform mowing within the Mowing Limits for vegetation on slopes no steeper than 3:1. This operation will not be allowed on slopes steeper than 3:1, or in any other situations that may be a hazard to the operator or the traveling public, including areas that may be too wet or otherwise inaccessible.

B. Trimming: Trim vegetation to a height less than six (6) inches within the Mowing Limits that are inaccessible by Tractor Mowing. This includes trimming in front of, behind, under or around, and beyond roadside obstacles, landscape beds, established/planted trees, shrubs and wildflower areas to provide an attractive appearance. (See Appendix 2)

1. Mainline Slopes that are Greater than 3:1: Trim vegetation a minimum of fifteen (15) feet beyond the slope break point each mowing cycle. If the Natural Tree Line falls within the minimum fifteen (15) foot area, trim vegetation to the Natural Tree Line.

2. Mainline with Slopes 3:1 or less: Trim vegetation to the Natural Tree Line or to the right of way fence if no Natural Tree Line exists.

3. Landscape, Bulb, and Wildflower Plots. Trim vegetation around landscaped areas, established or planted trees, shrubs, bulbs and wildflower plots without damaging plant materials. Trim vegetation under planted trees as necessary.

4. Wet or Inaccessible Areas: If an area is too wet and/or otherwise inaccessible by mowing equipment, trim vegetation using trimming equipment and/or slope mowers.

5. Bridge Structures: Trim vegetation located at, under, or near bridge structures including Bridge End Rolls and riprap areas within the right of way.

   a. Trim all vegetation under and around trees greater than three (3) inches caliper dbh (4-1/2 feet above ground) that exists between adjacent bridges.

   b. Trim vegetation on bridge ends and Bridge End Rolls at overpasses and underpasses to the right of way fence and/or Natural Tree Line. If trees exist within fifteen (15) feet around or adjacent to the bridge; trim vegetation under and around the trees. Continue trimming downslope or upslope to meet the Mowing Limits.

   c. The limits of trimming extend to the fence line in cases where a fence is located on the top of a slope at a bridge underpass.

6. Interchanges: Trim all vegetation on non-mowable and mowable areas within an Interchange to the natural tree line and/or to the right of way fence. (See Appendix 2, Diagram A)

7. Barrier Walls: Remove vegetation at the base of and on all barrier walls. Trim and remove vegetation in non-landscaped areas between barrier walls.

8. Vegetation Removal: Remove trimmed woody vegetation from the right of way within five (5) days. Disposal shall be in accordance with applicable laws and regulations.

9. Multiple Trunk Trimming: In areas where trimming occurs, trim all stems of multiple trunk vegetation that are three (3) inches caliper dbh (4-1/2 feet above ground) or less.

4.03 TRAFFIC CONTROL REQUIREMENTS

A. At a minimum, abide by the *Manual of Uniform Traffic Control Devices* (MUTCD), current edition, for traffic control guidance.

B. Perform all Mowing as a continuous mowing operation as described in these Specifications. Mow only in the direction of traffic.

C. Any signs used must be of rigid, one-piece construction covered with suitable sheeting and legend (engineering grade). Roll-up type signs may be used if they meet MUTCD Standards. Equip all signs with flags.

D. Do not cross the median on Interstates or other divided highways. Enter and exit at the existing Interchanges.

E. Do not exceed a ten (10) mile work zone. The Atlanta Metro area will be limited to five (5) miles.

F. On non-divided highways, only one Tractor Mowing operation in a work zone will be allowed. On divided highways, two mowing operations in a work zone may be allowed on the outside shoulders. Additional work zones will be allowed, separated by a minimum of two (2) miles. Do not exceed ten (10) miles of mowing without completing trimming.

   1. Signs: Place "Watch for Mowers" signs with flags attached at each end of the work zone in the direction of traffic on both the median and outside shoulder.

   2. Ramps: In the event of an on-ramp located within the work zone, place at the top of the on-ramp a "Watch for Mowers" sign with flags. Place all signs before any tractor mowing is performed. Remove all signs at the end of each workday.

G. Buffer tractor mowers traveling within three (3) feet of the traveled way, crossing lanes, traveling on paved shoulder, moving equipment to other locations (dead heading), by a shadow vehicle.

   1. Operations may be restricted when, in the opinion of the Department, the continuance of the work would seriously hinder traffic or is unsafe.

2. Move equipment or materials on or across the traveled way in a safe manner which will not interfere with traffic. There shall be no reduction in the total number of available traveled ways. Schedule and arrange the work to ensure the least inconvenience and the utmost safety to the traveling public.

4.04 SAFETY AND INCIDENT REPORTING

A. Suspend operations if weather conditions are such that mowing operations cannot be carried out in an effective manner.

B. Notify the Department immediately by phone of any incident or accident that involves the Licensee while fulfilling this Agreement.

1. Submit a written report to the Department within forty-eight (48) working hours after the incident or accident. Describe in full what occurred. Provide the names of those involved with their contact phone numbers, and extent of injury and damage.

2. Employees shall carry business cards that have the name, address, and phone number of the Licensee upon request of individuals involved in an incident or accident.

C. If mowing and trimming operations cause damage to roadside obstacles, vegetation to remain, or ground disturbance, repair or replace the damaged item with a like item.

D. Do not allow any debris to be thrown onto the road surface by the mowing equipment or by personnel. Perform work in such manner as to leave existing vegetation undamaged.

E. Mowing equipment, while in operation, must be horizontal with the mowing surface. Operating tractor mowers in a vertical position parallel to a traveled way is prohibited.

F. Equipment left on the right of way is the responsibility of the Licensee. Do not park equipment on the right of way or on state property for more than five (5) continual working days in the same location.

1. Park no equipment in the median.

2. Park equipment behind guardrail or in other protected areas where such areas exist. Otherwise, park equipment a minimum of thirty (30) feet from the edge of pavement.

G. Operate no equipment that causes ground disturbance and/or damages any part of the right of way. Repair, at no cost to the Department, all damage caused by equipment.

4.05 QUALITY ACCEPTANCE

A. The height of all vegetation after any Mowing or Trimming operation shall be no more than six (6) inches.

Exhibit A

GEORGIA DEPARTMENT OF TRANSPORTATION
MOWING AND TRIMMING SPECIFICATION

ATTACHMENT B: LITTER REMOVAL REQUIREMENTS

1. APPLICABLE DOCUMENTS

   See Attachment A – 1. Applicable Documents

2. DEFINITIONS

   See Attachment A - 2. Terms and Definitions

3. DESCRIPTION

   3.01 Pick up, remove and dispose of litter and debris within all mowing and trimming areas as specified in Attachment A – Centerline Mowing Requirements and on all paved shoulders.

   3.02 Litter and debris may consist of paper, boxes, bottles, cans, tires, recaps, rubber pieces, mattresses, appliances, lumber, metal pieces, hubcaps, vehicle parts, brush, trimmed vegetation on paved surfaces, dead animals, memorials, and other items not considered normal to the right of way, etc.

4. METHODS OF REMOVAL OPERATIONS

   4.01 It is expected that all litter and debris activity will be accomplished by manual means; however, these Specifications are not intended to be restrictive or limit other techniques that achieve the specified and desired quality.

   A written request may be submitted to the Department for the use of specialized mechanical equipment designed for removal of litter and debris. The Department, prior to any equipment being used, must approve the request. The Department may require additional safety devices or precautions if special equipment is allowed to be used. No ATV's (all terrain vehicles) will be allowed for use during litter pickups.

   4.02 All litter and debris must be deposited into trash bags prior to being placed into disposal vehicles. Larger pieces such as ladders, tires, mattresses, etc., may be directly deposited into disposal vehicles.

   4.03 Conduct litter removal activities during daylight hours only.

5. METHODS OF DISPOSAL

   5.01 Remove all litter and debris, including larger pieces, from the right of way at the end of each working day and dispose of at locations provided by the Licensee. Storage or stockpiling of litter or debris on the right of way is prohibited. Disposal shall be in accordance with applicable laws and regulations. Locations for disposal and costs associated for use of such locations will be the responsibility of the Licensee.

   5.02 Construct all vehicles, such as pickups or dump trucks, utilized to remove and dispose litter and debris to inhibit further distribution or loss of litter along the roadway. Cover all open-top vehicles and secure with tarpaulins. These vehicles must be in accordance with local and state laws governing waste hauling equipment.

6. FREQUENCIES AND TIMING OF REMOVAL AND DISPOSAL

   6.01 At a minimum, all litter and debris must be removed in advance of each Mowing Cycle.

   6.02 Perform litter removal and disposal immediately in front of and as an integral part of the mowing operations. Remove any litter and debris accumulated between litter activities and mowing activities prior to mowing operations.

7. TRAFFIC CONTROL REQUIREMENTS

   7.01 Use a shadow vehicle when removing litter on paved shoulders. The shadow vehicle may be the litter disposal vehicle.

Exhibit A

7.02 Follow all guidelines as per Attachment A - Section 4.03 - Traffic Control Requirements. Use "Litter Pickup Ahead" warning signs during the non-mowing season. Use "Litter Pickup Ahead" warning signs during the mowing season when the litter operation does not fall within a ten (10) mile mowing work zone.

7.03 A shadow vehicle and litter disposal vehicles must be equipped with a strobe light and slow-moving vehicle signs during removal of trash bags and larger material. Use these lights only when required in the course of the work and not when traveling to and from the job site.

7.04 All vehicles, including transport or service vehicles, must not obstruct traffic lanes.

Exhibit A

GEORGIA DEPARTMENT OF TRANSPORTATION
MOWING AND TRIMMING SPECIFICATION

APPENDIX 1: CENTERLINE MILE LOCATIONS AND TOTALS

ROUTE	COUNTY	BEGIN MP	END MP	CENTERLINE MILES
I-985/US 23	HALL	8.1	8.4	0.3
I-985/US 23	HALL	11.5	11.9	0.4
I-985/US 23	HALL	16.0	17.0	1.0
I-985/US 23	HALL	19.9	20.2	0.3
I-985/US 23	HALL	21.2	21.6	0.4
I-985/US 23/SR 365	HALL	23.8	24.3	0.5
TOTAL CENTERLINE MILES				2.9

ACCESS ROADS*

ROUTE	COUNTY	FROM	TO

Exhibit A

GEORGIA DEPARTMENT OF TRANSPORTATION
MOWING AND TRIMMING SPECIFICATION

APPENDIX 2: MOWABLE LIMIT DIAGRAMS

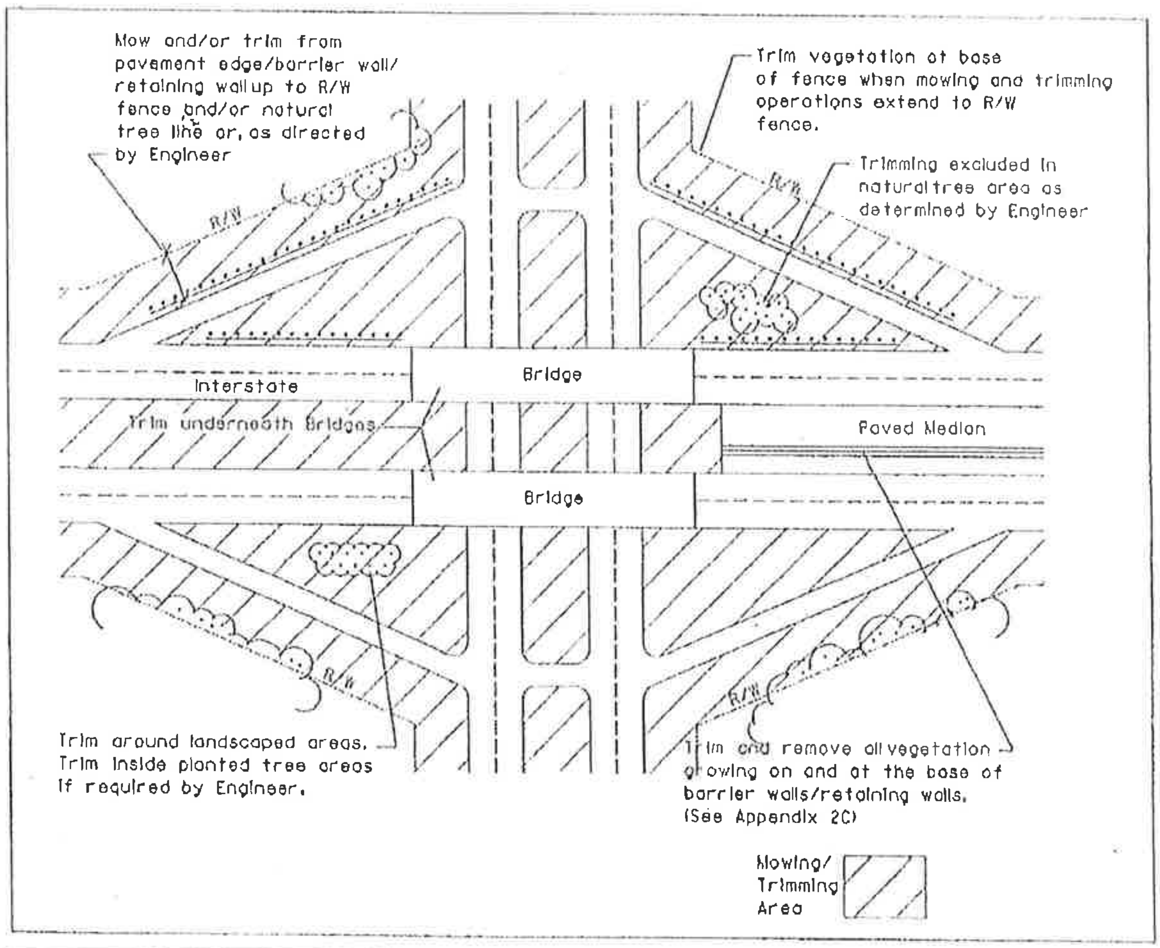


Diagram A: MOWABLE LIMITS AT INTERCHANGES – INTERSECTIONS AS AMMENDEDD BY EXHIBIT "B"

Within an Interchange, mow and/or trim all vegetation to the right of way fence and/or natural tree line, as indicated above, each mowing cycle. **NOTE: HALL COUNTY DOES NOT INTEND ON MOWING THE MEDIAN ON I-985 AT ANY INTERCHANGE AS DEPICTED ON EXHIBIT "B"**

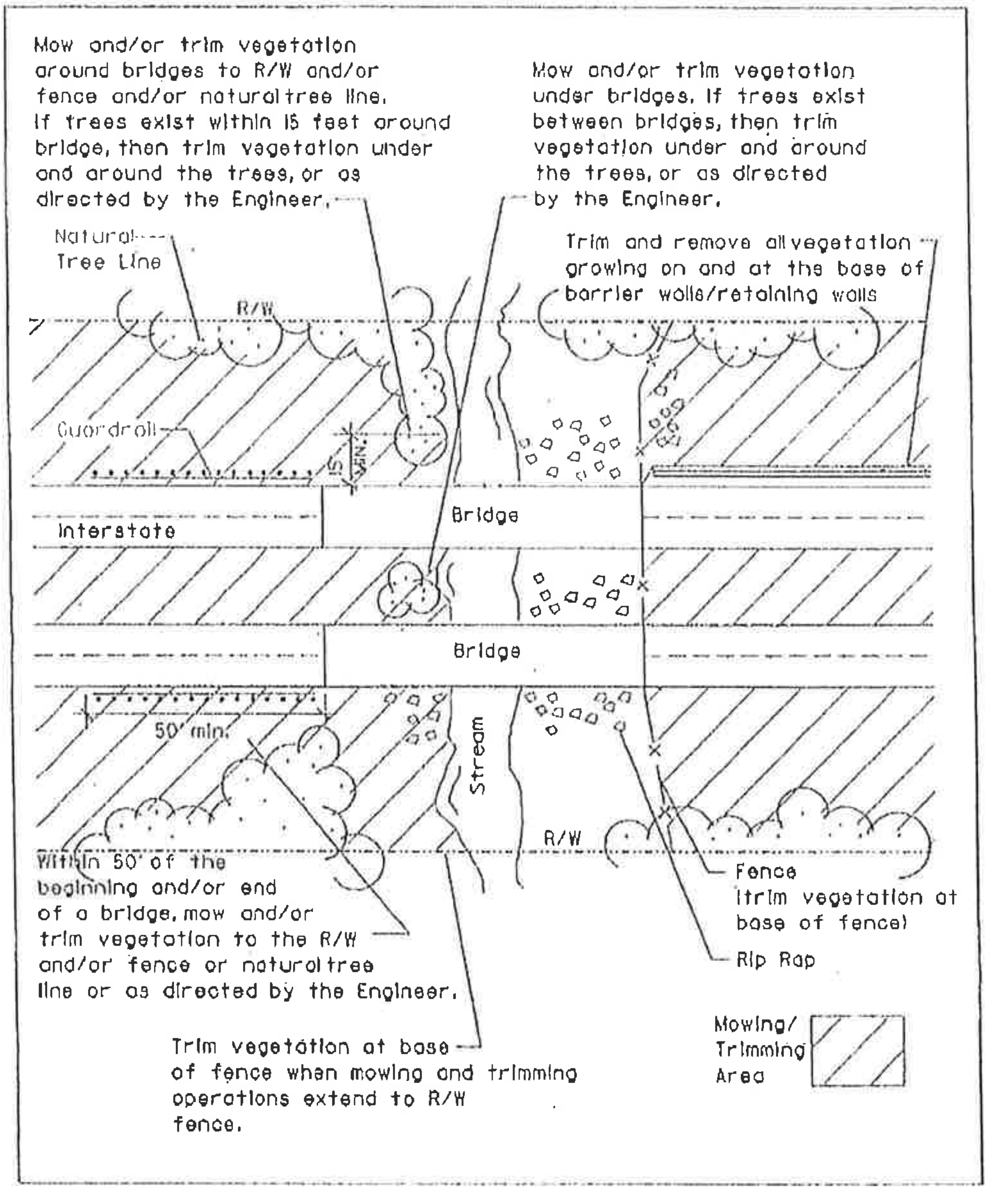


Diagram B: MOWABLE LIMITS AT WATER CROSSING/BRIDGES

On all slopes, mow and/or trim all vegetation to the right of way fence and/or Natural Tree Line, as indicated above, each mowing cycle.

Exhibit A

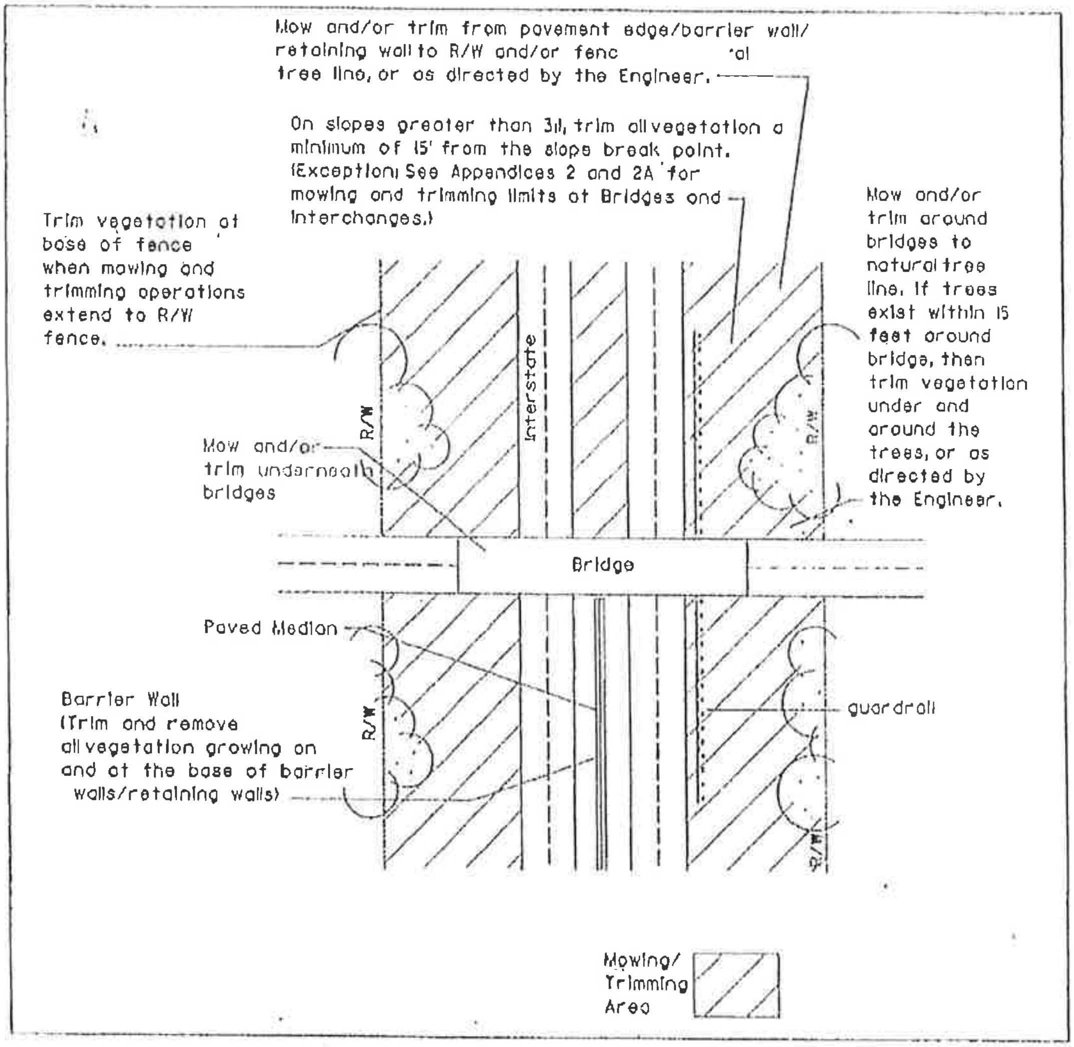


Diagram C: MOWABLE LIMITS ALONG MAINLINE

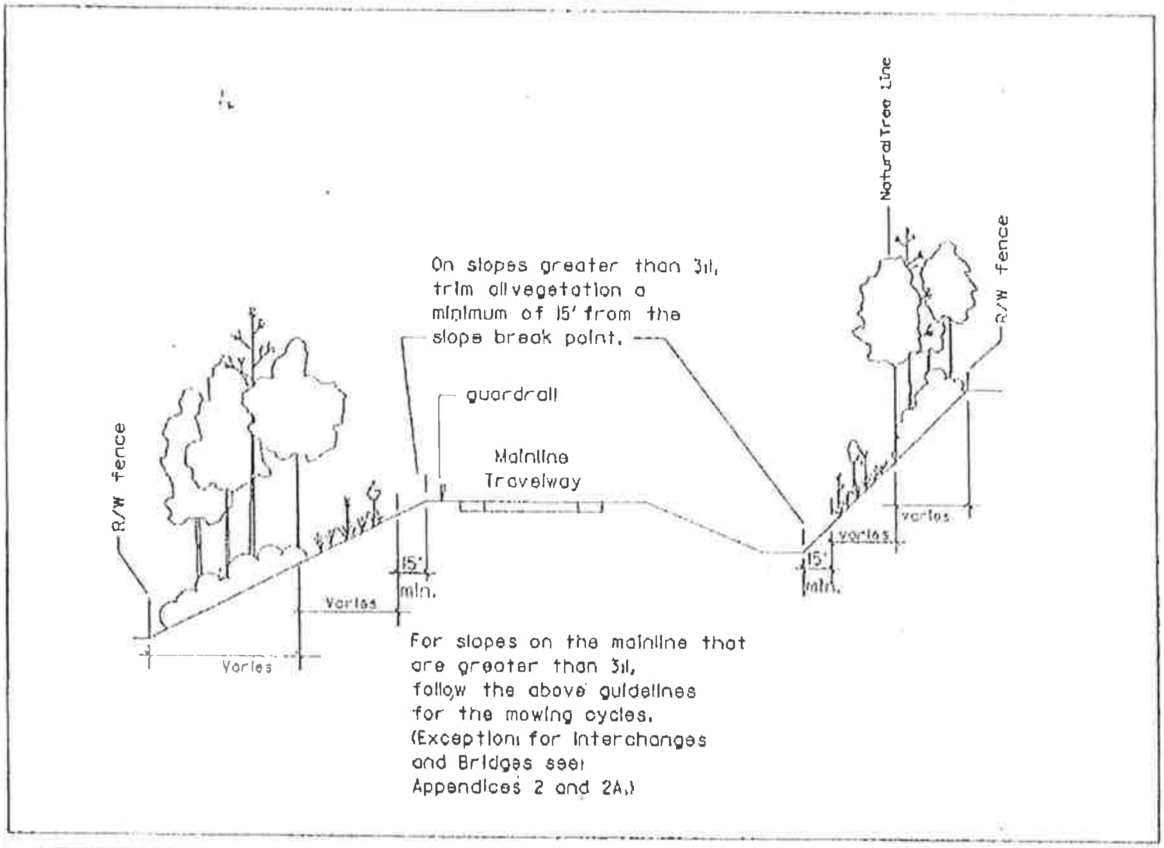


Diagram D: CROSS SECTION OF MOWABLE LIMITS ALONG MAINLINE FOR SLOPES GREATER THAN 3:1

Trim vegetation a minimum of fifteen (15) feet beyond the Slope Break Point each Mowing Cycle. If the Natural Tree Line falls within the minimum fifteen (15) foot area, trim vegetation to the Natural Tree Line.]

On slopes 3:1 or less, trim vegetation to the Natural Tree Line or to the right of way fence if no Natural Tree Line exists.

EXHIBIT B

Hall County, Georgia
FY 2022COG Cost Recap Exits 20 & 22 (Plus "I2H")
June 30, 2021

Capitalized Equipment			
Item Description			
Trucks	1	$28,413.00	$28,413.00
72" Zero Turn Mowers	2	$10,619.00	$21,238.00
72" Slope Cutting Multi Deck Mowers	2	$33,869.50	$67,739.00
New Tractor wth 20 Ft. Batwing Mowing Deck	1	$92,266.00	$92,266.00
Equipment Trailor	1	$3,220.00	$3,220.00
Walk Behind Mower	1	$4,353.00	$4,353.00
Other Equipment	1	$1,783.00	$1,783.00
		TOTAL I-985 CAPITALIZED EQUIPMENT	**$219,012.00**
		Usable Life (Years)	5
		Annual Depriciation	$43,802.40

EXIT	Project	ACRES	JURSTICTION	PERCENTAGE
8	EXIT 8	10.44	BUFORD	6.27%
12	EXIT 12	11.96	FLOWERY BRANCH	7.19%
14	EXIT 14	6.23	OAKWOOD	3.74%
14	EXIT 14	21.68	HALL COUNTY	13.03%
14	EXIT 14	20.4	FLOWERY BRANCH	12.26%
16	EXIT 16	9	OAKWOOD	5.41%
17	EXIT 17	15.44	OAKWOOD	9.28%
20	EXIT 20	21.13	GAINESVILLE	12.70%
22	EXIT 22	21.89	GAINESVILLE	13.15%
24	EXIT 24	16.14	HALL COUNTY	9.70%
Islands To Highlands Trail	I2H	12.12	GAINESVILLE	7.28%
		166.43	**Total Acres**	

Total Gainesville Acres	**33.13%**
Total Anuual Depriciation Gainesville Portion	**$14,512.19**

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted:	12/10/2021
Presenter:	Bryan Lackey
Item of Business:	BR-2021-58 Oakwood - Gainesville Intergovernmental Agreement for Sanitary Sewer Billing Services - First Amendment
Meeting Date:	12/21/2021

Purpose of Request:

To amend the existing Intergovernmental Agreement (IGA) with the City of Oakwood concerning the billing of certain sewer customers. This Agreement concerns only those customers that use Gainesville water, but are provided wastewater treatment services from systems other than Gainesville.

History/Background:

The City of Gainesville has a contract with the City of Oakwood, allocating a specific quantity of wastewater treatment capacity at its Flat Creek Water Reclamation Facility. In addition to that contract, Gainesville has a billing agreement authorizing Gainesville to bill, collect and remit sewer charges it collects on Oakwood's behalf for that wastewater treated by wastewater treatment facilities other than Gainesville. In the Intergovernmental Agreement dated October 18, 2016, billing is based on hundred cubic feet units. An update to the City of Gainesville's Ordinance, effective January 1, 2022, changes the billed units to thousands of gallons. This Amendment changes the units billed to match Gainesville's updated Ordinance.

Facts & Issues for Consideration:

This Amendment changes only the units billed, from hundred cubic feet to thousands of gallons. All other rates, charges, conditions and processes of the original IGA remain in full force and effect.

Department Recommendation:

To adopt the Resolution and to thereby Amend the existing Billing Agreement between the Cities of Gainesville and Oakwood.

Department Director:

Linda MacGregor

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type

🗋	BR-2021-58 Oakwood - Gainesville Intergovernmental Agreement for Sanitary Sewer Billing Services - First Amendment	Resolution
🗋	IGA - Amendment	Contract/Agreement/MOU

RESOLUTION BR-2021-58

Oakwood - Gainesville Intergovernmental Agreement for Sanitary Sewer Billing Services – First Amendment

WHEREAS, the City of Gainesville owns and operates a water distribution system that serves potable water to customers throughout the majority of Hall County, to include part or all of its cities; and

WHEREAS, the City of Gainesville also owns and operates a wastewater collection system that serves the majority of the City of Gainesville, parts of unincorporated Hall County, and parts of the City of Oakwood; and

WHEREAS, Gainesville and Oakwood have Intergovernmental Agreements (IGAs) already in place which regulates the specific quantities of wastewater collected by Gainesville from its Oakwood wastewater customers; and

WHEREAS, Gainesville and Oakwood also have an IGA in place which regulate and control the specific charges and fees associated with, and assessed for, that service, with said IGA being dated October 18, 2016; and

WHEREAS, the City of Gainesville is in the process of implementing the updated Ordinance approved on October 6, 2020, effective January 1, 2022, which will, among other things, change the specific units of water and wastewater billed, from number of hundred cubic feet (ccf) to the number of thousand gallons; and

WHEREAS, in order to facilitate this change and to minimize future confusion over such terms, the aforementioned Agreement between these two Governments necessarily require amending.

NOW, THEREFORE, BE IT RESOLVED, the governing body for the City of Gainesville, having reviewed this proposed Amendment to the Intergovernmental Agreement between the City of Gainesville and the City of Oakwood, a copy of which is attached to this Resolution, does approve the terms of the same.

BE IT FURTHER RESOLVED THAT the governing body hereby authorize the Mayor, City Manager and City Attorney to fully execute any and all documents necessary in order to place this Amendment into effect.

Adopted this _____ day of __________________, 2021.

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

FIRST AMENDMENT

OAKWOOD/GAINESVILLE

SANITARY SEWER BILLING INTERGOVERNMENTAL

A G R E E M E N T

Pursuant to Paragraph 13 of the Oakwood/Gainesville Sanitary Sewer Billing Intergovernmental Agreement (hereinafter "Agreement") the **CITY OF GAINESVILLE,** a municipal corporation of the State of Georgia by and through its duly authorized governing authority, the Gainesville City Council (hereinafter referred to as "Gainesville"), and the **CITY OF OAKWOOD,** a municipal corporation of the State of Georgia by and through its duly authorized governing authority, the Oakwood City Council (hereinafter referred to as "Oakwood"), hereby amends said Agreement as set forth below.

-1-

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Agreement and this Amendment, Gainesville and Oakwood agree that Gainesville has adopted a new rate and fee structured based on 1,000 gallon units as opposed to "single ccf units." IT IS FURTHER AGREED that Paragraph 4 of the Agreement is deleted in its entirety and the following new Paragraph 4 is substituted in lieu thereof:

4.

> Gainesville and Oakwood both understand and agree that significant software issues may exist in Gainesville's billing system so that tiered or block rates cannot be accommodated. As such, prior to January 1, 2022, Oakwood shall adopt a single "per 1,000 gallon unit charge" in its Ordinance that Gainesville may utilize to bill and

collect sanitary sewer charges from those customers of Oakwood's sanitary sewer system that are also customers of Gainesville's water system.

-2-

All other provisions of the Agreement shall remain in full force and effect as if re-stated herein.

IN WITNESS WHEREOF, the parties, by and through their duly authorized officers, have caused these presents to be executed in their behalf, the day and year first above written.

Signed, sealed and delivered in the presence of:	CITY OF GAINESVILLE
______________________________ Unofficial Witness	By: ___________________________ Mayor
______________________________ Notary Public Commission Expires: ______________	Attest: _________________________ Clerk
	APPROVED AS TO FORM
	______________________________ Abb Hayes, City Attorney

Signed, sealed and delivered
in the presence of:

CITY OF OAKWOOD

____
Unofficial Witness

By: ______________________________
Mayor

____
Notary Public
Commission Expires: ______________

Attest: ____________________________
Clerk

APPROVED AS TO FORM

____
Donald T. Hunt, City Attorney

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/7/2021

Presenter: Bryan Lackey

Item of Business: BR-2021-59 Restatement of Retirement Plan A Document

Meeting Date: 12/21/2021

Purpose of Request:

To amend and restate the Retirement Plan A Document.

History/Background:

The Gainesville Employee Pension Plan A Board of Trustees met on November 9, 2021 to address needed changes to the Retirement Plan A Document. The proposed changes will address several federal statutes that have become law since the last time the plan was restated in 2001.

The Retirement Plan A was last restated effective as of January 1, 2001, and has been amended 26 times. It is recommended that the Plan be amended and restated into an updated Plan document with an effective date of January 1, 2022.

Facts & Issues for Consideration:

The Retirement Plan A Board has consulted with Ed Emmerson (Plan Attorney) and Malichi Waterman (Plan Actuary), whom agree that the Plan can support the proposed changes.

Department Recommendation:

The Pension Board, with the advice of legal counsel, recommends that the Plan be amended and restated in its entirety to incorporate prior amendments to the Plan, to update the Plan for applicable law changes (including the Setting Every Community Up for Retirement Enhancement Act of 2019 (the "SECURE Act")), and to make other miscellaneous changes to the Plan. The Restatement also makes conforming changes to the Plan for consistency with Plan operations, including removing out-dated or inoperative Plan provisions.

Department Director:

Tommy Hunt, Chairman

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

	Description	Type
🗋	BR-2021-59 Restatement of Retirement Plan A Document	Resolution
🗋	Retirement Plan A Document 2021 Restatement - Clean Draft	Attachments/Exhibits
🗋	Retirement Plan A Document 2021 Restatement - Marked Draftt	Backup Material
🗋	Retirement Plan A - Summary of 2021 Restatement	Backup Material
🗋	Pension Board Recommendations	Backup Material

RESOLUTION BR-2021-59

Restatement of Retirement Plan A Plan Document

WHEREAS, the City of Gainesville (the "City") maintains the City of Gainesville, Georgia, Retirement Plan A (the "Plan"), which was last amended and restated effective as of January 1, 2001; and

WHEREAS, the City wishes to amend and restate the Plan in its entirety to incorporate prior amendments to the Plan, to update the Plan for applicable law changes (including the Setting Every Community Up for Retirement Enhancement Act of 2019 (the "SECURE Act"), and to make other miscellaneous changes to the Plan.

NOW, THEREFORE, **BE IT RESOLVED THAT**, pursuant to Article XI of the Plan, the governing body for the City of Gainesville hereby amend and restate the Plan in its entirely substantially in the form attached hereto, effective generally as of January 1, 2022.

BE IT FURTHER RESOLVED THAT, the Mayor, the Retirement Plan A Pension Board, and such other representatives of the City as may be appropriate are authorized and designated to execute any and all documents, letters, consents and other instruments necessary to effectuate the foregoing resolutions, including, without limitation, the execution of the Plan restatement described above.

BE IT FURTHER RESOLVED THAT, except as specifically amended hereby, the Plan shall remain in full force and effect.

Adopted this _____ day of __________________, 2021.

____

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, GEORGIA

PLAN A

As Amended and Restated
Effective as of
January 1, 2022

Plan Document Amended:	08-01-95	City Council Resolution BR-95-44
	08-06-96	City Council Resolution BR-96-41
	04-20-99	City Council Resolution BR-99-21
	05-20-03	City Council Resolution BR-2003-25
	10-21-03	City Council Resolution BR-2003-60
	09-21-04	City Council Resolution BR-2004-49
	11-16-04	City Council Resolution BR-2004-63
	03-17-05	City Council Resolution BR-2005-13
	05-16-06	City Council Resolution BR-2006-22
	05-16-06	City Council Resolution BR-2006-23
	07-01-06	City Council Resolution BR-2006-29
	11-07-06	City Council Resolution BR-2006-49
	12-19-06	City Council Resolution BR-2006-62
	06-17-08	City Council Resolution BR-2008-39
	01-06-09	City Council Resolution BR-2009-04
	07-05-11	City Council Resolution BR-2011-18
	10-18-11	City Council Resolution BR-2011-27
	10-18-11	City Council Resolution BR-2011-28
	12-06-11	City Council Resolution BR-2011-33
	12-06-11	City Council Resolution BR-2011-34
	12-17-13	City Council Resolution BR-2013-55
	04-01-14	City Council Resolution BR-2014-07
	09-02-14	City Council Resolution BR-2014-31
	09-02-14	City Council Resolution BR-2014-32
	10-20-15	City Council Resolution BR-2015-53
	09-06-16	City Council Resolution BR-2016-37
	12-21-21	City Council Resolution BR-2021-59

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ARTICLE I

Purpose

In order to create a retirement fund for the payment of benefits to certain salaried employees of the City of Gainesville, Georgia, on February 24, 1941, the General Assembly of Georgia established the City of Gainesville, Georgia, Retirement System, known effective July 1, 1994, as Retirement Plan A (the "Plan"). The Plan has been subsequently amended by ordinances from time to time.

The City Council has decided to amend and restate the Plan, as set forth herein, effective as of January 1, 2022 (the "Effective Date") (unless a different effective date is stipulated by a particular provision), to make clarifying and desirable revisions to facilitate the administration of the Plan.

The Plan and Trust are intended to meet the requirements of Sections 401(a) and 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), as applied to a governmental plan (as defined in Code Section 414(d)).

Except as otherwise specifically provided in this Plan, the provisions of this Plan shall apply only to an Employee who terminates employment on or after the Effective Date. The benefit payable to or on behalf of a Participant included under the Plan in accordance with the following provisions shall not be affected by the terms of any amendment to the Plan adopted after such Participant's employment terminates, unless the amendment expressly provides otherwise.

The amendments to the Plan contained herein continue the Plan as originally established and set forth in the provisions of the Charter of the City of Gainesville. The Charter of the City of Gainesville was amended, effective July 1, 1994, to authorize the continuation of the Plan, but will no longer contain the provisions of the Plan. Instead, by separate ordinance the City of Gainesville is authorizing the restatement of the Plan under the terms contained herein.

There is no intention in amending the Plan to adversely affect, modify, or eliminate any pension benefits previously accrued or payable under the Plan before the Effective Date of this amendment, and all such benefits are preserved, whether or not such benefits are specifically set forth in the Plan, as amended. To the extent that any such pension benefits are not described in the Plan, as amended, reference is to be made to those provisions of the Charter of the City of Gainesville, prior to its amendment on July 1, 1994, which provided for such pension benefits.

ARTICLE II

Definitions

Words and phrases appearing in this Plan shall have the respective meanings set forth in this Article, unless the context clearly indicates to the contrary.

2.01 **Accrued Benefit**: The amount that would be payable at Normal Retirement Date, determined in accordance with Section 5.01, considering the Participant's Average Monthly Compensation and Credited Service, not to exceed thirty-three (33) years, at the date of determination.

2.02 **Actuarial (or Actuarially) Equivalent:** Equality in the value of the aggregate amount expected to be received under different forms of payment, based on the 1984 Unisex Pension Mortality Table, with interest at eight percent (8%) per annum.

2.03 **Actuary:** The individual enrolled actuary or firm of one or more enrolled actuaries selected by the Employer, with the advice of the Pension Board, to provide actuarial services in connection with the administration of the Plan.

2.04 **Average Monthly Compensation:** The arithmetic average of the total Compensation of a Participant during the sixty (60) consecutive completed months of Credited Service in which Compensation was the highest subject to the following:

(a) For a Participant who terminates employment and is reemployed by the Employer, the period(s) prior to and following such break(s)-in-service shall be considered consecutive.

(b) In the case of a Participant who has not completed sixty (60) such consecutive months at date of determination, Average Monthly Compensation shall be determined by averaging the completed months of Compensation received by such Participant from the Employer during his entire period of Credited Service.

2.05 **Beneficiary:** The person, persons, entity or entities designated by (1) a Participant or (2) an Eligible Spouse, pursuant to the provisions of Section 6.02, or (3) operation of the Plan pursuant to Section 6.07 to receive any benefits payable under the Plan as a result of the Participant's or Eligible Spouse's, as applicable, death.

2.06 **Board (or Pension Board):** The persons appointed pursuant to Article VIII to administer the Plan and the Fund in accordance with said Article.

2.07 **Code:** The Internal Revenue Code of 1986 and amendments thereto.

2.08 **Compensation**: The remuneration paid, during the period considered as Credited Service, to a Participant by the Employer for personal services as defined by Code Section 3401(a), as reported as wages on the Participant's Federal Income Tax Withholding statement (Form W-2), plus any deferrals made by the Participant pursuant to Code Section 125, 402(g)(3), 401(k), 414(h) or 457. In determining the limit on a Participant's Compensation under Code Section 401(a)(17) (the "Compensation Limitation"), the following rules shall apply:

(a) Compensation Limitation for an Eligible Participant: Notwithstanding the preceding, in no event shall Compensation for the twelve (12) month period used to determine Average Monthly Compensation for an "Eligible Participant" exceed the greater of (1) $235,840 or (2) effective January 1, 1996, $200,000, as increased in accordance with Treasury Department regulations (under Code Section 401(a)(17)) to reflect cost-of-living adjustments. For purposes of this Section 2.08(a), an Eligible Participant is an Employee who first became a Participant in the Plan during a Plan Year beginning before January 1, 1996.

(b) Compensation Limitation for a Non-Eligible Participant: Notwithstanding the preceding, in no event shall Compensation for the twelve (12) month period used to determine Average Monthly Compensation for a "Non-Eligible Participant" exceed the dollar limitation determined pursuant to Code Section 401(a)(17). For purposes of this Section 2.08(b), a Non-Eligible Participant is an Employee who first becomes a Participant in the Plan during a Plan Year beginning on or after January 1, 1996.

(c) Cost-of-Living Adjustments for the Compensation Limitations: For all purposes of this Plan, the Compensation Limitation shall be increased automatically as permitted by Treasury Department regulations to reflect cost-of-living adjustments. As a result of such an adjustment, the Compensation Limitation in effect on January 1 of a calendar year shall be effective for the twelve (12) month period, used to determine a Participant's Average Monthly Compensation, beginning in the calendar year and shall apply only to a Participant's Compensation for that twelve (12) month period and Compensation for any prior year shall be subject to the applicable Compensation Limitation in effect for that prior year.

(d) Severance Payments: For all purposes of the Plan, effective July 1, 2007, Compensation shall not include any amounts paid to the Employee after 2 ½ months after the end of the calendar year in which the Employee has a severance from employment. Amounts paid within 2 ½ months after the end of the Plan Year in which the Employee has a severance from employment that represent leave cash-outs, nonqualified deferred compensation or payments for regular compensation for services during the Employee's period of employment that would have been paid to the Employee prior to severance from employment if the Employee had continued in employment with the Employer, shall be included. Compensation shall not include any amounts paid at any time after severance from employment if the amounts constitute severance pay or parachute payments, which are payments other than leave cash-outs, nonqualified deferred compensation, or for regular compensation for services during the Employee’s period of employment that would have been paid to the Employee prior to severance from employment.

2.09 **Credited Service**: The period of an Employee's employment considered in accordance with Section 3.03 in the determination of the amount of benefits payable to or on behalf of the Employee.

2.10 **Disability**: A physical or mental condition, which totally and presumably permanently prevents a Participant from engaging in any gainful employment. For the determination of an occupational disability, the Participant must submit evidence of eligibility for Worker’s Compensation as a result of the Disability. For the determination of a non-occupational disability, the Participant must submit evidence of receipt of a Social Security Disability Insurance Benefit under the Social Security Act; provided, however, if a Participant is not covered by Social Security, either through the Employer or through any other employer, the Pension Board shall determine his Disability in accordance with the provisions of the following:

(a) Whenever such a Participant not covered by Social Security files an application for a Disability Retirement Pension with the Pension Board, the Participant shall submit therewith a signed certificate from a licensed practicing physician of Georgia certifying to the Disability of such Participant. Promptly thereafter, the Pension Board shall order the Participant to be examined by a second physician to be named by the Board who likewise shall certify the physical ability or disability of the Participant. The fees and expenses of such second physician shall be paid for by the Pension Board. In the event the certificates of the respective physicians generally agree upon Disability, such facts shall be conclusive as to the physical condition of the Participant and the Pension Board shall grant a Disability Retirement Pension in accordance with Section 4.05. In the event the certificates of the aforesaid physicians disagree as to whether the Participant is disabled, then under these circumstances that question shall be submitted to a third physician selected by the Pension Board. The medical opinion of the third physician, after examination of the Participant and consultation with the other two physicians, shall decide such question. The fees and expenses of the third physician shall be shared equally by the Participant and the Pension Board.

(b) Notwithstanding any other provision of this Section, no Participant shall qualify for a Disability Retirement Pension if the Pension Board determines that his Disability results from (i) self-addiction to alcohol or narcotics, (ii) an injury suffered while engaged in a felonious or criminal act or enterprise or (iii) service in the Armed Forces of the United States which entitles the Participant to a veteran's disability pension; but this provision shall not prevent the Participant from qualifying for a Pension under another provision of the Plan.

(c) The Pension Board may adopt such rules as it deems necessary to administer the provisions of this Section 2.10 and such rules shall be applied uniformly and consistently to all Participants in similar circumstances.

2.11 **Early Retirement Date:** The date upon which the Participant has both terminated employment and completed twenty (20) or more years of Eligibility Service, but less than that amount of Eligibility Service required to reach Normal Retirement Age.

2.12 **Effective Date:** Effective Date means July 1, 1994, the original effective date of the Plan Document. The Effective Date of the Plan as amended and restated herein, is January 1, 2022, unless otherwise specifically provided.

2.13 **Eligibility Service:** The period of an Employee's employment considered in accordance with Section 3.02 in the determination of his eligibility for benefits under the Plan pursuant to the provisions of Article IV and his vested percentage pursuant to the provisions of Section 5.04.

2.14 **Eligible Spouse:** The person to whom the Participant is legally married under the laws of the State of Georgia for at least one (1) year prior to death. Spouse shall not include domestic partners or other similar relationships that are not denominated as marriage.

2.15 **Employee:** Any person who, on or after the Effective Date, performs a service for the benefit of the Employer, who is not covered by Social Security through the Employer, and who is eligible to participate in the Plan pursuant to Article III. The City Manager of the City of Gainesville, Georgia, shall be eligible to participate in this Plan at his discretion.

For new Employees hired on and after July 1, 2008, Employees shall be classified according to the following positions:

General Employee - shall mean any person who is employed by the Employer as a full-time Employee in a job other than as a Public Safety Employee.

Public Safety Employee - shall mean any person who is employed by the Employer as a Peace Officer or Firefighter. Peace Officer shall mean a full-time employee whose job description meets the definition of the Official Code of Georgia for Peace Officer as identified in Chapter 35.8.2(8)(A) and whose job description requires that they obtain certification as a Peace Officer through the Georgia Peace Officers Standards and Training Council Act as identified in the Official Code of Georgia Chapter 35.8-8 et.seq. as a condition of continued employment. Firefighter shall mean a full-time employee whose job description meets the definition of State Certified Firefighter as identified by the Georgia Firefighter Standards & Training Council and whose job description requires that they obtain certification as a Firefighter through the Georgia Firefighter Standards & Training Council as a condition of continued employment.

The classification of “full-time employee” status shall mean employed in a position, which is utilized on a continuing, year round basis for 40 or more hours per week, or at a minimum, 32 hours per week.

2.16 **Employer:** City of Gainesville, Georgia.

2.17 **Ineligible Employee:** Any person who performs a service for the Employer, who is covered by Social Security through the Employer.

2.18 **Normal Retirement Age:**

(a) For Employees hired before July 1, 2008 - The earlier of a Participant's (i) attainment of age sixty (60) or (ii) completion of twenty-five (25) years of Eligibility Service; provided, however, for an Employee who becomes a Participant in the Plan on or after his fifty-fifth (55th) birthday, such Employee's Normal Retirement Age shall be his age on the fifth (5th) anniversary of his date of participation.

(b) For Employees hired on and after July 1, 2008 –

(i) General Employees – The Participant's attainment of age sixty (60) and ten (10) years of Eligibility Service.

(ii) Public Safety Employees – The earlier of a Participant's (A) attainment of age sixty (60) and completion of ten (10) years of Eligibility Service or (B) attainment of age fifty (50) and completion of twenty-five (25) years of Eligibility Service.

2.19 **Normal Retirement Date:** The date upon which a participant reaches his Normal Retirement Age.

2.20 **Participant**: An Employee participating in the Plan in accordance with the provisions of Section 3.01, including former Employees who are entitled to or are receiving a Pension under the Plan.

2.21 **Participant Contributions**: Mandatory contributions made by the Participant in accordance with Section 7.02.

2.22 **Pension:** A series of monthly amounts which are payable to a person who is entitled to receive benefits under the Plan.

2.23 **Plan:** City of Gainesville, Georgia, Retirement Plan A, the Plan set forth herein, as amended from time to time.

2.24 **Plan Year (or Year):** The twelve (12) month period commencing on July 1 and ending on June 30.

2.25 **Retirement**: Termination of employment for reasons other than death after a Participant has fulfilled all requirements for a Normal, Delayed, Disability or Early Retirement Pension. Retirement shall be considered as commencing on the day immediately following a Participant's last day of employment.

2.26 **Single Life Income**: The monthly benefit payable over the lifetime of the Participant. Upon the Participant's death, there shall be no survivor benefits paid, except as provided in Section 6.04.

2.27 **Spouse**: The person to whom the Participant is legally married under the laws of the applicable state or foreign domestic relations laws. Spouse shall not include domestic partners or other similar relationships that are not denominated as marriage.

2.28 **Trust (or Trust Fund):** The fund known as the City of Gainesville, Georgia, Employees' Retirement Trust (also known as "Fund A"), maintained in accordance with the terms of the trust agreement or custodial agreement, as applicable and as may be amended from time to time, which constitutes a part of the Plan.

2.29 **Trustee/Custodian:** The corporate trustee or custodian appointed by the Pension Board pursuant to Section 7.03 of the Plan to administer the Trust.

ARTICLE III

Participation and Service

3.01 **Participation:** An Employee who was included under the prior provisions of the Plan as of the Effective Date shall continue to participate in accordance with the provisions of this amended and restated Plan. Any other Employee shall become a Participant as of his employment date with the Employer, and shall make Participant Contributions to the Plan. After a termination of employment, a rehired Employee's subsequent participation in the Plan shall be subject to the provisions of Section 3.04. Notwithstanding the foregoing, the following individuals will not be eligible to participate in the Plan:

(a) Any individual who is an Employee solely by means of being a "leased employee" under Section 414(n)(2) of the Code.

(b) Temporary, casual, and part-time Employees.

(c) Independent Contractors.

For the purposes of the Plan, a leased employee under Section 414(n)(2) is any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Code Section 414(n)(6) on a substantially full-time basis for a period of at least one (1) year, and such services are performed under the primary direction or control by the recipient.

3.02 **Eligibility Service**: A Participant's eligibility for benefits under the Plan pursuant to the provisions of Article IV and his vested percentage pursuant to the provisions of Section 5.04 shall be based upon his Eligibility Service. Subject to the provisions of Sections 3.04 and 3.05, a Participant's Eligibility Service shall be equal to his length of employment with the Employer, both as an Employee and as an Ineligible Employee including any period of absence for activated military service from his date of employment to his date of Retirement, death, or other termination of employment. Subject to the provisions of Section 3.04, a Participant's total Eligibility Service shall be determined by aggregating all individual periods of Eligibility Service, whether or not completed consecutively.

Notwithstanding the preceding, any Employee who was not eligible to join the Plan for periods prior to January 1, 1988, because his date of employment with the Employer was on or after his attainment of the age of fifty-five (55) and who completes an hour of service with the Employer on or after January 1, 1988, shall receive Eligibility Service for such period of employment.

Notwithstanding the preceding, any Employee who is a Participant in the Plan, and who voluntarily elected to convert accrued sick and reserve sick bank leave toward retirement credit effective January 1, 2012, shall at retirement first receive credit toward Eligibility Service to reduce years of service or age related penalty or to reach early retirement eligibility, with any remaining balance subsequently applied toward years of Credited Service which will add to and increase a Participant's total period of Credited Service. Any such credit for converted accrued sick and reserve sick bank leave use for Eligibility Service may not be used to increase a Participant's total period of Credited Service.

3.03 **<u>Credited Service:</u>** The amount of a Participant's Pension benefits under the Plan shall be based upon his Credited Service. Subject to the provisions of Sections 3.04 and 3.05 and 7.02, a Participant's Credited Service shall be equal to his length of employment with the Employer as an Employee from his date of employment to his date of Retirement, death, or other termination of employment. Credited Service shall not include a period of time in which an Employee failed to make Participant Contributions to the Plan except for periods of unpaid leave of less than twelve 12 continuous months. Subject to the provisions of Section 3.04, a Participant's total Credited Service shall be determined by aggregating all individual periods of Credited Service, whether or not completed consecutively.

Notwithstanding the preceding, for any Employee who was not eligible to join the Plan for periods prior to January 1, 1988, because his date of employment with the Employer was on or after his attainment of the age of fifty-five (55) and who completes an hour of service with the Employer on or after January 1, 1988, the following provisions shall apply:

(a) he shall not receive Credited Service for such period of employment;

(b) he shall not be required or permitted to make Participant Contributions to the Plan for such period of employment prior to January 1, 1988; and

(c) his Compensation prior to January 1, 1988 shall not be considered in computing any Pension which may be payable under the Plan to him or on his behalf.

Notwithstanding the preceding, any Employee who is a Participant in the Plan, and who voluntarily elected to convert accrued sick and reserve sick bank leave toward retirement credit effective January 1, 2012, shall at retirement first receive credit toward Eligibility Service to reduce years of service or age related penalty or to reach early retirement eligibility, with any remaining balance subsequently applied toward years of Credited Service which will add to and increase a Participant's total period of Credited Service. Any such credit for converted accrued sick and reserve sick bank leave use for Eligibility Service may not be used to increase a Participant's total period of Credited Service.

3.04 **Participation and Service Upon Reemployment**: Upon the reemployment of an Employee after termination of employment, the following rules shall apply:

(a) Participation: Upon the reemployment of an Employee, he shall become a Participant in the Plan as of his reemployment date, and shall make Participant Contributions to the Plan.

(b) Eligibility Service: Upon the reemployment of an Employee, any Eligibility Service attributable to his prior period of employment shall not be canceled and shall be reinstated as of the date of his reparticipation; provided, however, if a Participant has received a refund of his Participant Contributions, either prior to or on or after July 1, 1994, in accordance with the provisions of Section 4.04, 4.05 or 4.06 and returns to employment with the Employer as an Employee on or after July 1, 1994, any Eligibility Service attributable to such Participant Contributions shall be canceled, unless the Participant repays the amount of the refund plus "Interest", for the period of time such funds were not in the plan, in order to restore his Eligibility Service attributable to such Participant Contributions. Such repayment must be made within the one (1) year period following the Employee's date of reemployment. For purposes of this Section 3.04(b), Interest shall mean the rate as determined periodically by the Pension Board (which currently is the absolute return objective determined by the Pension Board at the time of the Employee's reemployment).

(c) Credited Service: Upon the reemployment of an Employee, any Credited Service attributable to his prior period of employment shall not be canceled and shall be reinstated as of the date of his reparticipation; provided, however, if a Participant has received a refund of his Participant Contributions in accordance with the provisions of Section 4.04, 4.05 or 4.06 and returns to employment with the Employer as an Employee, any Credited Service attributable to such Participant Contributions shall be canceled unless the Participant repays the amount of the refund plus "Interest", for the period of time such funds were not in the plan, in order to restore his Credited Service attributable to such Participant Contributions. Such repayment must be made within the one (1) year period following the Employee's date of reemployment. For purposes of this Section 3.04(c), Interest shall mean the rate as determined periodically by the Pension Board.

(d) Repayment of Fund. Any amounts the reemployed Participant repays to the Plan to restore Eligibility and Credited Service shall be treated as after-tax contributions unless such amounts are directly transferred from another qualified plan, an IRA, a governmental 457(b) plan or a 403(b) plan.

(e) Reemployment on and after July 1, 2008:

If an Employee's reemployment occurs on or after July 1, 2008 and the Employee received a refund of his Participant Contributions at the time of his termination, if the Participant makes a repayment to the Plan, in accordance with subsections (a) through (c) of this Section, any Eligibility Service and Credited Service earned prior to July 1, 2008 that is reinstated in accordance with this Section shall be used to determine the Employee's Accrued Benefit based on the benefit formula in effect.

If an Employee's reemployment occurs on or after July 1, 2008 and the Employee did not elect a refund of his Participant Contributions at the time of his termination, his Accrued Benefit earned prior to his earlier termination of employment shall be frozen as of that termination date. The Participant's Accrued Benefit earned after reemployment with the Employer on or after July 1, 2008 shall be determined based on the benefit formula in effect as of his reemployment date. The Participant shall be entitled to the total of the combined benefit amounts attributable to the two periods of employment.

(f) If an Employee's termination of employment is due to the expiration of short-term disability benefits from the Employer and the Employee is rehired and returns to work for the Employer within 12 months of his initial termination of employment date, the Employee shall be allowed to participate in this Plan as though no separation of employment occurred, for the purpose of determining the criteria for his eligibility for benefits and the amount of benefits payable under the Plan. This paragraph shall apply only if the employee did not elect a refund of his Participant contributions and provided the employee had completed ten (10) or more years of Eligibility Service at the time of the disability.

3.05 Change in Job or Salary Status: In the case of an Employee's transfer to the status of Ineligible Employee, the following rules shall apply while he is an Ineligible Employee:

(a) If the Employee has not attained his Normal Retirement Age as of the date of transfer to the status of Ineligible Employee,

(i) he shall continue to receive Eligibility Service while an Ineligible Employee, but not Credited Service;

(ii) he shall cease to have any right to make Participant Contributions to the Plan;

(iii) he shall not be entitled to receive a refund of his mandatory Participant Contributions (whether after-tax or Employer Pick-Up Contributions);

(iv) he shall not be entitled to receive any Pension payments until actual Retirement or other termination of employment.

(b) If the Employee has attained his Normal Retirement Age as of the date of transfer to the status of Ineligible Employee,

(i) he shall cease to have any right to make Participant Contributions to the Plan;

(ii) he shall not be entitled to receive any Pension payments until actual Retirement; and

(iii) any Pension payable to him or on his behalf upon his subsequent Retirement or death shall be calculated based upon his Average Monthly Compensation and Credited Service up to the date of transfer, with the resulting Pension increased to its Actuarial Equivalent at his actual Retirement date or death.

(c) In the case of an Ineligible Employee's transfer to the status of an Employee, the following rules shall apply:

(i) he shall receive only Eligibility Service while an Ineligible Employee, but both Credited Service and Eligibility Service while an Employee;

(ii) he shall not be required or permitted to make Participant Contributions to the Plan during his period of employment as an Ineligible Employee;

(iii) his Compensation as an Ineligible Employee shall not be considered in computing any Pension which may be payable to him or on his behalf under the Plan; and

(iv) he shall not be entitled to receive any Pension payments until actual Retirement or other termination of employment.

(v) if the Employee had previously been an eligible Employee before becoming an Ineligible Employee and transfers back to the status of Eligible Employee on or after July 1, 2008, the Participant's Accrued Benefit prior to his transfer back to the status of Eligible Employee shall be frozen as of the date he transfers to the status as an Ineligible Employee. The Participant's Accrued Benefit earned after his transfer back to status as an eligible Employee, shall be determined based upon the benefit formula in effect as of his date of transfer back to the status of eligible Employee. The Participant shall be entitled to the total of the combined benefit amounts attributable to the two periods of time in which he had the status of eligible Employee.

(vi) if the Employee had previously been an Ineligible Employee before becoming an eligible Employee, then the following rules shall apply, subject to the reemployment and transfer rules set forth in Sections 3.04(e) and 3.05(c):

(A) such individual shall become a Participant in the Plan under Section 3.01 as of the date he becomes an eligible Employee;

(B) if the individual becomes an eligible Employee before July 1, 2008, the individual's Normal Retirement Age shall be determined in accordance with Section 2.18(a) and the individual's Accrued Benefit shall be determined based on the Normal Retirement Pension formula set forth in Section 5.01(a).

(C) if the individual becomes an eligible Employee on or after July 1, 2008, the individual's Normal Retirement Age shall be determined in accordance with Section 2.18(b) and the individual's Accrued Benefit shall be determined based upon the Normal Retirement Pension formula set forth in Section 5.01(b).

3.06 <u>Transfers Between General Employee Status and Public Safety Status</u>

In the event an Employee transfers job classifications for the Employer, all the Employee's years of Eligibility Service shall be combined for the purpose of determining the Employee's eligibility for pension benefits, as set forth in Article IV. For the purpose of determining the amount of the Employee's pension, as set forth in Article V, the benefit shall be determined in separate components and added together, as follows:

(a) the benefit amount based on the Credited Service earned as a General Employee, plus

(b) the benefit amount attributable to the Credited Service earned as a Public Safety Employee.

<u>ARTICLE IV</u>

Requirements for Retirement Benefits

4.01 **<u>Normal Retirement:</u>** A Participant shall be eligible for a Normal Retirement Pension if his employment is terminated on the date he attains his Normal Retirement Age. Payment of a Normal Retirement Pension shall commence as of the first day of the month coinciding with or next following the date of Retirement.

4.02 **<u>Delayed Retirement:</u>** Subject to the provisions of Section 6.05, if a Participant continues in the Employer's employ after his Normal Retirement Date, his participation in the Plan shall continue, but no Pension payments shall be made during the period of continued employment. Payment of a Delayed Retirement Pension shall commence on the first day of the month coinciding with or next following the Participant's actual Retirement.

4.03 **<u>Early Retirement:</u>** A Participant shall be eligible for an Early Retirement Pension if his employment is terminated on or after his Early Retirement Date and prior to his

Normal Retirement Date. Payment of an Early Retirement Pension shall commence on the first day of the month coinciding with or next following the Participant's Normal Retirement Date. However, if such a retired Participant requests the Board to authorize the commencement of his Early Retirement Pension as of his Early Retirement Date, his Pension shall commence on the first day of the month coinciding with or next following his Early Retirement Date, but the amount thereof shall be reduced as provided in Section 5.03.

4.04 **Deferred Vested Termination**: A Participant shall be eligible for a Deferred Vested Pension in accordance with the provisions of Section 5.04 if his employment is terminated before Retirement and after he has completed ten (10) or more years of Eligibility Service and he elects to leave his Participant Contributions in the Plan. Payment of a Deferred Vested Pension shall commence as of the first day of the calendar month coinciding with or immediately following the date the Participant attains Normal Retirement Age; provided however, subject to the provisions of Section 3.04, a Participant who elects to receive a refund of his Participant Contributions as of the date of his termination of employment or any subsequent date prior to the commencement of his Deferred Vested Pension, shall forfeit his rights to such Pension.

4.05 **Disability Retirement:**

(a) Eligibility for Disability Retirement.

(i) For Disability Occurring Before July 1, 2008: A Participant shall be eligible for a Disability Retirement Pension if his employment is terminated prior to his Normal Retirement Date by reason of Disability after he has completed at least one (1) year of Credited Service. Payment of a Disability Retirement Pension shall commence as of the first day of the month following the date the Participant terminates employment due to Disability.

(ii) For Participants Terminating on and after July 1, 2008 as a result of a Disability:

(A) Occupational Disability - A Participant shall be eligible for a Occupational Disability Retirement Pension if his employment is terminated prior to his Normal Retirement Date by reason of Disability sustained in the performance of his duties as an Employee, after he has completed at least one (1) year of Credited Service. Payment of an Occupational Disability Retirement Pension shall commence as of the first day of the month following the date the Participant terminates employment due to Disability.

(B) Non-Occupational Disability - A Participant shall be eligible for a Non-Occupational Disability Retirement Pension if his employment is terminated prior to his Normal Retirement Date by reason of a non-occupational Disability, after he has completed at least ten (10) years of Credited Service. Payment of a Non-Occupational Disability Retirement Pension shall commence as of the first day of the month following the date the Participant terminates employment due to Disability.

(b) The Pension Board shall have the right at intervals of not less than one year, prior to a Participant's Normal Retirement Date, to require proof of continuing Disability, such as to require the Participant to submit proof of receipt of Social Security Disability Benefits or, in absence of that, to require an examination of any Participant receiving a Disability Retirement Pension; provided, however, for purposes of this Section 4.05, a Participant's Normal Retirement Date shall be no earlier than his sixty-fifth (65th) birthday for General Employees and fifty-fifth (55^{th}) birthday for Public Safety Employees. In the event such Participant is found not to be suffering from a Disability, the Pension Board shall, after hearing evidence thereon and giving the Participant opportunity to be heard, discontinue such Participant's Disability Retirement Pension. In the event such Participant receiving a Disability Retirement Pension refuses to submit to a physical examination after thirty (30) days notice to report for such examination or to supply proof of continuing Disability, the Pension Board shall discontinue payments of the Disability Retirement Pension until he submits to such examination or supplies such proof, and the Participant shall be deemed to have forfeited his Pension during the time of refusal.

(c) Following certification that a Participant's Disability has ceased, in accordance with the foregoing provisions of the preceding paragraph, the following rules shall apply:

(i) Such Participant shall not be prevented from qualifying for a Pension under another provision of the Plan based only upon his Eligibility Service, Credited Service and Compensation prior to his Disability Retirement if he does not reemploy following cessation of his Disability;

(ii) Any such Participant shall not receive Eligibility Service or Credited Service for his period of Disability and any Pension payments received during his Disability period shall be disregarded; and

(iii) If such Participant had completed at least ten (10), but less than twenty (20) years of Eligibility Service as of his Disability Retirement, he shall be entitled to elect to receive a lump sum payment equal to the difference, if any, between the amount of his Participant Contributions as of his Disability Retirement and the amount of Disability Retirement Pension payments he received.

4.06 **Termination Prior to being Vested:** A Participant who terminates Employment prior to the completion of ten (10) years of Eligibility service and prior to Retirement shall be entitled to a refund of his Participant Contributions in accordance with the provisions of Section 5.06.

4.07 Commencement of Benefits:

(a) Notwithstanding any other provision of the Plan to the contrary, distributions from the Plan shall conform with a good faith interpretation of Code Section 401(a)(9) and the regulations thereunder as applicable to governmental plans within the meaning of Code Section 414(d) and shall be implemented in accordance with the grandfathering provisions of such regulations applicable to annuity option distributions in effect on April 17, 2002. These distribution requirements override any distribution options or provisions elsewhere in the Plan that are inconsistent with these requirements and are incorporated by reference herein.

(b) Benefits must begin by the later of April 1 of the calendar year following the calendar year in which the Participant reaches age 72 (or 70½ if the Participant attained age 70½ before January 1, 2020) or April 1 of the calendar year in which the Participant retires. If a Participant fails to apply for retirement benefits by the Required Beginning Date, the Plan shall begin distribution of the benefit as required by Code Section 401(a)(9).

(c) The Participant's entire interest must be distributed, over the Participant's life or the lives of the Participant and a designated Beneficiary, or over a period not extending beyond the life expectancy of the Participant or the life expectancy of the Participant and his designated Beneficiary. The life expectancy of a Participant, the Participant's spouse or the Participant's designated Beneficiary may not be recalculated after the initial determination for purposes of determining benefits.

(d) If a Participant dies after the required distribution of benefits has begun, the remaining portion of the Participant's interest must be distributed at least as rapidly as under the method of distribution before the Participant's death and no longer than the remaining period over which the distribution commenced. If a Participant dies before required distribution of the Participant 's benefits has begun the Participant's entire interest must be either distributed in accordance with federal regulations over the life or the life expectancy of the designated Beneficiary, with the distributions beginning no later than December 31 of the calendar year immediately following the calendar year of the Participant's death or distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(e) The death and disability benefits provided by the Plan are limited by the incidental benefit rule set forth in Code Section 401(a)(9)(G) of the Internal Revenue Code and Treasury Regulations Section 1.401(b)(1)(i) or any successor regulation thereto.

ARTICLE V

Amount of Retirement Benefits

5.01 Normal Retirement Pension:

(a) For Employees hired before July 1, 2008: Subject to the provisions of Section 5.07, the monthly amount of the Normal Retirement Pension on a Single Life Income basis shall equal three percent (3.0%) of the Participant's Average Monthly Compensation multiplied by his Credited Service not to exceed thirty-three (33) years.

(b) For Employees hired on and after July 1, 2008 – Subject to the provisions of Section 5.07, the monthly amount of the Normal Retirement Pension on a Single Life Income basis shall equal two and one-half percent (2.5%) of the Participant's Average Monthly Compensation multiplied by his Credited Service not to exceed thirty-three (33) years.

5.02 Delayed Retirement Pension: A Participant who retires after his Normal Retirement Date shall be entitled to a monthly Delayed Retirement Pension on a Single Life Income basis, subject to the provisions of Section 5.07, equal to the monthly Pension computed in accordance with section 5.01 based upon the Participant's Credited Service, not to exceed thirty-three (33) years, and Average Monthly Compensation at his actual Retirement date.

5.03 Early Retirement Pension: Subject to the provisions of Section 5.07, the monthly amount of the Early Retirement Pension on a Single Life Income basis payable at the Participant's Early Retirement Date shall be equal to his Accrued Benefit reduced as follows:

(a) For Employees hired prior to July 1, 2008: If payment of an Early Retirement Pension commences prior to the Participant's Normal Retirement Date, the amount of the Pension shall be reduced by two percent (2%) for each year (adjusted proportionately for fractions of a year) that the Pension commencement date precedes the Participant's Normal Retirement Date; provided, however, notwithstanding Section 3.04, (1) if a Participant received a refund of his Participant Contributions, in accordance with the provisions of Section 4.04, 4.05, or 4.06, prior to July 1, 1994, and (2) has returned to employment with the Employer as an Employee prior to July 1, 1994, and (3) has failed to repay the amount of the refund plus interest in accordance with Section 3.04 (c), the amount of the Pension shall instead be reduced to its Actuarial Equivalent as of the Pension commencement date.

(b) For Employees hired on and after July 1, 2008: If payment of an Early Retirement Pension commences prior to the Participant's Normal Retirement Date, the amount of the Pension shall be reduced by one and sixty-five hundredths percent (1.65%) for each year (adjusted proportionately for fractions of a year) that the Pension commencement date precedes the Participant's Normal Retirement Date.

Notwithstanding the foregoing, in the event a Participant has achieved the requirements for an Early Retirement Pension as defined in Section 2.11, the Participant’s benefit cannot be reduced to less than forty percent (40%) of the Participant’s Accrued Benefit.

5.04 **Deferred Vested Pension:** Subject to the provisions of Section 5.07, the monthly amount of the Deferred Vested Pension on a Single Life Income basis, commencing as of the first day of the month coinciding with or immediately following the date the Participant attains Normal Retirement Age, in accordance with Section 4.04, shall be equal to a percentage of the Participant's Accrued Benefit at termination of employment. Such percentage shall be based on the Participant's years of Credited Service, in accordance with the following schedule:

Years of Credited Service	Vested Percentage
Less than 10	0%
10 or more	100%

5.05 **Disability Retirement Pension**:

(a) For Disability Occurring before July 1, 2008: Subject to the provisions of Section 5.07, the monthly amount of the Disability Retirement Pension on a Single Life Income basis payable as of the first day of the month following the date the Participant terminates employment due to Disability, in accordance with Section 4.05, shall be equal to the greater of the amounts determined under Subparagraphs (i) or (ii) as follows:

(i) The Participant's Accrued Benefit at Disability Retirement, unreduced for early commencement; or

(ii) An amount equal to fifty percent (50%) of his Average Monthly Compensation as of his termination of employment due to Disability.

(b) For Occupational Disability Occurring on and after July 1, 2008: Subject to the provisions of Section 5.07, the monthly amount of the Disability Retirement Pension on a Single Life Income basis payable as of the first day of the month following the date the Participant terminates employment due to Disability, in accordance with Section 4.05, shall be equal to the greater of the amounts determined under Subparagraphs (i) or (ii) as follows:

(i) The Participant's Accrued Benefit at Disability Retirement, unreduced for early commencement; or

(ii) An amount equal to fifty percent (50%) of his Average Monthly Compensation as of his termination of employment due to Disability.

(c) For Non-occupational Disability Occurring on and after July 1, 2008: Subject to the provisions of Section 5.07, the monthly amount of the Disability Retirement Pension on a Single Life Income basis payable as of the first day of the month following the date the Participant terminates employment due to Disability, in accordance with Section 4.05, shall be equal to the Participant's Accrued Benefit at Disability Retirement, unreduced for early commencement.

5.06 Non-Vested Termination Benefit: The amount of a cash distribution payable in a single lump sum to a Participant who terminates employment prior to the completion of ten (10) years of Eligibility Service and prior to Retirement shall be equal to his Participant Contributions as of the date of his termination of employment. Such distribution shall be made to the Participant as soon as practical following his termination of employment.

5.07 Maximum Pensions:

(a) Anything contained in the Plan to the contrary notwithstanding, a Pension computed under Article V shall be limited to the Maximum Permissible Amount under Code Section 415(b) and the regulations thereunder, as applicable to a governmental plan (as defined in Code Section 414(d)), which are hereby incorporated by reference.

(b) As used in this Section, the terms have the following meaning:

(1) Compensation means, for purposes of applying the limitations of Code Section 415 and for no other purpose, a Participant's wages as defined in Code Section 3401(a) (wages subject to income tax withholding at the source) but without regard to exceptions contained in Code Section 3401(a) for wages based on the nature or location of the employment or the services performed. For Limitation Years beginning on or after December 31, 1997, for purposes of applying the limitations of Code Section 415, compensation shall include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k) and 457(b). For Limitation Years beginning after December 31, 2000, compensation will also include any elective amounts that are not includible in the Participant's gross income by reason of Code Section 132(f) (related to qualified transportation plans).

(A) For Limitation Years beginning on and after January 1, 2007, compensation for the Limitation Year will also include compensation paid by the later of 2½ months after the Participant's severance from employment or the end of the Limitation Year that includes the date of the Participant's severance from employment if:

(i) the payment is regular compensation for services during the Participant's regular working hours or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments and absent a severance from employment, the payment would have been paid to the Participant while he or she continued in employment with the Employer; or

(ii) the payment is for unused accrued bona fide sick, vacation, or other leave that the Participant would have been able to use if employment had continued.

(B) Compensation also includes back pay, within the meaning of Treasury Regulation Section 1.415 (c)-2(g)(8) for the Limitation Year to which the back pay relates, to the extent the back pay represents wages and compensation that would otherwise be included in the definition.

(c) In no event shall a Participant's Annual Benefit payable in any Limitation Year from the Plan be greater than the limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and regulations thereunder. If the form of benefit without regard to the automatic benefit increases feature is not a straight life annuity, then the preceding sentence is applied by reducing the Code Section 415(b) limit applicable at the annuity starting date to an actuarially equivalent amount (determined using the assumption specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the death benefit under the form of benefit.

(d) Effective for distributions in Limitation Years beginning after December 31, 2003, the determination of actuarial equivalence for Non-Annuity Benefit Forms shall be made in accordance with the following:

(1) For Limitation Years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (A) the interest rate and the mortality table (or other tabular factor) specified in this title for adjusting benefits in the same form; and (B) a 5 percent interest rate assumption and the Applicable Mortality Table defined herein for that annuity starting date.

(2) For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of (A) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting

date as the Participant's form of benefit; and (B) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5 percent interest rate assumption and the Applicable Mortality Table defined in Section 2.02 of the Plan for that annuity starting date.

5.08 **Lump Sum Distribution for Vested Participants:** Notwithstanding any provision in the Plan to the contrary, a Participant, who has otherwise qualified for a Normal Retirement Pension, Delayed Retirement Pension, Early Retirement Pension or a Deferred Vested Pension, may elect to take a single lump sum distribution equal to his Participant Contributions as of the date of his termination of employment in lieu of receiving the applicable monthly pension benefit. In such case, the Participant shall not be entitled to any other benefit under the Plan any funds contributed to the Plan by the City or investment gains shall remain in the Plan.

ARTICLE VI

Manner of Payment and Other Benefits

6.01 **Optional Form of Benefit Payments:** By filing a written election with the Pension Board prior to the date Pension payments commence, a Participant who has a Spouse and who is entitled to a Normal, Delayed or Early Retirement Pension or a Deferred Vested Pension may elect to receive a Pension payable in accordance with a "Joint and Survivor Option' in an Actuarially Equivalent amount, in lieu of the Pension to which he may otherwise become entitled.

Under the Joint and Survivor Option, such a Participant who has a Spouse may elect to receive a reduced Pension payable during the joint lives of the Participant and his Spouse so that, following the death of the Participant, payment of the Pension in an amount equal to one-hundred, seventy-five or fifty percent (100, 75 or 50 %) (as elected by the Participant) of the Participant's reduced Pension shall continue to be made to his Spouse, if surviving, with the last payment to be made as of the first day of the month in which the death of his Spouse occurs.

Effective January 1, 2012, at the time of his retirement, a Participant who chooses a Joint & Survivor Option will be covered by a "Pop Up" provision. This "Pop Up" provision, upon the death of a designated Spouse prior to the Participant's death, will cause the Participant's benefit to revert to the Normal, Delayed, or Early retirement benefit chosen at the time of retirement, with no reduction for the Joint & Survivor Option. The cost of this "Pop Up" provision is included in Joint & Survivor Option and will not result in any increase in the reduction of the Participant and Spouse's benefits. It shall be the responsibility of the Participant to notify the Plan in writing, through the City Administrative Services, of the death of a designated Spouse for the purposes of exercising the "Pop Up" provision. Notification shall include a death certificate. Effective as of the first day of the month following the death of the designated Spouse, the pension benefit will revert from the amount the Participant was receiving under the Joint & Survivor Option to the amount he would have been entitled to on a Single Life Income basis. However, if the Participant fails to furnish the Plan with proper proof of the designated Spouse's death within a one (1) year period of such death, then said increase shall not become effective until the first day of the month following the date such proof is submitted. The pension payment will be recalculated and adjusted during the next regular payment cycle after notification requirements have been met. If the designated Spouse predeceases the Participant, all payments will cease upon the death of the Participant and no further benefits will accrue to his estate or beneficiaries.

Except as provided in Section 6.02(b), the election by a Participant of this Joint and Survivor Option shall be null and void if either the Participant or his Spouse should die prior to the receipt of the first Pension payment. After Pension payments have commenced, no future elections or revocations of this optional form shall be permitted. Notwithstanding the preceding sentence, in the limited circumstances of a same-sex married Participant who was legally married prior to the date of his or her retirement and commenced Pension payments prior to June 26, 2015, a one-time, thirty (30) day window will be offered for the same-sex married Participant to retroactively elect the Joint and Survivor Option, in a time and manner prescribed by the Pension Board. By filing a written election with the Pension Board, such same-sex married Participant may elect the Joint and Survivor Option, with such election to be retroactively effective to the Participant's retirement date. Any same-sex married Participant making the retroactive Joint and Survivor Option election must repay the Plan for any overpayments of benefits the Participant received as a result of the change in the form of the retired Participant's benefit payments, as determined by the Actuary. Any retroactive election of the Joint and Survivor Option will be determined with the Joint and Survivor Option that was in place at the time of the Participant's retirement, such that same-sex married Participants who retired prior to October 18, 2011 will not be covered by the "Pop Up" provision and will instead receive a benefit awarded using the pre-"Pop Up" mortality tables.

The Pension Board may, at its discretion, direct the Custodian to pay all Participants' Normal, Delayed or Early Retirement Pension or Delayed Vested Pension in a single lump-sum distribution, if the lump-sum Actuarial Equivalent of the Participant's interest in his vested Accrued Benefit is not greater that $5,000. Provided, however, effective July 1, 2006, no distribution shall be made from the Plan without consent of the Participant.

6.02 **Death Before Retirement or Termination:** Upon the death of a Participant before termination of employment, any benefits payable shall be determined in accordance with the following:

(a) In the event that the Participant dies before termination of employment and after he has completed at least ten (10), but less than twenty-five (25) years of Eligibility Service, or after he has attained his Normal Retirement Age and has less than twenty-five (25) years of Eligibility Service, his Eligible Spouse shall receive a Pension for life. Such Pension shall be equal to fifty percent (50%) of the Pension calculated pursuant to the provisions of Section 5.01, based upon the Participant's Average Monthly Compensation and Credited Service as of the date of his death; provided, however, if the Actuarial Equivalent lump sum value of such Pension payable to the Eligible Spouse is less than the aggregate amount of the Participant Contributions as of the date of the Participant's death, then the monthly Pension payable to the Eligible Spouse shall be equal to the amount of such Participant Contributions converted to an Actuarially Equivalent monthly lifetime Pension for the Eligible Spouse. The Eligible Spouse's Pension shall commence as of the first day of the month coinciding with or next following the Participant's death and shall continue for the Eligible Spouse's lifetime.

(b) In the event that the Participant dies before termination of employment and after he has completed at least twenty-five (25) years of Eligibility Service, his Eligible Spouse shall receive a Pension for life. Such Pension shall be equal to the amount the Eligible Spouse would have been entitled to receive had the Participant retired on the date immediately preceding death and commenced to receive a Normal or Delayed Retirement Pension, whichever is applicable, under either Section 5.01 or 5.02 and the one hundred percent (100%) Joint and Survivor Option provisions of Section 6.01. Such Pension shall be based upon the Participant's Average Monthly Compensation and Credited Service, not to exceed thirty-three (33) years, as of the date of his death; provided, however, if the Actuarial Equivalent lump sum value of such Pension payable to the Eligible Spouse is less than the aggregate amount of the Participant Contributions as of the date of the Participant's death, then the monthly Pension payable to the Eligible Spouse shall be equal to the amount of such Participant Contributions converted to an Actuarially Equivalent monthly lifetime Pension for the Eligible Spouse. The Eligible Spouse's Pension shall commence as of the first day of the month coinciding with or next following the Participant's death and shall continue for the Eligible Spouse's lifetime.

(c) Should an Eligible Spouse entitled to a Pension under Section 6.02(a) or 6.02(b) die without having received Pension payments totaling a sum at least equal to the amount of the Participant Contributions as of the date of the Participant's death, then the difference between the amount of such Participant Contributions and the amount of Pension payments received by the Eligible Spouse shall be paid to the Eligible Spouse's Beneficiary. Such amount shall be paid to the Beneficiary as soon as practical following the Eligible Spouse's death. The Beneficiary shall elect to receive such an amount either in regular monthly installments in the same amount the Eligible Spouse was receiving (with an adjustment to the last payment to equal the balance to be paid) or in a single lump sum; provided, however, if the Beneficiary is not a natural person, such amount shall be paid in a single lump sum.

(d) If a Participant who has no Eligible Spouse or who has not completed at least ten (10) years of Eligibility Service or attained his Normal Retirement Age should die before termination of employment, his Beneficiary shall be entitled to a refund of his Participant Contributions as of the date of his death payable in a single lump sum. Payment to the Beneficiary shall be made as soon as practical following the Participant's death.

6.03 **Death After Termination of Employment and Before Pension Payments Commence:** If a Participant who has terminated employment with entitlement to a Deferred Vested Pension and who has not forfeited his rights to such Pension, pursuant to the provisions of Section 4.04, dies before Pension payments commence, his Beneficiary shall receive a refund of the Participant Contributions as of the date of his death. Such refund, payable in a single lump sum, shall be made as soon as practical following the Participant's death.

6.04 **Death After Pension Payments Commence:** Should a retired Participant die after Pension payments commence on a Single Life Income basis without having received Pension payments totaling a sum at least equal to the amount of his Participant Contributions as of the date of his death, then the difference between the amount of such Participant Contributions and the amount of Pension payments received by the Participant shall be paid to his Beneficiary as soon as practical following the Participant's death. The Beneficiary shall elect to receive such amount either in regular monthly installments in the same amount as the Participant was receiving (with an adjustment to the last payment to equal the balance to be paid) or in a single lump sum; provided, however, if the Beneficiary is not a natural person, such amount shall be paid in a lump sum.

Should a retired Participant and his Spouse die after Pension payments commence in the form of a Joint and Survivor Option under Section 6.01 without having received Pension payments totaling the amount of Participant Contributions as of the date of the Participant's death, then the difference between the amount of such Participant Contributions and the amount of Pension payments received shall be paid to the Beneficiary of the last to die of the Participant and his Spouse. Such amount shall be paid to such Beneficiary as soon as practical following the death of the survivor. The Beneficiary shall elect to receive such amount either in regular monthly installments in the same amount the survivor was receiving (with an adjustment to the last payment to equal the balance to be paid) or in a single lump sum; provided, however, if such Beneficiary is not a natural person, such amount shall be paid in a lump sum.

6.05 **Reemployment After Pension Payments Commence:** If, prior to Normal Retirement Date and after Pension payments have commenced, a Participant returns to employment with the Employer as an Employee or as an Ineligible Employee, Pension payments shall cease and the Pension payable upon the Participant's subsequent Retirement or death shall be reduced by the Actuarial Equivalent of any Pension payments he received prior to his Normal Retirement Date. If a former Participant who is receiving a Pension hereunder is reemployed as an Employee or as an Ineligible Employee on or after his Normal Retirement Date, Pension payments shall cease; provided, however, subject to the provisions of Section 5.07, upon the Participant's subsequent Retirement or death any Pension payable to him or on his behalf shall be equal to the Pension he was receiving upon his reemployment, plus the greater of (a) the Pension he was receiving upon his reemployment increased from the date of the last Pension payment to its Actuarial Equivalent as of the subsequent Pension commencement date, or (b) any additional Pension accrued under the provisions of Section 5.02 during his reemployment.

Notwithstanding the above, if a Participant who is receiving a Pension under the Plan returns to work for the Employer at least six months after Pension payments commence, in a part-time status in a Non Plan A position, such Participant shall not be required to cease payment of his Pension. Such part-time employment shall not be counted as Eligibility Service under the Plan and such Participant shall accrue no further benefits under the Plan during such part-time employment.

6.06 **Nonalienation of Benefits:** Except with respect to federal and/or state income tax, benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, execution, or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments or for property settlement for the support of a spouse or former spouse or for any other relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Pension Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder. The Plan does not honor domestic relations orders.

6.07 **Designation of Beneficiary:** Designation of a Beneficiary or Beneficiaries under the Plan shall be governed by the following rules:

(a) Designation Procedure: Each Participant or Eligible Spouse or Spouse entitled to benefits pursuant to Section 6.02, 6.03, or 6.04 as applicable, from time to time may designate any person or persons (who may be designated primarily, contingently or successively and who may be an entity other than a natural person) as his Beneficiary or Beneficiaries to whom his Plan benefits are paid if he dies before receipt of all such benefits. Each Beneficiary designation shall be in the form prescribed by the Board. Each Beneficiary designation filed with the Board will cancel all Beneficiary designations previously filed with the Board. The revocation of a Beneficiary designation, no matter how effected, shall not require the consent of any designated Beneficiary. If a Participant becomes divorced from his spouse, any prior designation of such spouse as a Beneficiary shall be void as of the date of the divorce unless the Participant redesignates his former spouse as a Beneficiary after the date of his divorce.

(b) Lack of Designation: In the event that any Participant or former Participant or Eligible Spouse or Spouse entitled to benefits pursuant to Section 6.02, 6.03, or 6.04, as applicable, fails to designate a Beneficiary in the manner provided above, or if the Beneficiary designated by such deceased person dies before him or before complete distribution of the benefits such benefits shall be paid in accordance with the following order of priority:

(i) To the Participant's spouse, or if there be none surviving,

(ii) To the estate of the Participant, Beneficiary, Eligible Spouse or Spouse, as applicable.

(c) Nothing in this Section 6.07 shall be interpreted so as to require a benefit for such Beneficiary, except as set forth elsewhere in the Plan.

6.08 **State Law Forfeiture Provisions**: Notwithstanding any provision of the Plan to the contrary, the Plan shall be subject to the reduction and forfeiture provisions contained on O.C.G.A. Title 47, Chapter 1, Article 2 and benefits hereunder shall be reduced or forfeited in accordance with such provisions if and when applicable.

6.09 **Medical Insurance Coverage for Retirees**: Upon retirement, a Participant may elect, at the Participant's expense, to participate in the medical insurance program of the Employer by choosing such coverage as may be available to retirees at the time of his retirement, which may include Individual or Family coverage. The option for available coverage in the medical insurance plan and the type of such coverage must be made at the time of retirement. No coverage may be added after retirement, and any coverage which is dropped may not be reinstated. Notwithstanding the preceding sentence, in the limited circumstances of a same-sex married Participant who was legally married prior to the date of his or her retirement and prior to June 26, 2015, a one-time, thirty (30) day window will be offered for the same-sex married Participant to elect to change from Individual coverage to Family coverage, in a time and manner prescribed by the Employer.

Notwithstanding the provisions of Section 6.06, a retired Participant who is receiving a Pension as of July 1, 1994, or who is entitled to begin receiving a Pension under the provisions of Article IV and elects to participate in the medical insurance program of the Employer shall have his premiums for medical insurance deducted on a post–tax basis from his Pension.

Authorization for deduction of such premiums shall be made in accordance with Section 8.06. Any amounts deducted from the retired Participant's Pension pursuant to this Section 6.09 shall be transmitted by the Custodian to the Employer on behalf of such retiree for payment of his medical insurance premiums.

6.10 **Rollovers**:

(a) General Rule. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Participant's election under this Article, a Participant may elect, at the time and in the manner prescribed by the Employer, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Participant, in a direct rollover.

(b) Definitions.

(i) Eligible Rollover Distribution: 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 (A) 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 Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a specified period of ten (10) years or more; (B) any distribution to the extent such distribution is required under Code Section 401(a)(9); and (C) the portion of any distribution that is a hardship distribution under Code Section 401(k). A Participant may not elect a direct rollover with respect to an Eligible Rollover Distribution during the Plan Year that is less than $200. If the Distributee elects to have only a portion of an Eligible Rollover Distribution paid to an Eligible Retirement Plan, that portion must be equal to at least $500. Notwithstanding anything contained herein to the contrary, the portion of a distribution that is not includible in the gross income because it represents after-tax amounts shall constitute an Eligible Rollover Distribution, but before January 1, 2007, such portion may be transferred only to an individual retirement account or annuity in Code Section 408(a) or (b) or to a qualified defined contribution plan described in Code Section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of the distribution that is includible in gross income and the portion that is not so includible. Effective for distributions on and after January 1, 2007, after-tax amounts also may be rolled over to a defined benefit plan described in Code Section 401(a) or an annuity described in Code Section 403(b), provided in either case that the recipient agrees to separately account for amounts so transferred, including separately accounting for the portion of the distribution that is includible in gross income and the portion that is not so includible.

(ii) Eligible Retirement Plan: An Eligible Retirement Plan is, in the case of an Eligible Rollover Distribution to the Participant or Participant's surviving spouse, an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), a qualified trust described in Code Section 401(a), an annuity contract described in Code Section 403(b) that accepts the Participant's Eligible Rollover Distribution and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision or agency or instrumentality of a state and which agrees to separately account for amounts transferred to such plan from this Plan, provided that such account, annuity, contract, plan or trust accepts the Distributee's Eligible Rollover Distribution. Effective as of January 1, 2008, "Eligible Retirement Plan" shall include a Roth IRA established under Section 408A of the Code.

Effective as of January 1, 2010, in the case of an Eligible Rollover distribution to a Beneficiary other than the Participant's surviving spouse, "Eligible Retirement Plan" shall mean (i) an individual retirement account described in Code Section 408(a), (ii) an individual retirement annuity described in Code Section 408(b), or (iii) as of January 1, 2008, a Roth IRA established under Code Section 408A, which shall be treated as an inherited IRA.

(iii) Distributee: A Distributee includes the Participant, former Participant, surviving spouse or effective January 1, 2010, a non-spouse Beneficiary of the Participant.

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

(c) Effective January 1, 2008, notwithstanding any other provisions of the Plan to the contrary, a nonspouse designated Beneficiary may rollover the distribution only 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.

6.11 Qualified Military Service:

(a) Definitions. For purposes of this Section, the following definitions shall apply:

(1) Differential Wage Payments mean any payments that are made by the Employer to a Participant for any period during which the Participant is performing Military Service for more than 30 days and represents all or part of the Compensation that the Participant would have received from the Employer if he or she were performing services for the Employer.

(2) Military Service means the period of a Participant's active duty for training and service in the Army, Navy, Air Force or Marines of the United States of America, the Army National Guard and the Air national Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.

(3) Qualified Military Service means Military Service during which the Participant is entitled to reemployment rights under Chapter 43 Title 38 of the United States Code.

(4) USERRA means the Uniform Service Employment and Reemployment Rights Act of 1994.

(d) USERRA. Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to Qualified Military Service will be provided in accordance with Code Section 414(u) and USERRA. Plan Participants who are reemployed in accordance with the requirements of USERRA shall be treated as not having a Break in Service during such Qualified Military Service and such periods of Qualified Military Service shall be counted for purposes of vesting and for benefit accrual, to the extent provided in Section 7.02(c) of the Plan.

(e) Death During Military Service. Effective January 1, 2007, if a Participant dies during a period of Qualified Military Service, the Participant shall be treated as having returned to employment with the Employer on the day before his death and died the next day for purposes of any survivor benefits including pre-retirement survivor benefits and any accelerated vesting. Such Participant shall receive service for vesting purposes for the period of Qualified Military Service but shall not receive Credited Service for benefit accrual during such period.

(f) Compensation. For purposes of this Section, a Participant's Compensation during the period of Qualified Military Service shall be treated as equivalent to the Compensation he or she would have received during such period but for the period of Qualified Military Service. Such determination shall be based on the rate of pay the Employee would have received during that time; provided however if the Compensation the Employee would have received is not reasonably certain, Compensation for this purpose shall equal the Employee's average compensation during the 12 month period immediately preceding the Qualified Military Service (or, if shorter, the period of employment immediately preceding the Qualified Military Service).

(g) Differential Wage Payments. If the Employer pays Differential Wage Payments to the Participant while on Qualified Military Leave, such payments shall be treated as Compensation under the Plan for purposes of benefit accrual and for purposes of Code Section 415 and Section 4.7 of the Plan.

ARTICLE VII

Plan Financing

7.01 Method of Funding: The City of Gainesville shall, through the City Council, appropriate from its funds and pay into the Trust Fund each pay period a sum of money equal to thirteen and two tenths percent (13.2%) of the total payroll cost for all Employees for such pay period.

It shall be the duty of the City Council of the City of Gainesville each year to cause a study by the Actuary and investigation of the Trust Fund to be made and a written report with respect thereto made to the Pension Board with specific recommendations for such changes as may be necessary. The Pension Board shall make such report a public record and available for inspection. If such report reveals that the appropriations herein provided are insufficient to maintain the Plan on a sound basis, it shall be the duty of the City Council to appropriate such additional sums as would be necessary to maintain the Trust Fund and the Plan on a sound financial basis. Should the Actuary find that a lesser appropriation by the aforesaid would maintain the Trust Fund on a sound financial basis, then the City of Gainesville is authorized, upon approval of the Pension Board, to decrease its

contribution to the percentage of such total payroll found by the Actuary to be sufficient to maintain the Plan and Trust Fund on such financial basis.
Whenever additional benefits are recommended, the Pension Board will first determine the requirement for additional funding, if any, and shall recommend the method of obtaining the funding as part of the overall additional benefits recommendation. No additional benefits shall be provided for which funding, if applicable, is not designated by the City Council at the time benefits are approved.

Forfeitures arising under this Plan because of severance of employment before a Participant becomes eligible for a Pension, or for any other reason, shall be applied to reduce the cost of the Plan and not to increase the benefits otherwise payable to Participants.

7.02 Participant Contributions:

(a) After-tax Contributions. Effective prior to July 1, 2006, the Employer, each pay period, levied upon the Compensation of each and every Employee on an after-tax basis, an assessment of the percentage of Compensation as provided in prior Plan documents, which assessment was deducted from the Compensation of each Employee by the Chief Financial Services Officer or other officer in charge of the payment of such Compensation.

(b) Employer pick-up contributions. Effective on and after July 1, 2006, the Employer shall contribute to the Plan, as of each pay period on behalf of and to the credit of each Plan Participant, a mandatory pre-tax Participant Contribution of thirteen and two tenths of one percent (13.2%) of Compensation. These Employer Pick-Up Contributions are mandatory and no Participant shall be entitled under any circumstances to receive such contributions in cash in lieu of having them contributed to the Trust by the Employer in accordance with the preceding sentence. Such contributions shall be made pursuant to Section 414(h) of the Code and shall be treated as Employer contributions in determining their federal income tax treatment under the Code. Employer Pick-Up Contributions made on behalf of Plan Participants shall be included in the Compensation of such individuals when determining their Accrued Benefit and except as otherwise provided above, such contributions shall be considered Participant Contributions and 100% vested for all purposes under the Plan.

(c) Military Leave. Employer contributions required under Section 7.01 and Participant Contributions required under this Section 7.02 on behalf of activated military personnel who return to work with the City after qualified military service under the Uniform Services Employment and Reemployment Rights Act ("USERRA") shall be postponed until the affected Employee returns to active, full time City employment. The Employee shall be provided with the opportunity to deposit the applicable percentage(s) of Compensation that would have been afforded him during any period of absence due to active military duty. Any such make-up Participant Contributions shall be made by the Employee during a period which does not exceed the lesser of three (3) times the Employee's period of absence for military service or five (5) years, and which begins on the later of (a) the

Employee's date of reemployment and (b) the date that the Employer notifies the Employee of the right to make make-up contributions under this Section 7.02. Upon deposit of these funds, the City will provide an in-kind contribution equal to that of the Employee. Provided, however, that the first twelve (12) consecutive months, or any portion thereof, of activated military leave periods shall be considered Credited Service for the Employee with no requirement for make up contributions for that period of time. If the Employee elects not to make up Participant contributions the employee shall receive credit only for Eligibility Service for the period of time out on active military duty until the time the employee returns to active, full time City employment.

7.03 **Assets of Trust Fund:** All contributions made by the Employer and all Participant Contributions under this Plan shall be deposited in the Trust Fund. The Chief Financial Services Officer of the City of Gainesville shall be the custodian of the funds and shall keep such funds separate and apart from other funds of the City of Gainesville until deposited with the Custodian into the Trust Fund A. Except as otherwise provided in Section 7.01, all assets of the Trust Fund, including investment income, shall be retained for the exclusive benefit of Participants and their Beneficiaries, and shall be used to pay benefits to such persons and shall not revert to or inure to the benefit of the Employer. All administrative expenses, actuarial fees and costs incurred by the Trust Fund shall be paid out of the Trust Fund.

7.04 **Investments:** The Pension Board shall select and enter into a contract with one or more investment managers for the investment and general financial management of the Trust Fund. The Pension Board shall have the power and authority to establish the investment powers and limitations of the investment manager(s). Such powers and limitations shall be included in the contract with the investment manager(s) or in an amendment thereto, and such contract and all amendments thereto shall first be approved by the City Council of the City of Gainesville, by proper resolution before becoming effective as a contract.

ARTICLE VIII

Administration

8.01 **Appointment of Pension Board:** The general administration and responsibility for the proper operation of the Plan, and for making effective the provisions of the Plan is hereby vested in a Pension Board consisting of seven (7) members. Said seven (7) members shall pass upon all applications and all business pertaining to the Plan and all rights and privileges of the Participants and Beneficiaries hereunder.

(a) Composition of Board: The composition of the said Board shall be as follows:

(i) One member from the Employees of the Police Department of the Employer.

(ii) One member from the Employees of the Fire Department of the Employer.

(iii) One member from the Employees of the Public Utilities Department of the Employer.

(iv) One member from all other Employees of the Employer which excludes Fire, Police and Public Utilities Department employees.

(v) One member to be at large from all Employees of the Employer.

(vi) One member to be at large from all retired Employees receiving a Pension from the Plan.

(vii) One member shall be the City Clerk by virtue of office.

(b) Election of Members: Each and every Participant who is qualified shall be entitled to vote in an election for a Pension Board member to represent them in the membership as enumerated in Subparagraph (a) of this Section 8.01. All persons who are qualified to vote at said election shall be notified in person or by writing five (5) days in advance by the Retirement Manager. The Pension Board shall establish procedures for the conduct of elections with provisions for, but not limited to, absentee voting and establishment of voting hours. The Retirement Manager shall preside at the election of said member and a majority of those voting shall elect.

The term of office of each of said Board members, except the City Clerk, shall commence on the first Monday after his election and continue for a period of four (4) years, and until his successor shall be elected and qualified. An election shall be held, in the manner hereinbefore described, at the expiration of the term of office of each Board member, except the City Clerk, for the purpose of electing his successor; and election for each member, except the City Clerk, shall be compulsory every two (2) years.

(c) The following individuals, or their designees, shall serve as ex-officio members and shall have voice but not vote at Board meetings.

(i) City Manager (or his designee)

(ii) Chief Financial Services Officer

(iii) Administrative Services Director

(iv) Any member of City staff that the Board shall designate, due to the nature of their responsibilities as they relate to the administration of the Plan, with the term of such designation to be at the discretion of the Board.

(d) Compensation: All members of the Pension Board shall serve without compensation.

8.02 Claims Procedure: The Pension Board shall make all determinations as to the right of any person to a benefit. If any application for payment of a benefit under the Plan shall be denied, the Pension Board shall notify the claimant within ninety (90) days (forty-five (45) days in the case of a disability claim) after receipt of the claim except as provided herein, setting forth the specific reason therefor and afford such claimant a reasonable opportunity for a full and fair review of the decision denying his claim. The Pension Board under special circumstances is permitted an additional 90 days (sixty (60) days in the case of a disability claim) in which to notify the Participant of its decision provided that the Pension Board gives written notification to the Participant within the original determination period indicating the reason for the extension and the date when it expects to render a decision. For a disability claim, the Pension Board shall also provide an explanation of any additional information needed from the Participant and allowance of an additional forty-five (45) days for the Participant to provide this additional information. Notice of such denial shall set forth, in addition to the specific reasons for the denial, reference to pertinent provisions of the Plan, such additional information as may be relevant to denial of the claim, an explanation of the claims review procedure and advice that such claimant may request the opportunity to review pertinent Plan documents and submit a statement of issues and comments. For a Disability claim, the notice will include the guideline(s) used in reviewing the claim (or a statement that guidelines were relied upon in reviewing the claim and that the Participant can obtain a copy of these guidelines free of charge), and an explanation of the clinical judgment used in reviewing the claim (or a statement that the Participant can obtain this explanation free of charge). A request for review must be filed by the Participant within sixty (60) days (one hundred eighty (180) days in the case of a disability claim) following notice of denial of his claim. Upon request for a review of such denial, the Pension Board shall take appropriate steps to review its decision in light of any further information or comments submitted by such claimant. The Pension Board may, in its discretion, hold a hearing at which such claimant shall be entitled to present the basis of his claim for review and at which he may be represented by counsel. The Pension Board shall render a decision within sixty (60) days (forty-five (45) days in the case of a disability claim) after the claimant's request for review (which may be extended to 120 days {ninety (90) days in the case of a disability claim} if circumstances so require) and shall advise the claimant in writing of its decision on such review, specifying its reasons therefor and identifying appropriate provisions of the Plan.

Any Participant dissatisfied with the action of the Board shall have the right of appeal to the Superior Court of Hall County, Georgia, within thirty (30) days from the date of such action by said Board, but said Participant shall defray all expenses of appeal from an action by said Board.

8.03 Other Pension Board Powers and Duties: The Board shall have such powers as may be necessary to discharge its duties hereunder, including, but not limited to the following:

(a) The exclusive right to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner, and time of payment of any benefits hereunder, such determinations to be final, binding and conclusive;

(b) To establish and maintain Credited Service records of all Participants in the Plan;

(c) To prescribe procedures to be followed by Participants or Beneficiaries filing applications for benefits;

(d) To prepare and distribute, in such manner as the Board determines to be appropriate, information explaining the Plan;

(e) To receive from the Employer and from Participants such information as shall be necessary for the proper administration of the Plan;

(f) To furnish the Employer, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(g) To receive and review the periodic evaluation of the Plan made by the Actuary;

(h) To appoint or employ individuals to assist in the administration of the Plan and the Trust Fund and any other agents it deems advisable, including actuarial, investment, and legal counsel;

(i) To periodically review and adopt job classification listings of Plan A positions based upon submissions made by the Human Resources Department; and

(j) To work with City Management, the Actuary, and the Board's investment consultant to consider cost-of-living adjustments, if any, for retirees as part of the annual budget process.

The Board shall have no power to add to or subtract from, or modify any of the terms of the Plan nor to change or add to any benefits provided by the Plan, nor to waive or fail to apply any requirement of eligibility for a Pension under the Plan.

8.04 **Rules and Decisions:** The Board may adopt such rules as it deems necessary, desirable or appropriate. All rules and decisions of the Board shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Board shall be entitled to rely upon the information furnished by a Participant or Beneficiary, the Employer, the legal counsel of the Employer or the Actuary.

8.05 **Board Procedures:** Subject to any rules adopted by the Pension Board, if the Pension Board shall operate in accordance with the following procedures:

(a) Vacancy: If a vacancy occurs in the office of Board member, an election shall be held for such unexpired term within thirty (30) days and in the same manner as the office was previously filled; provided, however, that during such vacancy the action of the five (5) remaining members of the Board shall be binding in all business which they may transact.

(b) Attendance: Attendance of Board members at all Board meetings shall be compulsory. Any member who neglects the duties of his office may be removed by the Board.

(c) Oath: Each board member other than the City Clerk, shall before assuming the duties of his office, take an oath of office before the City Clerk, that so far as it devolves upon him he will diligently and honestly administer the affairs of the said Board, and that he will not knowingly or willfully violate or permit to be violated any of the provisions of the law applicable to the Plan. Such oath shall be subscribed to by the Board member making it, and certified by the said Clerk, and filed in the Clerk's office. A similar oath shall be made by the City Clerk before the mayor or other executive head of the City of Gainesville, which oath shall be subscribed to by the City Clerk before the mayor and other executive head of the city, and filed in the office of said mayor or other executive head of said City.

(d) Quorum: When the Board is composed of an even number of voting members, one-half of the number of Board Members plus one shall constitute a quorum. When the Board is composed of an odd number of voting members, one-half of the number of Board Members, rounded up, shall constitute a quorum. A quorum of said Pension Board shall be necessary for the transaction of any business or the conduct of any hearings before said Board.

(e) Majority Vote: A majority vote of the members of the Pension Board present shall be required for a motion to carry.

8.06 Authorization of Benefits Payments: Money shall be withdrawn from the Trust Fund only upon warrants executed by the person or persons selected by a majority of the Pension Board and in amounts authorized by a majority of the Pension Board members.

8.07 Application and Forms for Pension: The Board may require a Participant or Beneficiary to complete and file with the Board an application for a Pension, and all other forms approved by the Board, and to furnish all pertinent information requested by the Board. The Board may rely upon all such information so furnished it, including the Participant's or Beneficiary's current mailing address.

8.08 Facility of Payment: Whenever, in the opinion of the Board, a person entitled to receive any payment of a benefit or installment thereof hereunder is under a legal disability or is incapacitated in any way so as to be unable to manage his financial affairs, the Board may direct that any benefit due him, unless claim shall have been made for the benefit by a duly appointed legal representative, be paid to his spouse, a child, a parent or other blood relative or to a person with whom he resides. Any payment of a benefit or installment thereof made in accordance with the provisions of this Section shall be a complete discharge of any liability for the making of such payment under the provisions of the Plan.

ARTICLE IX

Miscellaneous

9.01 **Nonguarantee of Employment:** Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

9.02 **Rights to Fund Assets:** No Employee shall have any right to, or interest in, any assets of the Trust Fund upon termination of his employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee out of the assets of the Trust Fund. All payments of benefits as provided for in the Plan shall be made solely out of the assets of the Trust Fund.

9.03 **Governing Law:** The Plan shall be governed by Federal law to the extent applicable, and to the extent not applicable, by the laws of the State of Georgia, including the conformity to Federal law provisions in Article 6 of Title 47 of the Official Code of Georgia, O.C.G.A. Section 47-1-80 et seq. (which are hereby incorporated herein by reference), and the Public Retirement Systems Standards Law, O.C.G.A. Section 47-20-1 et seq. It is the intent of the City that this Plan be maintained as a qualified governmental pension plan under the applicable provisions of the Internal Revenue Code, and any ambiguities in the construction hereof shall be interpreted in order to effectuate such intent.

9.04 **Construction:** The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, and the singular may include the plural, unless the context clearly indicates to the contrary. The words "hereof, "herein', "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Plan, not to any particular provision or Section. Article and Section headings are included for convenience of reference and are not intended to add to, or subtract from the terms of the Plan.

9.05 **Vesting upon Normal Retirement:** Notwithstanding anything to the contrary in the Plan, a Participant's Accrued Benefit shall be 100% vested upon attainment of Normal Retirement Age.

9.06 **Corrections; Contributions Made in Error; Recovery of Mistaken Payments:** The Pension Board may correct errors and, so far as practicable, may adjust any benefit or credit or payment accordingly or take any other remedial action required or permitted to comply with any remedial or correction program promulgated by the Internal Revenue Service (IRS), including without limitation the Employee Plans Compliance Resolution System or any successor guidance, or otherwise provided pursuant to applicable law. In the event Employer contributions or Participant Contributions are made in error, the Pension Board shall refund such contributions to the Employer or Employee; provided however, the Pension Board and Employer may agree to treat Employer contributions made in error as a credit to be applied against the Employer's next contribution obligation. If the benefit paid to a Participant or Beneficiary under the Plan is determined by the Pension Board to be in excess of the amount of the benefit to which the Participant or Beneficiary may receive under the Code and/or the terms of the Plan (the "Overpayment"), the Pension Board shall take reasonable actions as it may consider necessary in order to recoup the Overpayment from the Participant or Beneficiary to whom the Overpayment was erroneously paid, including (i) requiring the Overpayment to be repaid to the Plan, (ii) reducing future benefits that are (or may be) payable to the Participant or Beneficiary under the Plan, (iii) using any combination of the methods described in (i) or (ii) above, and/or (iv) taking any other steps that the Pension Board considers necessary and appropriate to recoup the Overpayment to the extent permitted by applicable law and IRS guidance.

ARTICLE X

Termination

10.01 **Right to Terminate:** The Employer, through the City Council, may terminate the Plan at any time and may direct and require the Pension Board to liquidate the Trust Fund; provided the assets of the Trust Fund are sufficient to cover all benefit liabilities under the Plan. If the Plan is terminated at any time, the rights of each Participant to the benefits accrued to the date of termination shall be fully vested regardless of the Participant's age and years of Eligibility Service as of the date of termination of the Plan.

10.02 **Manner of Distribution:** Any distribution after termination of the Plan shall be made in the form of nontransferable annuity contracts or under any other method as recommended by the Pension Board to the City Council.

10.03 **Residual Amounts:** Upon termination of the Plan and notwithstanding any other provision of the Plan, if any, surplus assets remain after the satisfaction of all liabilities of the Plan and arising out of erroneous actuarial computation, then such surplus shall be allocated among the Participants actively employed on the Plan termination date in proportion to the Actuarial Equivalent value of their Accrued Benefits. For the purpose of this Section 10.03, the terms "liabilities" and "erroneous actuarial computation" shall be as defined in Treasury Regulations Section 1.401-2 or in any successor guidance.

10.04 **Full Vesting:** Upon termination of the Plan or upon complete discontinuance of contributions under the Plan, the rights of all Employees to benefits accrued to the date of such termination or discontinuance, to the extent then funded or the amounts credited to the employee's accounts are nonforfeitable.

ARTICLE XI

Amendments

The City Council reserves the right at any time and from time to time to amend the Plan. Any amendment to the Plan may be initiated by independent action of the City Council of the City of Gainesville or by recommendation from the Pension Board, but shall not be effective until approved by the City Council.

CITY OF GAINESVILLE, GEORGIA

PLAN A

As Amended and Restated
Effective as of
January 1, 2022~~01~~

Plan Document Amended:	08-01-95	City Council Resolution BR-95-44
	08-06-96	City Council Resolution BR-96-41
	04-20-99	City Council Resolution BR-99-21
	05-20-03	City Council Resolution BR-2003-25
	10-21-03	City Council Resolution BR-2003-60
	09-21-04	City Council Resolution BR-2004-49
	11-16-04	City Council Resolution BR-2004-63
	03-17-05	City Council Resolution BR-2005-13
	05-16-06	City Council Resolution BR-2006-22
	05-16-06	City Council Resolution BR-2006-23
	07-01-06	City Council Resolution BR-2006-29
	11-07-06	City Council Resolution BR-2006-49
	12-19-06	City Council Resolution BR-2006-62
	06-17-08	City Council Resolution BR-2008-39
	01-06-09	City Council Resolution BR-2009-04
	07-05-11	City Council Resolution BR-2011-18
	10-18-11	City Council Resolution BR-2011-27
	10-18-11	City Council Resolution BR-2011-28
	12-06-11	City Council Resolution BR-2011-33
	12-06-11	City Council Resolution BR-2011-34
	12-17-13	City Council Resolution BR-2013-55
	04-01-14	City Council Resolution BR-2014-07
	09-02-14	City Council Resolution BR-2014-31
	09-02-14	City Council Resolution BR-2014-32
	10-20-15	City Council Resolution BR-2015-53
	09-06-16	City Council Resolution BR-2016-37
	12-__-21	City Council Resolution BR-2021-__

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ARTICLE I

Purpose

In order to create a retirement fund for the payment of benefits to certain salaried employees of the City of Gainesville, Georgia, on February 24, 1941, the General Assembly of Georgia established the City of Gainesville, Georgia, Retirement System, known effective July 1, 1994, as Retirement Plan A (the "Plan"). The Plan has been subsequently amended by ordinances from time to time.

~~A trust maintained in accordance with the terms of the Trust Agreement, known as the City of Gainesville, Georgia, Employees' Retirement Trust Agreement (the "Trust"), was adopted by the City Council to carry out the funding of the Plan. The Trust forms a part of the Plan.~~

The City Council has decided to amend and restate the Plan, as set forth herein, effective as of ~~July 1, 1994~~January 1, 2022 (the "Effective Date") (unless a different effective date is stipulated by a particular provision), to make clarifying and desirable revisions to facilitate the administration of the Plan.

The Plan and Trust are intended to meet the requirements of Sections 401(a) and 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), as applied to a governmental plan (as defined in Code Section 414(d)).

Except as otherwise specifically provided in this Plan, the provisions of this Plan shall apply only to an Employee who terminates employment on or after the Effective Date. The benefit payable to or on behalf of a Participant included under the Plan in accordance with the following provisions shall not be affected by the terms of any amendment to the Plan adopted after such Participant's employment terminates, unless the amendment expressly provides otherwise.

The amendments to the Plan contained herein continue the Plan as originally established and set forth in the provisions of the Charter of the City of Gainesville. The Charter of the City of Gainesville ~~is being~~was amended, effective July 1, 1994, to authorize the continuation of the Plan, but will no longer contain the provisions of the Plan. Instead, by separate ordinance the City of Gainesville is authorizing the restatement of the Plan under the terms contained herein.

There is no intention in amending the Plan to adversely affect, modify, or eliminate any pension benefits previously accrued or payable under the Plan before the Effective Date of this amendment, and all such benefits are preserved, whether or not such benefits are specifically set forth in the Plan, as amended. To the extent that any such pension benefits are not described in the Plan, as amended, reference is to be made to those provisions of the Charter of the City of Gainesville, prior to its amendment on July 1, 1994, which provided for such pension benefits.

ARTICLE II

Definitions

Words and phrases appearing in this Plan shall have the respective meanings set forth in this Article, unless the context clearly indicates to the contrary.

2.01 **Accrued Benefit**: The amount that would be payable at Normal Retirement Date, determined in accordance with Section 5.01, considering the Participant's Average Monthly Compensation and Credited Service, not to exceed thirty-three (33) years, at the date of determination.

2.02 **Actuarial (or Actuarially) Equivalent:** Equality in the value of the aggregate amount expected to be received under different forms of payment, based on the 1984 Unisex Pension Mortality Table, with interest at eight percent (8%) per annum.

2.03 **Actuary:** The individual enrolled actuary or firm of one or more enrolled actuaries selected by the Employer, with the advice of the Pension Board, to provide actuarial services in connection with the administration of the Plan.

2.04 **Average Monthly Compensation:** The arithmetic average of the total Compensation of a Participant during the sixty (60) consecutive completed months of Credited Service in which Compensation was the highest subject to the following:

(a) For a Participant who terminates employment and is reemployed by the Employer, the period(s) prior to and following such break(s)-in-service shall be considered consecutive.

(b) In the case of a Participant who has not completed sixty (60) such consecutive months at date of determination, Average Monthly Compensation shall be determined by averaging the completed months of Compensation received by such Participant from the Employer during his entire period of Credited Service.

2.05 **Beneficiary:** The person, persons, entity or entities designated by (1) a Participant or (2) an Eligible Spouse, pursuant to the provisions of Section 6.02, or (3) operation of the Plan pursuant to Section 6.07 to receive any benefits payable under the Plan as a result of the Participant's or Eligible Spouse's, as applicable, death.

2.06 **Board (or Pension Board):** The persons appointed pursuant to Article VIII to administer the Plan and the Fund in accordance with said Article.

2.07 **Code:** The Internal Revenue Code of 1986 and amendments thereto.

2.08 **Compensation**: The remuneration paid, during the period considered as Credited Service, to a Participant by the Employer for personal services as defined by Code Section 3401(a), as reported as wages on the Participant's Federal Income Tax Withholding statement (Form W-2), plus any deferrals made by the Participant pursuant to Code Section 125, 402(g)(3), 401(k), 414(h) or 457. In determining the limit on a Participant's Compensation under Code Section 401(a)(17) (the "Compensation Limitation"), the following rules shall apply:

(a) Compensation Limitation for an Eligible Participant: Notwithstanding the preceding, in no event shall Compensation for the twelve (12) month period used to determine Average Monthly Compensation for an "Eligible Participant" exceed the greater of (1) $235,840 or (2) effective January 1, 1996, $200,000, as increased in accordance with Treasury Department regulations (under Code Section 401(a)(17)) to reflect cost-of-living adjustments. For purposes of this Section 2.08(a), an Eligible Participant is an Employee who first became a Participant in the Plan during a Plan Year beginning before January 1, 1996.

(b) Compensation Limitation for a Non-Eligible Participant: Notwithstanding the preceding, in no event shall Compensation for the twelve (12) month period used to determine Average Monthly Compensation for a "Non-Eligible Participant" exceed the dollar limitation determined pursuant to Code Section 401~~l~~(a)(17). For purposes of this Section 2.08(b), a Non-Eligible Participant is an Employee who first becomes a Participant in the Plan during a Plan Year beginning on or after January 1, 1996.

(c) Cost-of-Living Adjustments for the Compensation Limitations: For all purposes of this Plan, the Compensation Limitation shall be increased automatically as permitted by Treasury Department regulations to reflect cost-of-living adjustments. As a result of such an adjustment, the Compensation Limitation in effect on January 1 of a calendar year shall be effective for the twelve (12) month period, used to determine a Participant's Average Monthly Compensation, beginning in the calendar year and shall apply only to a Participant's Compensation for that twelve (12) month period and Compensation for any prior year shall be subject to the applicable Compensation Limitation in effect for that prior year.

(d) Severance Payments: For all purposes of the Plan, effective July 1, 2007, Compensation shall not include any amounts paid to the Employee after 2 ½ months after the end of the calendar year in which the Employee has a severance from employment. Amounts paid within 2 ½ months after the end of the Plan Year in which the Employee has a severance from employment that represent leave cash-outs, nonqualified deferred compensation or payments for regular compensation for services during the Employee's period of employment that would have been paid to the Employee prior to severance from employment if the Employee had continued in employment with the Employer, shall be included. Compensation shall not include any amounts paid at any time after severance from employment if the amounts constitute severance pay or parachute payments, which are payments other than leave cash-outs, nonqualified deferred compensation, or for regular compensation for services during the Employee's period of employment that would have been paid to the Employee prior to severance from employment.

2.09 **Credited Service**: The period of an Employee's employment considered in accordance with Section 3.03 in the determination of the amount of benefits payable to or on behalf of the Employee.

2.10 **Disability**: A physical or mental condition, which totally and presumably permanently prevents a Participant from engaging in any gainful employment. For the determination of an occupational disability, the Participant must submit evidence of eligibility for Worker's Compensation as a result of the Disability. For the determination of a non-occupational disability, the Participant must submit evidence of receipt of a Social Security Disability Insurance Benefit under the Social Security Act; provided, however, if a Participant is not covered by Social Security, either through the Employer or through any other employer, the Pension Board shall determine his Disability in accordance with the provisions of the following:

(a) Whenever such a Participant not covered by Social Security files an application for a Disability Retirement Pension with the Pension Board, the Participant shall submit therewith a signed certificate from a licensed practicing physician of Georgia certifying to the Disability of such Participant. Promptly thereafter, the Pension Board shall order the Participant to be examined by a second physician to be named by the Board who likewise shall certify the physical ability or disability of the Participant. The fees and expenses of such second physician shall be paid for by the Pension Board. In the event the certificates of the respective physicians generally agree upon Disability, such facts shall be conclusive as to the physical condition of the Participant and the Pension Board shall grant a Disability Retirement Pension in accordance with Section 4.05. In the event the certificates of the aforesaid physicians disagree as to whether the Participant is disabled, then under these circumstances that question shall be submitted to a third physician selected by the Pension Board. The medical opinion of the third physician, after examination of the Participant and consultation with the other two physicians, shall decide such question. The fees and expenses of the third physician shall be shared equally by the Participant and the Pension Board.

(b) Notwithstanding any other provision of this Section, no Participant shall qualify for a Disability Retirement Pension if the Pension Board determines that his Disability results from (i) self-addiction to alcohol or narcotics, (ii) an injury suffered while engaged in a felonious or criminal act or enterprise or (iii) service in the Armed Forces of the United States which entitles the Participant to a veteran's disability pension; but this provision shall not prevent the Participant from qualifying for a Pension under another provision of the Plan.

(c) The Pension Board may adopt such rules as it deems necessary to administer the provisions of this Section 2.10 and such rules shall be applied uniformly and consistently to all Participants in similar circumstances.

2.11 **Early Retirement Date:** The date upon which the Participant has both terminated employment and completed twenty (20) or more years of Eligibility Service, but less than that amount of Eligibility Service required to reach Normal Retirement Age.

2.12 **Effective Date:** Effective Date means July 1, 1994, the original effective date of the Plan Document. The Effective Date of the Plan as amended and restated herein, is January 1, ~~2001~~2022, unless otherwise specifically provided.

2.13 **Eligibility Service:** The period of an Employee's employment considered in accordance with Section 3.02 in the determination of his eligibility for benefits under the Plan pursuant to the provisions of Article IV and his vested percentage pursuant to the provisions of Section 5.04.

2.14 **Eligible Spouse:** The person to whom the Participant is legally married under the laws of the State of Georgia for at least one (1) year prior to death. Spouse shall not include domestic partners or other similar relationships that are not denominated as marriage.

2.15 **Employee:** Any person who, on or after the Effective Date, performs a service for the benefit of the Employer, who is not covered by Social Security through the Employer, and who is eligible to participate in the Plan pursuant to Article III. The City Manager of the City of Gainesville, Georgia, shall be eligible to participate in this Plan at his discretion.

For new Employees hired on and after July 1, 2008, Employees shall be classified according to the following positions:

General Employee - shall mean any person who is employed by the Employer as a full-time Employee in a job other than as a Public Safety Employee.

Public Safety Employee - shall mean any person who is employed by the Employer as a Peace Officer or Firefighter. Peace Officer shall mean a full-time employee whose job description meets the definition of the Official Code of Georgia for Peace Officer as identified in Chapter 35.8.2(8)(A) and whose job description requires that they obtain certification as a Peace Officer through the Georgia Peace Officers Standards and Training Council Act as identified in the Official Code of Georgia Chapter 35.8-8 et.seq. as a condition of continued employment. Firefighter shall mean a full-time employee whose job description meets the definition of State Certified Firefighter as identified by the Georgia Firefighter Standards & Training Council and whose job description requires that they obtain certification as a Firefighter through the Georgia Firefighter Standards & Training Council as a condition of continued employment.

The classification of “full-time employee” status shall mean employed in a position, which is utilized on a continuing, year round basis for 40 or more hours per week, or at a minimum, 32 hours per week.

2.16 **Employer:** City of Gainesville, Georgia.

2.17 **Ineligible Employee:** Any person who performs a service for the Employer, who is covered by Social Security through the Employer.

2.18 **Normal Retirement Age:**

(a) For Employees hired before July 1, 2008 - The earlier of a Participant's (i) attainment of age sixty (60) or (ii) completion of twenty-five (25) years of Eligibility Service; provided, however, for an Employee who becomes a Participant in the Plan on or after his fifty-fifth (55th) birthday, such Employee's Normal Retirement Age shall be his age on the fifth (5th) anniversary of his date of participation.

(b) For Employees hired on and after July 1, 2008 –

(i) General Employees – The earlier of a Participant's (A) attainment of age sixty~~-five~~ (6~~5~~0) and ten (10) years of Eligibility Service~~ or (B) attainment of age sixty (60) and completion of twenty-five (25) years of Eligibility Service~~.

(ii) Public Safety Employees – The earlier of a Participant's (A) attainment of age sixty~~-five~~ (60~~5~~) and completion of ten (10) years of Eligibility Service or (B) attainment of age fifty (50) and completion of twenty-five (25) years of Eligibility Service.

2.19 **Normal Retirement Date:** The date upon which a participant reaches his Normal Retirement Age.

2.20 **Participant**: An Employee participating in the Plan in accordance with the provisions of Section 3.01, including former Employees who are entitled to or are receiving a Pension under the Plan.

2.21 **Participant Contributions**: Mandatory contributions made by the Participant in accordance with Section 7.02.

2.22 **Pension:** A series of monthly amounts which are payable to a person who is entitled to receive benefits under the Plan.

2.23 **Plan:** City of Gainesville, Georgia, Retirement Plan A, the Plan set forth herein, as amended from time to time.

2.24 **Plan Year (or Year):** The twelve (12) month period commencing on July 1 and ending on June 30.

2.25 **Retirement**: Termination of employment for reasons other than death after a Participant has fulfilled all requirements for a Normal, Delayed, Disability or Early Retirement Pension. Retirement shall be considered as commencing on the day immediately following a Participant's last day of employment.

2.26 **Single Life Income**: The monthly benefit payable over the lifetime of the Participant. Upon the Participant's death, there shall be no survivor benefits paid, except as provided in Section 6.04.

2.27 **Spouse**: The person to whom the Participant is legally married under the laws of the applicable state or foreign domestic relations laws~~State of Georgia~~. Spouse shall not include domestic partners or other similar relationships that are not denominated as marriage.

2.28 **Trust (or Trust Fund):** The fund known as the City of Gainesville, Georgia, Employees' Retirement Trust (also known as "Fund A"), maintained in accordance with the terms of the trust agreement or custodial agreement, as applicable and as may be amended from time to time, which constitutes a part of the Plan.

2.29 **Trustee/Custodian:** The ~~Corporation~~ corporate trustee or custodian appointed by the Pension Board pursuant to Section ~~7.04~~7.03 of the Plan to administer the Trust.

ARTICLE III

Participation and Service

3.01 **Participation:** An Employee who was included under the prior provisions of the Plan as of the Effective Date shall continue to participate in accordance with the provisions of this amended and restated Plan. Any other Employee shall become a Participant as of his employment date with the Employer, and shall make Participant Contributions to the Plan. After a termination of employment, a rehired Employee's subsequent participation in the Plan shall be subject to the provisions of Section 3.04. Notwithstanding the foregoing, the following individuals will not be eligible to participate in the Plan:

(a) Any individual who is an Employee solely by means of being a "leased employee" under Section 414(n)(2) of the Code.

(b) Temporary, casual, and part-time Employees.

(c) Independent Contractors.

For the purposes of the Plan, a leased employee under Section 414(n)(2) is any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Code ~~§~~ Section 414(n)(6) on a substantially full-time basis for a period of at least one (1) year, and such services are performed under the primary direction or control by the recipient.

3.02 **Eligibility Service**: A Participant's eligibility for benefits under the Plan pursuant to the provisions of Article IV and his vested percentage pursuant to the provisions of Section 5.04 shall be based upon his Eligibility Service. Subject to the provisions of

Sections 3.04 and 3.05, a Participant's Eligibility Service shall be equal to his length of employment with the Employer, both as an Employee and as an Ineligible Employee including any period of absence for activated military service from his date of employment to his date of Retirement, death, or other termination of employment. Subject to the provisions of Section 3.04, a Participant's total Eligibility Service shall be determined by aggregating all individual periods of Eligibility Service, whether or not completed consecutively.

Notwithstanding the preceding, any Employee who was not eligible to join the Plan for periods prior to January 1, 1988, because his date of employment with the Employer was on or after his attainment of the age of fifty-five (55) and who completes an hour of service with the Employer on or after January 1, 1988, shall receive Eligibility Service for such period of employment.

Notwithstanding the preceding, any Employee who is a Participant in the Plan, and who voluntarily elected to convert accrued sick and reserve sick bank leave toward retirement credit effective January 1, 2012, shall at retirement first receive credit toward Eligibility Service to reduce years of service or age related penalty or to reach early retirement eligibility, with any remaining balance subsequently applied toward years of Credited Service which will add to and increase a Participant’s total period of Credited Service. Any such credit for converted accrued sick and reserve sick bank leave use for Eligibility Service may not be used to increase a Participant’s total period of Credited Service.

3.03 **Credited Service:** The amount of a Participant's Pension benefits under the Plan shall be based upon his Credited Service. Subject to the provisions of Sections 3.04 and 3.05 and 7.02, a Participant's Credited Service shall be equal to his length of employment with the Employer as an Employee from his date of employment to his date of Retirement, death, or other termination of employment. Credited Service shall not include a period of time in which an Employee failed to make Participant Contributions to the Plan except for periods of unpaid leave of less than twelve 12 continuous months. Subject to the provisions of Section 3.04, a Participant's total Credited Service shall be determined by aggregating all individual periods of Credited Service, whether or not completed consecutively.

Notwithstanding the preceding, for any Employee who was not eligible to join the Plan for periods prior to January 1, 1988, because his date of employment with the Employer was on or after his attainment of the age of fifty-five (55) and who completes an hour of service with the Employer on or after January 1, 1988, the following provisions shall apply:

(a) he shall not receive Credited Service for such period of employment;

(b) he shall not be required or permitted to make Participant Contributions to the Plan for such period of employment prior to January 1, 1988; and

(c) his Compensation prior to January 1, 1988 shall not be considered in computing any Pension which may be payable under the Plan to him or on his behalf.

Notwithstanding the preceding, any Employee who is a Participant in the Plan, and who voluntarily elected to convert accrued sick and reserve sick bank leave toward retirement credit effective January 1, 2012, shall at retirement first receive credit toward Eligibility Service to reduce years of service or age related penalty or to reach early retirement eligibility, with any remaining balance subsequently applied toward years of Credited Service which will add to and increase a Participant's total period of Credited Service. Any such credit for converted accrued sick and reserve sick bank leave use for Eligibility Service may not be used to increase a Participant's total period of Credited Service.

3.04 **Participation and Service Upon Reemployment**: Upon the reemployment of an Employee after termination of employment, the following rules shall apply:

(a) Participation: Upon the reemployment of an Employee, he shall become a Participant in the Plan as of his reemployment date, and shall make Participant Contributions to the Plan.

(b) Eligibility Service: Upon the reemployment of an Employee, any Eligibility Service attributable to his prior period of employment shall not be canceled and shall be reinstated as of the date of his reparticipation; provided, however, if a Participant has received a refund of his Participant Contributions, either prior to or on or after July 1, 1994, in accordance with the provisions of Section 4.04, 4.05 or 4.06 and returns to employment with the Employer as an Employee on or after July 1, 1994, any Eligibility Service attributable to such Participant Contributions shall be canceled, unless the Participant repays the amount of the refund plus "Interest", for the period of time such funds were not in the plan, in order to restore his Eligibility Service attributable to such Participant Contributions. Such repayment must be made within the one (1) year period following the Employee's date of reemployment. For purposes of this Section 3.04(b), Interest shall mean the rate as determined periodically by the Pension Board (which currently is the absolute return objective determined by the Pension Board at the time of the Employee's reemployment).

(c) Credited Service: Upon the reemployment of an Employee, any Credited Service attributable to his prior period of employment shall not be canceled and shall be reinstated as of the date of his reparticipation; provided, however, if a Participant has received a refund of his Participant Contributions in accordance with the provisions of Section 4.04, 4.05 or 4.06 and returns to employment with the Employer as an Employee, any Credited Service attributable to such Participant Contributions shall be canceled unless the Participant repays the amount of the refund plus "Interest", for the period of time such funds were not in the plan, in order to restore his Credited Service attributable to such Participant Contributions. Such repayment must be made within the one (1) year period following the Employee's date of reemployment. For purposes of this Section 3.04(c), Interest shall mean the rate as determined periodically by the Pension Board.

(d) Repayment of Fund. Any amounts the reemployed Participant repays to the Plan to restore Eligibility and Credited Service shall be treated as after-tax contributions unless such amounts are directly transferred from another qualified plan, an IRA, a governmental 457(b) plan or a 403(b) plan.

(e) Reemployment on and after July 1, 2008:

If an Employee's reemployment occurs on or after July 1, 2008 and the Employee received a refund of his Participant Contributions at the time of his termination, if the Participant makes a repayment to the Plan, in accordance with subsections (a) through (c) of this Section, any Eligibility Service and Credited Service earned prior to July 1, 2008 that is reinstated in accordance with this Section shall be used to determine the Employee's Accrued Benefit based on the benefit formula in effect.

If an Employee's reemployment occurs on or after July 1, 2008 and the Employee did not elect a refund of his Participant Contributions at the time of his termination, his Accrued Benefit earned prior to his earlier termination of employment shall be frozen as of that termination date. The Participant's Accrued Benefit earned after reemployment with the Employer on or after July 1, 2008 shall be determined based on the benefit formula in effect as of his reemployment date. The Participant shall be entitled to the total of the combined benefit amounts attributable to the two periods of employment.

(f) If an Employee's termination of employment is due to the expiration of short-term disability benefits from the Employer and the Employee is rehired and returns to work for the Employer within 12 months of his initial termination of employment date, the Employee shall be allowed to participate in this Plan as though no separation of employment occurred, for the purpose of determining the criteria for his eligibility for benefits and the amount of benefits payable under the Plan. This paragraph shall apply only if the employee did not elect a refund of his Participant contributions and provided the employee had completed ten (10) or more years of Eligibility Service at the time of the disability.

3.05 Change in Job or Salary Status: In the case of an Employee's transfer to the status of Ineligible Employee, the following rules shall apply while he is an Ineligible Employee:

(a) If the Employee has not attained his Normal Retirement Age as of the date of transfer to the status of Ineligible Employee,

(i) he shall continue to receive Eligibility Service while an Ineligible Employee, but not Credited Service;

(ii) he shall cease to have any right to make Participant Contributions to the Plan;

(iii) he shall not be entitled to receive a refund of his mandatory Participant Contributions (whether after-tax or Employer Pick-Up Contributions);

(iv) he shall not be entitled to receive any Pension payments until actual Retirement or other termination of employment.

(b) If the Employee has attained his Normal Retirement Age as of the date of transfer to the status of Ineligible Employee,

(i) he shall cease to have any right to make Participant Contributions to the Plan;

(ii) he shall not be entitled to receive any Pension payments until actual Retirement; and

(iii) any Pension payable to him or on his behalf upon his subsequent Retirement or death shall be calculated based upon his Average Monthly Compensation and Credited Service up to the date of transfer, with the resulting Pension increased to its Actuarial Equivalent at his actual Retirement date or death.

(c) In the case of an Ineligible Employee's transfer to the status of an Employee, the following rules shall apply:

(i) he shall receive only Eligibility Service while an Ineligible Employee, but both Credited Service and Eligibility Service while an Employee;

(ii) he shall not be required or permitted to make Participant Contributions to the Plan during his period of employment as an Ineligible Employee;

(iii) his Compensation as an Ineligible Employee shall not be considered in computing any Pension which may be payable to him or on his behalf under the Plan; and

(iv) he shall not be entitled to receive any Pension payments until actual Retirement or other termination of employment.

(v) if the Employee had previously been an eligible Employee before becoming an Ineligible Employee and transfers back to the status of Eligible Employee on or after July 1, 2008, the Participant's Accrued Benefit prior to his transfer back to the status of Eligible Employee shall be frozen as of the date he transfers to the status as an Ineligible Employee. The Participant's Accrued Benefit earned after his transfer back to status as an eligible Employee, shall be determined based upon the benefit formula in effect as of his date of transfer back to the status of eligible Employee. The Participant shall be entitled to the total of the combined benefit amounts attributable to the two periods of time in which he had the status of eligible Employee.

(vi) if the Employee had previously been an Ineligible Employee before becoming an eligible Employee, then the following rules shall apply, subject to the reemployment and transfer rules set forth in Sections 3.04(e) and 3.05(c):

(A) such individual shall become a Participant in the Plan under Section 3.01 as of the date he becomes an eligible Employee;

(B) if the individual becomes an eligible Employee before July 1, 2008, the individual's Normal Retirement Age shall be determined in accordance with Section 2.18(a) and the individual's Accrued Benefit shall be determined based on the Normal Retirement Pension formula set forth in Section 5.01(a).

(C) if the individual becomes an eligible Employee on or after July 1, 2008, the individual's Normal Retirement Age shall be determined in accordance with Section 2.18(b) and the individual's Accrued Benefit shall be determined based upon the Normal Retirement Pension formula set forth in Section 5.01(b).

3.06 Transfers Between General Employee Status and Public Safety Status

In the event an Employee transfers job classifications for the Employer, all the Employee's years of Eligibility Service shall be combined for the purpose of determining the Employee's eligibility for pension benefits, as set forth in Article IV. For the purpose of determining the amount of the Employee's pension, as set forth in Article V, the benefit shall be determined in separate components and added together, as follows:

(a) the benefit amount based on the Credited Service earned as a General Employee, plus

(b) the benefit amount attributable to the Credited Service earned as a Public Safety Employee.

ARTICLE IV

Requirements for Retirement Benefits

4.01 **Normal Retirement:** A Participant shall be eligible for a Normal Retirement Pension if his employment is terminated on the date he attains his Normal Retirement Age. Payment of a Normal Retirement Pension shall commence as of the first day of the month coinciding with or next following the date of Retirement.

4.02 **Delayed Retirement:** Subject to the provisions of Section 6.05, if a Participant continues in the Employer's employ after his Normal Retirement Date, his participation in the Plan shall continue, but no Pension payments shall be made during the period of continued employment. Payment of a Delayed Retirement Pension shall commence on the first day of the month coinciding with or next following the Participant's actual Retirement.

4.03 **Early Retirement:** A Participant shall be eligible for an Early Retirement Pension if his employment is terminated on or after his Early Retirement Date and prior to his Normal Retirement Date. Payment of an Early Retirement Pension shall commence on the first day of the month coinciding with or next following the Participant's Normal Retirement Date. However, if such a retired Participant requests the Board to authorize the commencement of his Early Retirement Pension as of his Early Retirement Date, his Pension shall commence on the first day of the month coinciding with or next following his Early Retirement Date, but the amount thereof shall be reduced as provided in Section 5.03.

4.04 **Deferred Vested Termination**: A Participant shall be eligible for a Deferred Vested Pension in accordance with the provisions of Section 5.04 if his employment is terminated before Retirement and after he has completed ten (10) or more years of Eligibility Service and he elects to leave his Participant Contributions in the Plan. Payment of a Deferred Vested Pension shall commence as of the first day of the calendar month coinciding with or immediately following the date the Participant attains Normal Retirement Age; provided however, subject to the provisions of Section 3.04, a Participant who elects to receive a refund of his Participant Contributions as of the date of his termination of employment or any subsequent date prior to the commencement of his Deferred Vested Pension, shall forfeit his rights to such Pension.

4.05 **Disability Retirement:**

(a) Eligibility for Disability Retirement.

(i) For Disability Occurring Before July 1, 2008: A Participant shall be eligible for a Disability Retirement Pension if his employment is terminated prior to his Normal Retirement Date by reason of Disability after he has completed at least one (1) year of Credited Service. Payment of a Disability Retirement Pension shall commence as of the first day of the month following the date the Participant terminates employment due to Disability.

(ii) For Participants Terminating on and after July 1, 2008 as a result of a Disability:

(A) Occupational Disability - A Participant shall be eligible for a Occupational Disability Retirement Pension if his employment is terminated prior to his Normal Retirement Date by reason of Disability sustained in the performance of his duties as an Employee, after he has completed at least one (1) year of Credited Service. Payment of an Occupational Disability Retirement Pension shall commence as of the first day of the month following the date the Participant terminates employment due to Disability.

(B) Non-Occupational Disability - A Participant shall be eligible for a Non-Occupational Disability Retirement Pension if his employment is terminated prior to his Normal Retirement Date by reason of a non-occupational Disability, after he has completed at least ten (10) years of Credited Service. Payment of a Non-Occupational Disability Retirement Pension shall commence as of the first day of the month following the date the Participant terminates employment due to Disability.

(b) The Pension Board shall have the right at intervals of not less than one year, prior to a Participant's Normal Retirement Date, to require proof of continuing Disability, such as to require the Participant to submit proof of receipt of Social Security Disability Benefits or, in absence of that, to require an examination of any Participant receiving a Disability Retirement Pension; provided, however, for purposes of this Section 4.05, a Participant's Normal Retirement Date shall be no earlier than his sixty-fifth (65th) birthday for General Employees and fifty-fifth (55th) birthday for Public Safety Employees. In the event such Participant is found not to be suffering from a Disability, the Pension Board shall, after hearing evidence thereon and giving the Participant opportunity to be heard, discontinue such Participant's Disability Retirement Pension. In the event such Participant receiving a Disability Retirement Pension refuses to submit to a physical examination after thirty (30) days notice to report for such examination or to supply proof of continuing Disability, the Pension Board shall discontinue payments of the Disability Retirement Pension until he submits to such examination or supplies such proof, and the Participant shall be deemed to have forfeited his Pension during the time of refusal.

(c) Following certification that a Participant's Disability has ceased, in accordance with the foregoing provisions of the preceding paragraph, the following rules shall apply:

(i) Such Participant shall not be prevented from qualifying for a Pension under another provision of the Plan based only upon his Eligibility Service, Credited Service and Compensation prior to his Disability Retirement if he does not reemploy following cessation of his Disability;

(ii) Any such Participant shall not receive Eligibility Service or Credited Service for his period of Disability and any Pension payments received during his Disability period shall be disregarded; and

(iii) If such Participant had completed at least ten (10), but less than twenty (20) years of Eligibility Service as of his Disability Retirement, he shall be entitled to elect to receive a lump sum payment equal to the difference, if any, between the amount of his Participant Contributions as of his Disability Retirement and the amount of Disability Retirement Pension payments he received.

4.06 Termination Prior to being Vested: A Participant who terminates Employment prior to the completion of ten (10) years of Eligibility service and prior to Retirement shall be entitled to a refund of his Participant Contributions in accordance with the provisions of Section 5.06.

4.07 Commencement of Benefits:

(a) Notwithstanding any other provision of the Plan to the contrary, distributions from the Plan shall conform with a good faith interpretation of Code Section 401(a)(9) and the regulations thereunder as applicable to governmental plans within the meaning of Code Section 414(d) and shall be implemented in accordance with the grandfathering provisions of such regulations applicable to annuity option distributions in effect on April 17, 2002~~1~~. These distribution requirements override any distribution options or provisions elsewhere in the Plan that are inconsistent with these requirements and are incorporated by reference herein.

(b) Benefits must begin by the later of April 1 of the calendar year following the calendar year in which the Participant reaches age 72 (or 70½ if the Participant attained age 70½ before January 1, 2020) ~~70½ years of age~~ or April 1 of the calendar year in which the Participant retires. If a Participant fails to apply for retirement benefits by the Required Beginning Date, the Plan shall begin distribution of the benefit as required by Code Section 401(a)(9). ~~Notwithstanding the foregoing, for any Participant who has attained or will attain age 70½ on or before December 31, 1998, and has a benefit under the Plan as of December 31, 1996, the Required Beginning Date shall be April 1 following the calendar year in which the Participant attains age 70½, regardless of whether the Participant is then employed by the Employer.~~

(c) The Participant's entire interest must be distributed, over the Participant's life or the lives of the Participant and a designated Beneficiary, or over a period not extending beyond the life expectancy of the Participant or the life expectancy of the Participant and his designated Beneficiary. The life expectancy of a Participant, the Participant's spouse or the Participant's designated Beneficiary may not be recalculated after the initial determination for purposes of determining benefits.

(d) If a Participant dies after the required distribution of benefits has begun, the remaining portion of the Participant's interest must be distributed at least as rapidly as under the method of distribution before the Participant's death and no longer than the remaining period over which the distribution commenced. If a Participant dies before required distribution of the Participant 's benefits has begun the Participant's entire interest must be either distributed in accordance with federal regulations over the life or the life expectancy of the designated Beneficiary, with the distributions beginning no later than December 31 of the calendar year immediately following the calendar year of the Participant's death or distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(e) The death and disability benefits provided by the Plan are limited by the incidental benefit rule set forth in Code Section 401(a)(9)(G) of the Internal Revenue Code and Treasury Regulations Section 1.401(b)(1)(i) or any successor regulation thereto.

ARTICLE V

Amount of Retirement Benefits

5.01 Normal Retirement Pension:

(a) For Employees hired before July 1, 2008: Subject to the provisions of Section 5.07, the monthly amount of the Normal Retirement Pension on a Single Life Income basis shall equal three percent (3.0%) of the Participant's Average Monthly Compensation multiplied by his Credited Service not to exceed thirty-three (33) years.

(b) For Employees hired on and after July 1, 2008 – Subject to the provisions of Section 5.07, the monthly amount of the Normal Retirement Pension on a Single Life Income basis shall equal two and one-half percent (2.5%) of the Participant's Average Monthly Compensation multiplied by his Credited Service not to exceed thirty-three (33) years.

5.02 Delayed Retirement Pension: A Participant who retires after his Normal Retirement Date shall be entitled to a monthly Delayed Retirement Pension on a Single Life Income basis, subject to the provisions of Section 5.07, equal to the monthly Pension computed in accordance with section 5.01 based upon the Participant's Credited Service, not to exceed thirty-three (33) years, and Average Monthly Compensation at his actual Retirement date.

5.03 Early Retirement Pension: Subject to the provisions of Section 5.07, the monthly amount of the Early Retirement Pension on a Single Life Income basis payable at the Participant's Early Retirement Date shall be equal to his Accrued Benefit reduced as follows:

(a) For Employees hired prior to July 1, 2008: If payment of an Early Retirement Pension commences prior to the Participant's Normal Retirement Date, the amount of the Pension shall be reduced by two percent (2%) for each year (adjusted proportionately for fractions of a year) that the Pension commencement date precedes the Participant's Normal Retirement Date; provided, however, notwithstanding Section 3.04, (1) if a Participant received a refund of his Participant Contributions, in accordance with the provisions of Section 4.04, 4.05, or 4.06, prior to July 1, 1994, and (2) has returned to employment with the Employer as an Employee prior to July 1, 1994, and (3) has failed to repay the amount of the refund plus interest in accordance with Section 3.04 (c), the amount of the Pension shall instead be reduced to its Actuarial Equivalent as of the Pension commencement date.

(b) For Employees hired on and after July 1, 2008: If payment of an Early Retirement Pension commences prior to the Participant's Normal Retirement Date, the amount of the Pension shall be reduced by ~~five~~ one and sixity-five hundredths percent (1.655%) for each year (adjusted proportionately for fractions of a year) that the Pension commencement date precedes the Participant's Normal Retirement Date.

Notwithstanding the foregoing, in the event a Participant has achieved the requirements for an Early Retirement Pension as defined in Section 2.11, the Participant’s benefit cannot be reduced to less than forty percent (40%) of the Participant’s Accrued Benefit.

5.04 Deferred Vested Pension: Subject to the provisions of Section 5.07, the monthly amount of the Deferred Vested Pension on a Single Life Income basis, commencing as of the first day of the month coinciding with or immediately following the date the Participant attains Normal Retirement Age, in accordance with Section 4.04, shall be equal to a percentage of the Participant's Accrued Benefit at termination of employment. Such percentage shall be based on the Participant's years of Credited Service, in accordance with the following schedule:

Years of Credited Service	Vested Percentage
Less than 10	0%
10 or more	100%

5.05 Disability Retirement Pension:

(a) For Disability Occurring before July 1, 2008: Subject to the provisions of Section 5.07, the monthly amount of the Disability Retirement Pension on a Single Life Income basis payable as of the first day of the month following the date the Participant terminates employment due to Disability, in accordance with Section 4.05, shall be equal to the greater of the amounts determined under Subparagraphs (i) or (ii) as follows:

(i) The Participant's Accrued Benefit at Disability Retirement, unreduced for early commencement; or

(ii) An amount equal to fifty percent (50%) of his Average Monthly Compensation as of his termination of employment due to Disability.

(b) For Occupational Disability Occurring on and after July 1, 2008: Subject to the provisions of Section 5.07, the monthly amount of the Disability Retirement Pension on a Single Life Income basis payable as of the first day of the month following the date the Participant terminates employment due to Disability, in accordance with Section 4.05, shall be equal to the greater of the amounts determined under Subparagraphs (i) or (ii) as follows:

(i) The Participant's Accrued Benefit at Disability Retirement, unreduced for early commencement; or

(ii) An amount equal to fifty percent (50%) of his Average Monthly Compensation as of his termination of employment due to Disability.

(c) For Non-occupational Disability Occurring on and after July 1, 2008: Subject to the provisions of Section 5.07, the monthly amount of the Disability Retirement Pension on a Single Life Income basis payable as of the first day of the month following the date the Participant terminates employment due to Disability, in accordance with Section 4.05, shall be equal to the Participant's Accrued Benefit at Disability Retirement, unreduced for early commencement.

5.06 **Non-Vested Termination Benefit:** The amount of a cash distribution payable in a single lump sum to a Participant who terminates employment prior to the completion of ten (10) years of Eligibility Service and prior to Retirement shall be equal to his Participant Contributions as of the date of his termination of employment. Such distribution shall be made to the Participant as soon as practical following his termination of employment.

5.07 **Maximum Pensions:**

(a) Anything contained in the Plan to the contrary notwithstanding, a Pension computed under Article V shall be limited to the Maximum Permissible Amount under Code Section 415(b) and the regulations thereunder, as applicable to a governmental plan (as defined in Code Section 414(d)), which are hereby incorporated by reference.

(b) As used in this Section, the terms have the following meaning:

(1) 'Compensation' means, for purposes of applying the limitations of Code Section 415 and for no other purpose, a Participant's wages as defined in Code Section 3401(a) (wages subject to income tax withholding at the source) but without regard to exceptions contained in Code Section 3401(a) for wages based on the nature or location of the employment or the services performed. For Limitation Years beginning on or after December 31, 1997, for purposes of applying the limitations of Code Section 415, compensation shall include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k) and 457(b). For Limitation Years beginning after December 31, 2000, compensation will also include any elective amounts that are not includible in the Participant's gross income by reason of Code Section 132(f) (related to qualified transportation plans).

(A) For Limitation Years beginning on and after January 1, 2007, compensation for the Limitation Year will also include compensation paid by the later of 2½ months after the Participant's severance from employment or the end of the Limitation Year that includes the date of the Participant's severance from employment if:

(i) the payment is regular compensation for services during the Participant's regular working hours or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments and absent a severance from employment, the payment would have been paid to the Participant while he or she continued in employment with the Employer; or

(ii) the payment is for unused accrued bona fide sick, vacation, or other leave that the Participant would have been able to use if employment had continued.

(B) Compensation also includes back pay, within the meaning of Treasury Regulation Section 1.415 (c)-2(g)(8) for the Limitation Year to which the back pay relates, to the extent the back pay represents wages and compensation that would otherwise be included in the definition.

(c) In no event shall a Participant's Annual Benefit payable in any Limitation Year from the Plan be greater than the limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and regulations thereunder. If the form of benefit without regard to the automatic benefit increases feature is not a straight life annuity, then the preceding sentence is applied by reducing the Code Section 415(b) limit applicable at the annuity starting date to an actuarially equivalent amount (determined using the assumption specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the death benefit under the form of benefit.

(d) Effective for distributions in Limitation Years beginning after December 31, 2003, the determination of actuarial equivalence for Non-Annuity Benefit Forms shall be made in accordance with the following:

(1) For Limitation Years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (A) the interest rate and the mortality table (or other tabular factor) specified in this title for adjusting benefits in the same form; and (B) a 5 percent interest rate assumption and the Applicable Mortality Table defined herein for that annuity starting date.

(2) For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of (A) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting

date as the Participant's form of benefit; and (B) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5 percent interest rate assumption and the Applicable Mortality Table defined in Section 2.02 of the Plan for that annuity starting date."

5.08 Lump Sum Distribution for Vested Participants: Notwithstanding any provision in the Plan to the contrary, a Participant, who has otherwise qualified for a Normal Retirement Pension, Delayed Retirement Pension, Early Retirement Pension or a Deferred Vested Pension, may elect to take a single lump sum distribution equal to his Participant Contributions as of the date of his termination of employment in lieu of receiving the applicable monthly pension benefit. In such case, the Participant shall not be entitled to any other benefit under the Plan any funds contributed to the Plan by the City or investment gains shall remain in the Plan.

ARTICLE VI

Manner of Payment and Other Benefits

6.01 Optional Form of Benefit Payments: By filing a written election with the Pension Board prior to the date Pension payments commence, a Participant who has a Spouse and who is entitled to a Normal, Delayed or Early Retirement Pension or a Deferred Vested Pension may elect to receive a Pension payable in accordance with a "Joint and Survivor Option' in an Actuarially Equivalent amount, in lieu of the Pension to which he may otherwise become entitled.

Under the Joint and Survivor Option, such a Participant who has a Spouse may elect to receive a reduced Pension payable during the joint lives of the Participant and his Spouse so that, following the death of the Participant, payment of the Pension in an amount equal to one-hundred, seventy-five or fifty percent (100, 75 or 50 %) (as elected by the Participant) of the Participant's reduced Pension shall continue to be made to his Spouse, if surviving, with the last payment to be made as of the first day of the month in which the death of his Spouse occurs.

Effective January 1, 2012, a~~A~~t the time of his retirement, a Participant who chooses a Joint & Survivor Option will be covered by a "Pop Up" provision. This "Pop Up" provision, upon the death of a designated Spouse prior to the Participant's death, will cause the Participant's benefit to revert to the Normal, Delayed, or Early retirement benefit chosen at the time of retirement, with no reduction for the Joint & Survivor Option. The cost of this "Pop Up" provision is included in Joint & Survivor Option and will not result in any increase in the reduction of the Participant and Spouse's benefits. It shall be the responsibility of the Participant to notify the Plan in writing, through the City ~~Clerk~~ Administrative Services, of the death of a designated Spouse for the purposes of exercising the "Pop Up" provision. Notification shall include a death certificate. Effective as of the first day of the month following the death of the designated Spouse, the pension benefit will revert from the amount the Participant was receiving under the Joint & Survivor Option to the amount he would have been entitled to on a Single Life Income basis. However, if the Participant fails to furnish the Plan with proper proof of the designated Spouse's death within a one (1) year period of such death, then said increase shall not become effective until the first day of the month following the date such proof is submitted. The pension payment will be recalculated and adjusted during the next regular payment cycle after notification requirements have been met. If the designated Spouse predeceases the Participant, all payments will cease upon the death of the Participant and no further benefits will accrue to his estate or beneficiaries.

Except as provided in Section 6.02(b), the election by a Participant of this Joint and Survivor Option shall be null and void if either the Participant or his Spouse should die prior to the receipt of the first Pension payment. After Pension payments have commenced, no future elections or revocations of this optional form shall be permitted. Notwithstanding the preceding sentence, in the limited circumstances of a same-sex married Participant who was legally married prior to the date of his or her retirement and commenced Pension payments prior to June 26, 2015, a one-time, thirty (30) day window will be offered for the same-sex married Participant to retroactively elect the Joint and Survivor Option, in a time and manner prescribed by the Pension Board. By filing a written election with the Pension Board, such same-sex married Participant may elect the Joint and Survivor Option, with such election to be retroactively effective to the Participant's retirement date. Any same-sex married Participant making the retroactive Joint and Survivor Option election must repay the Plan for any overpayments of benefits the Participant received as a result of the change in the form of the retired Participant's benefit payments, as determined by the Actuary. Any retroactive election of the Joint and Survivor Option will be determined with the Joint and Survivor Option that was in place at the time of the Participant's retirement, such that same-sex married Participants who retired prior to October 18, 2011 will not be covered by the "Pop Up" provision and will instead receive a benefit awarded using the pre-"Pop Up" mortality tables.

The Pension Board may, at its discretion, direct the ~~Trustee~~ Custodian to pay all Participants' Normal, Delayed or Early Retirement Pension or Delayed Vested Pension in a single lump-sum distribution, if the lump-sum Actuarial Equivalent of the Participant's interest in his vested Accrued Benefit is not greater that $5,000. Provided, however, effective July 1, 2006, no distribution shall be made from the Plan without consent of the Participant.

6.02 **Death Before Retirement or Termination:** Upon the death of a Participant before termination of employment, any benefits payable shall be determined in accordance with the following:

(a) In the event that the Participant dies before termination of employment and after he has completed at least ten (10), but less than twenty-five (25) years of Eligibility Service, or after he has attained his Normal Retirement Age and has less than twenty-five (25) years of Eligibility Service, his Eligible Spouse shall receive a Pension for life. Such Pension shall be equal to fifty percent (50%) of the Pension calculated pursuant to the provisions of Section 5.01, based upon the Participant's Average Monthly Compensation and Credited Service as of the date of his death; provided, however, if the Actuarial Equivalent lump sum value of such Pension payable to the Eligible Spouse is less than the aggregate amount of the Participant Contributions as of the date of the Participant's death, then the monthly Pension payable to the Eligible Spouse shall be equal to the amount of such Participant Contributions converted to an Actuarially Equivalent monthly lifetime Pension for the Eligible Spouse. The Eligible Spouse's Pension shall commence as of the first day of the month coinciding with or next following the Participant's death and shall continue for the Eligible Spouse's lifetime.

(b) In the event that the Participant dies before termination of employment and after he has completed at least twenty-five (25) years of Eligibility Service, his Eligible Spouse shall receive a Pension for life. Such Pension shall be equal to the amount the Eligible Spouse would have been entitled to receive had the Participant retired on the date immediately preceding death and commenced to receive a Normal or Delayed Retirement Pension, whichever is applicable, under either Section 5.01 or 5.02 and the one hundred percent (100%) Joint and Survivor Option provisions of Section 6.01. Such Pension shall be based upon the Participant's Average Monthly Compensation and Credited Service, not to exceed thirty-three (33) years, as of the date of his death; provided, however, if the Actuarial Equivalent lump sum value of such Pension payable to the Eligible Spouse is less than the aggregate amount of the Participant Contributions as of the date of the Participant's death, then the monthly Pension payable to the Eligible Spouse shall be equal to the amount of such Participant Contributions converted to an Actuarially Equivalent monthly lifetime Pension for the Eligible Spouse. The Eligible Spouse's Pension shall commence as of the first day of the month coinciding with or next following the Participant's death and shall continue for the Eligible Spouse's lifetime.

(c) Should an Eligible Spouse entitled to a Pension under Section 6.02(a) or 6.02(b) die without having received Pension payments totaling a sum at least equal to the amount of the Participant Contributions as of the date of the Participant's death, then the difference between the amount of such Participant Contributions and the amount of Pension payments received by the Eligible Spouse shall be paid to the Eligible Spouse's Beneficiary. Such amount shall be paid to the Beneficiary as soon as practical following the Eligible Spouse's death. The Beneficiary shall elect to receive such an amount either in regular monthly installments in the same amount the Eligible Spouse was receiving (with an adjustment to the last payment to equal the balance to be paid) or in a single lump sum; provided, however, if the Beneficiary is not a natural person, such amount shall be paid in a single lump sum.

(d) If a Participant who has no Eligible Spouse or who has not completed at least ten (10) years of Eligibility Service or attained his Normal Retirement Age should die before termination of employment, his Beneficiary shall be entitled to a refund of his Participant Contributions as of the date of his death payable in a single lump sum. Payment to the Beneficiary shall be made as soon as practical following the Participant's death.

6.03 Death After Termination of Employment and Before Pension Payments Commence: If a Participant who has terminated employment with entitlement to a Deferred Vested Pension and who has not forfeited his rights to such Pension, pursuant to the provisions of Section 4.04, dies before Pension payments commence, his Beneficiary shall receive a refund of the Participant Contributions as of the date of his death. Such refund, payable in a single lump sum, shall be made as soon as practical following the Participant's death.

6.04 Death After Pension Payments Commence: Should a retired Participant die after Pension payments commence on a Single Life Income basis without having received Pension payments totaling a sum at least equal to the amount of his Participant Contributions as of the date of his death, then the difference between the amount of such Participant Contributions and the amount of Pension payments received by the Participant shall be paid to his Beneficiary as soon as practical following the Participant's death. The Beneficiary shall elect to receive such amount either in regular monthly installments in the same amount as the Participant was receiving (with an adjustment to the last payment to equal the balance to be paid) or in a single lump sum; provided, however, if the Beneficiary is not a natural person, such amount shall be paid in a lump sum.

Should a retired Participant and his Spouse die after Pension payments commence in the form of a Joint and Survivor Option under Section 6.01 without having received Pension payments totaling the amount of Participant Contributions as of the date of the Participant's death, then the difference between the amount of such Participant Contributions and the amount of Pension payments received shall be paid to the Beneficiary of the last to die of the Participant and his Spouse. Such amount shall be paid to such Beneficiary as soon as practical following the death of the survivor. The Beneficiary shall elect to receive such amount either in regular monthly installments in the same amount the survivor was receiving (with an adjustment to the last payment to equal the balance to be paid) or in a single lump sum; provided, however, if such Beneficiary is not a natural person, such amount shall be paid in a lump sum.

6.05 Reemployment After Pension Payments Commence: If, prior to Normal Retirement Date and after Pension payments have commenced, a Participant returns to employment with the Employer as an Employee or as an Ineligible Employee, Pension payments shall cease and the Pension payable upon the Participant's subsequent Retirement or death shall be reduced by the Actuarial Equivalent of any Pension payments he received prior to his Normal Retirement Date. If a former Participant who is receiving a Pension hereunder is reemployed as an Employee or as an Ineligible Employee on or after his Normal Retirement Date, Pension payments shall cease; provided, however, subject to the provisions of Section 5.07, upon the Participant's subsequent Retirement or death any Pension payable to him or on his behalf shall be equal to the Pension he was receiving upon his reemployment, plus the greater of (a) the Pension he was receiving upon his reemployment increased from the date of the last Pension payment to its Actuarial Equivalent as of the subsequent Pension commencement date, or (b) any additional Pension accrued under the provisions of Section 5.02 during his reemployment.

Notwithstanding the above, if a Participant who is receiving a Pension under the Plan returns to work for the Employer at least six months after Pension payments commence, in a part-time status in a Non Plan A position, such Participant shall not be required to cease payment of his Pension. Such part-time employment shall not be counted as Eligibility Service under the Plan and such Participant shall accrue no further benefits under the Plan during such part-time employment.

6.06 **Nonalienation of Benefits:** Except with respect to federal and/or state income tax, benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, execution, or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments or for property settlement for the support of a spouse or former spouse or for any other relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Pension Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder. The Plan does not honor domestic relations orders.

6.07 **Designation of Beneficiary:** Designation of a Beneficiary or Beneficiaries under the Plan shall be governed by the following rules:

(a) Designation Procedure: Each Participant or Eligible Spouse or Spouse entitled to benefits pursuant to Section 6.02, 6.03, or 6.04 as applicable, from time to time may designate any person or persons (who may be designated primarily, contingently or successively and who may be an entity other than a natural person) as his Beneficiary or Beneficiaries to whom his Plan benefits are paid if he dies before receipt of all such benefits. Each Beneficiary designation shall be in the form prescribed by the Board. Each Beneficiary designation filed with the Board will cancel all Beneficiary designations previously filed with the Board. The revocation of a Beneficiary designation, no matter how effected, shall not require the consent of any designated Beneficiary. If a Participant becomes divorced from his spouse, any prior designation of such spouse as a Beneficiary shall be void as of the date of the divorce unless the Participant redesignates his former spouse as a Beneficiary after the date of his divorce.

(b) Lack of Designation: In the event that any Participant or former Participant or Eligible Spouse or Spouse entitled to benefits pursuant to Section 6.02, 6.03, or 6.04, as applicable, fails to designate a Beneficiary in the manner provided above, or if the Beneficiary designated by such deceased person dies before him or before complete distribution of the benefits such benefits shall be paid in accordance with the following order of priority:

(i) To the Participant's spouse, or if there be none surviving,

(ii) To the estate of the Participant, Beneficiary, Eligible Spouse or Spouse, as applicable.

(c) Nothing in this Section 6.07 shall be interpreted so as to require a benefit for such Beneficiary, except as set forth elsewhere in the Plan.

6.08 **State Law Forfeiture Provisions**: ~~This plan~~Notwithstanding any provision of the Plan to the contrary, the Plan shall be subject to the ~~forfeiter~~ reduction and forfeiture provisions contained on O.C.G.A. Title 47, Chapter 1, Article 2 and benefits hereunder shall be reduced or forfeited in accordance with such provisions if and when applicable.

6.09 **Medical Insurance Coverage for Retirees**: Upon retirement, a Participant may elect, at the Participant's expense, to participate in the medical insurance program of the Employer by choosing such coverage as may be available to retirees at the time of his retirement, which may include Individual or Family coverage. The option for available coverage in the medical insurance plan and the type of such coverage must be made at the time of retirement. No coverage may be added after retirement, and any coverage which is dropped may not be reinstated. Notwithstanding the preceding sentence, in the limited circumstances of a same-sex married Participant who was legally married prior to the date of his or her retirement and prior to June 26, 2015, a one-time, thirty (30) day window will be offered for the same-sex married Participant to elect to change from Individual coverage to Family coverage, in a time and manner prescribed by the Employer.

Notwithstanding the provisions of Section 6.06, a retired Participant who is receiving a Pension as of July 1, 1994, or who is entitled to begin receiving a Pension under the provisions of Article IV and elects to participate in the medical insurance program of the Employer shall have his premiums for medical insurance deducted on a post–tax basis from his Pension.

Authorization for deduction of such premiums shall be made in accordance with Section 8.06. Any amounts deducted from the retired Participant's Pension pursuant to this Section 6.09 shall be transmitted by the ~~Trustee~~ Custodian to the Employer on behalf of such retiree for payment of his medical insurance premiums.

6.10 **Rollovers**:

(a) General Rule. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Participant's election under this Article, a Participant may elect, at the time and in the manner prescribed by the Employer, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Participant, in a direct rollover.

(b) Definitions.

(i) Eligible Rollover Distribution: 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 (A) 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 Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a specified period of ten (10) years or more; (B) any distribution to the extent such distribution is required under Code Section 401(a)(9); and (C) the portion of any distribution that is a hardship distribution under Code Section 401(k). A Participant may not elect a direct rollover with respect to an Eligible Rollover Distribution during the Plan Year that is less than $200. If the Distributee elects to have only a portion of an Eligible Rollover Distribution paid to an Eligible Retirement Plan, that portion must be equal to at least $500. Notwithstanding anything contained herein to the contrary, the portion of a distribution that is not includible in the gross income because it represents after-tax amounts shall constitute an Eligible Rollover Distribution, but before January 1, 2007, such portion may be transferred only to an individual retirement account or annuity in Code Section 408(a) or (b) or to a qualified defined contribution plan described in Code Section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of the distribution that is includible in gross income and the portion that is not so includible. Effective for distributions on and after January 1, 2007, after-tax amounts also may be rolled over to a defined benefit plan described in Code Section 401(a) or an annuity described in Code Section 403(b), provided in either case that the recipient agrees to separately account for amounts so transferred, including separately accounting for the portion of the distribution that is includible in gross income and the portion that is not so includible.

(ii) Eligible Retirement Plan: An Eligible Retirement Plan is, in the case of an Eligible Rollover Distribution to the Participant or Participant's surviving spouse, an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), a qualified trust described in Code Section 401(a), an annuity contract described in Code Section 403(b) that accepts the Participant's Eligible Rollover Distribution and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision or agency or instrumentality of a state and which agrees to separately account for amounts transferred to such plan from this Plan, provided that such account, annuity, contract, plan or trust accepts the Distributee's Eligible Rollover Distribution. Effective as of January 1, 2008, "Eligible Retirement Plan" shall include a Roth IRA established under Section 408A of the Code.

Effective as of January 1, 2010, in the case of an Eligible Rollover distribution to a Beneficiary other than the Participant's surviving spouse, "Eligible Retirement Plan" shall mean (i) an individual retirement account described in Code Section 408(a), (ii) an individual retirement annuity described in Code Section 408(b), or (iii) as of January 1, 2008, a Roth IRA established under Code Section 408A, which shall be treated as an inherited IRA.

(iii) Distributee: A Distributee includes the Participant, former Participant, surviving spouse or effective January 1, 2010, a non-spouse Beneficiary of the Participant.

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

(c) Effective January 1, 2008, notwithstanding any other provisions of the Plan to the contrary, a nonspouse designated Beneficiary may rollover the distribution only 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.

6.11 Qualified Military Service:

(a) Definitions. For purposes of this Section, the following definitions shall apply:

(1) Differential Wage Payments mean any payments that are made by the Employer to a Participant for any period during which the Participant is performing Military Service for more than 30 days and represents all or part of the Compensation that the Participant would have received from the Employer if he or she were performing services for the Employer.

(2) Military Service means the period of a Participant's active duty for training and service in the Army, Navy, Air Force or Marines of the United States of America, the Army National Guard and the Air national Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.

(3) Qualified Military Service means Military Service during which the Participant is entitled to reemployment rights under Chapter 43 Title 38 of the United States Code.

(4) USERRA means the Uniform Service Employment and Reemployment Rights Act of 1994.

(d) USERRA. Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to Qualified Military Service will be provided in accordance with Code Section 414(u) and USERRA. Plan Participants who are reemployed in accordance with the requirements of USERRA shall be treated as not having a Break in Service during such Qualified Military Service and such periods of Qualified Military

Service shall be counted for purposes of vesting and for benefit accrual, to the extent provided in Section 7.02(c) of the Plan.

(e) Death During Military Service. Effective January 1, 2007, if a Participant dies during a period of Qualified Military Service, the Participant shall be treated as having returned to employment with the Employer on the day before his death and died the next day for purposes of any survivor benefits including pre-retirement survivor benefits and any accelerated vesting. Such Participant shall receive service for vesting purposes for the period of Qualified Military Service but shall not receive Credited Service for benefit accrual during such period.

(f) Compensation. For purposes of this Section, a Participant's Compensation during the period of Qualified Military Service shall be treated as equivalent to the Compensation he or she would have received during such period but for the period of Qualified Military Service. Such determination shall be based on the rate of pay the Employee would have received during that time; provided however if the Compensation the Employee would have received is not reasonably certain, Compensation for this purpose shall equal the Employee's average compensation during the 12 month period immediately preceding the Qualified Military Service (or, if shorter, the period of employment immediately preceding the Qualified Military Service).

(g) Differential Wage Payments. If the Employer pays Differential Wage Payments to the Participant while on Qualified Military Leave, such payments shall be treated as Compensation under the Plan for purposes of benefit accrual and for purposes of Code Section 415 and Section 4.7 of the Plan.

ARTICLE VII

Plan Financing

7.01 **Method of Funding:** The City of Gainesville shall, through the City Council, appropriate from its funds and pay into the Trust Fund each pay period a sum of money equal to thirteen and two tenths percent (13.2%) of the total payroll cost for all Employees for such pay period.

It shall be the duty of the City Council of the City of Gainesville each year to cause a study by the Actuary and investigation of the Trust Fund to be made and a written report with respect thereto made to the Pension Board with specific recommendations for such changes as may be necessary. The Pension Board shall make such report a public record and available for inspection. If such report reveals that the appropriations herein provided are insufficient to maintain the Plan on a sound basis, it shall be the duty of the City Council to appropriate such additional sums as would be necessary to maintain the Trust Fund and the Plan on a sound financial basis. Should the Actuary find that a lesser appropriation by the aforesaid would maintain the Trust Fund on a sound financial basis, then the City of

Gainesville is authorized, upon approval of the Pension Board, to decrease its contribution to the percentage of such total payroll found by the Actuary to be sufficient to maintain the Plan and Trust Fund on such financial basis.
Whenever additional benefits are recommended, the Pension Board will first determine the requirement for additional funding, if any, and shall recommend the method of obtaining the funding as part of the overall additional benefits recommendation. No additional benefits shall be provided for which funding, if applicable, is not designated by the City Council at the time benefits are approved.

Forfeitures arising under this Plan because of severance of employment before a Participant becomes eligible for a Pension, or for any other reason, shall be applied to reduce the cost of the Plan and not to increase the benefits otherwise payable to Participants.

7.02 Participant Contributions:

(a) After-tax Contributions. Effective prior to July 1, 2006, the Employer, each pay period, levied upon the Compensation of each and every Employee on an after-tax basis, an assessment of the percentage of Compensation as provided in prior Plan documents, which assessment was deducted from the Compensation of each Employee by the Chief Financial Services Officer or other officer in charge of the payment of such Compensation.

(b) Employer pick-up contributions. Effective on and after July 1, 2006, the Employer shall contribute to the Plan, as of each pay period on behalf of and to the credit of each Plan Participant, a mandatory pre-tax Participant Contribution of thirteen and two tenths of one percent (13.2%) of Compensation. These Employer Pick-Up Contributions are mandatory and no Participant shall be entitled under any circumstances to receive such contributions in cash in lieu of having them contributed to the Trust by the Employer in accordance with the preceding sentence. Such contributions shall be made pursuant to Section 414(h) of the Code and shall be treated as Employer contributions in determining their federal income tax treatment under the Code. Employer Pick-Up Contributions made on behalf of Plan Participants shall be included in the Compensation of such individuals when determining their Accrued Benefit and except as otherwise provided above, such contributions shall be considered Participant Contributions and 100% vested for all purposes under the Plan.

(c) Military Leave. Employer contributions required under Section 7.01 and Participant Contributions required under this Section 7.02 on behalf of activated military personnel who return to work with the City after qualified military service under the Uniform Services Employment and Reemployment Rights Act (“USERRA”) shall be postponed until the affected Employee returns to active, full time City employment. The Employee shall be provided with the opportunity to deposit the applicable percentage(s) of Compensation that would have been afforded him during any period of absence due to active military duty. Any such make-up Participant Contributions shall be made by the Employee during a period which does not exceed the lesser of three (3) times the Employee’s period of absence for military service or five (5) years, and which begins on the later of (a) the Employee's date of reemployment and (b) the date that the Employer notifies the Employee of the right to make make-up contributions under this Section 7.02. Upon deposit of these funds, the City will provide an in-kind contribution equal to that of the Employee. Provided, however, that the first twelve (12) consecutive months, or any portion thereof, of activated military leave periods shall be considered Credited Service for the Employee with no requirement for make up contributions for that period of time. If the Employee elects not to make up Participant contributions the employee shall receive credit only for Eligibility Service for the period of time out on active military duty until the time the employee returns to active, full time City employment.

7.03 **Assets of Trust Fund:** All contributions made by the Employer and all Participant Contributions under this Plan shall be deposited in the Trust Fund. The Chief Financial Services Officer of the City of Gainesville shall be the custodian of the funds and shall keep such funds separate and apart from other funds of the City of Gainesville until deposited with the ~~Trustee~~ Custodian into the Trust Fund A. Except as otherwise provided in Section 7.01, all assets of the Trust Fund, including investment income, shall be retained for the exclusive benefit of Participants and their Beneficiaries, and shall be used to pay benefits to such persons and shall not revert to or inure to the benefit of the Employer. All administrative expenses, actuarial fees and costs incurred by the Trust Fund shall be paid out of the Trust Fund.

7.04 **Investments:** The Pension Board shall select and enter into a contract with one or more investment managers for the investment and general financial management of the Trust Fund. The Pension Board shall have the power and authority to establish the investment powers and limitations of the investment manager(s). Such powers and limitations shall be included in the contract with the investment manager(s) or in an amendment thereto, and such contract and all amendments thereto shall first be approved by the City Council of the City of Gainesville, by proper resolution before becoming effective as a contract.

ARTICLE VIII

Administration

8.01 **Appointment of Pension Board:** The general administration and responsibility for the proper operation of the Plan, and for making effective the provisions of the Plan is hereby vested in a Pension Board consisting of seven (7) members. Said seven (7) members shall pass upon all applications and all business pertaining to the Plan and all rights and privileges of the Participants and Beneficiaries hereunder.

(a) Composition of Board: The composition of the said Board shall be as follows:

(i) One member from the Employees of the Police Department of the Employer.

(ii) One member from the Employees of the Fire Department of the Employer.

(iii) One member from the Employees of the Public Utilities Department of the Employer.

(iv) One member from all other Employees of the Employer which excludes Fire, Police and Public Utilities Department employees.

(v) One member to be at large from all Employees of the Employer.

(vi) One member to be at large from all retired Employees receiving a Pension from the Plan.

(vii) One member shall be the City Clerk by virtue of office.

(b) Election of Members: Each and every Participant who is qualified shall be entitled to vote in an election for a Pension Board member to represent them in the membership as enumerated in Subparagraph (a) of this Section 8.01. All persons who are qualified to vote at said election shall be notified in person or by writing five (5) days in advance by the ~~City Clerk~~Retirement Manager. The Pension Board shall establish procedures for the conduct of elections with provisions for, but not limited to, absentee voting and establishment of voting hours. The City Clerk shall preside at the election of said member and a majority of those voting shall elect.

The term of office of each of said Board members, except the City Clerk, shall commence on the first Monday after his election and continue for a period of four~~two~~ (4~~2~~) years, and until his successor shall be elected and qualified. An election shall be held, in the manner hereinbefore described, at the expiration of the term of office of each Board member, except the City Clerk, for the purpose of electing his successor; and election for each member, except the City Clerk, shall be compulsory every two (2) years.

(c) The following individuals, or their designees, shall serve as ex-officio members and shall have voice but not vote at B~~b~~oard meetings.

(i) City Manager (or his designee)

(ii) Chief Financial Services Officer

~~(ii)~~(iii) Administrative Services Director

~~(iii)~~(iv) Any member of City staff that the Board shall designate, due to the nature of their responsibilities as they relate to the administration of the Plan, with the term of such designation to be at the discretion of the Board.

(d) Compensation: All members of the Pension Board shall serve without compensation.

8.02 **Claims Procedure:** The Pension Board shall make all determinations as to the right of any person to a benefit. If any application for payment of a benefit under the Plan shall be denied, the Pension Board shall notify the claimant within ninety (90) days (forty-five (45) days in the case of a disability claim) after receipt of the claim except as provided herein, setting forth the specific reason therefor and afford such claimant a reasonable opportunity for a full and fair review of the decision denying his claim. The Pension Board under special circumstances is permitted an additional 90 days (sixty (60) days in the case of a disability claim) in which to notify the Participant of its decision provided that the Pension Board gives written notification to the Participant within the original determination period indicating the reason for the extension and the date when it expects to render a decision. For a disability claim, the Pension Board shall also provide an explanation of any additional information needed from the Participant and allowance of an additional forty-five (45) days for the Participant to provide this additional information. Notice of such denial shall set forth, in addition to the specific reasons for the denial, reference to pertinent provisions of the Plan, such additional information as may be relevant to denial of the claim, an explanation of the claims review procedure and advice that such claimant may request the opportunity to review pertinent Plan documents and submit a statement of issues and comments. For a Disability claim, the notice will include the guideline(s) used in reviewing the claim (or a statement that guidelines were relied upon in reviewing the claim and that the Participant can obtain a copy of these guidelines free of charge), and an explanation of the clinical judgment used in reviewing the claim (or a statement that the Participant can obtain this explanation free of charge). A request for review must be filed by the Participant within sixty (60) days (one hundred eighty (180) days in the case of a disability claim) following notice of denial of his claim. Upon request for a review of such denial, the Pension Board shall take appropriate steps to review its decision in light of any further information or comments submitted by such claimant. The Pension Board may, in its discretion, hold a hearing at which such claimant shall be entitled to present the basis of his claim for review and at which he may be represented by counsel. The Pension Board shall render a decision within sixty (60) days (forty-five (45) days in the case of a disability claim) after the claimant's request for review (which may be extended to 120 days {ninety (90) days in the case of a disability claim} if circumstances so require) and shall advise the claimant in writing of its decision on such review, specifying its reasons therefor and identifying appropriate provisions of the Plan.

Any Participant dissatisfied with the action of the Board shall have the right of appeal to the Superior Court of Hall County, Georgia, within thirty (30) days from the date of such action by said Board, but said Participant shall defray all expenses of appeal from an action by said Board.

8.03 **Other Pension Board Powers and Duties:** The Board shall have such powers as may be necessary to discharge its duties hereunder, including, but not limited to the following:

(a) The exclusive right to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner, and time of payment of any benefits hereunder, such determinations to be final, binding and conclusive;

(b) To establish and maintain Credited Service records of all Participants in the Plan;

(c) To prescribe procedures to be followed by Participants or Beneficiaries filing applications for benefits;

(d) To prepare and distribute, in such manner as the Board determines to be appropriate, information explaining the Plan;

(e) To receive from the Employer and from Participants such information as shall be necessary for the proper administration of the Plan;

(f) To furnish the Employer, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(g) To receive and review the periodic evaluation of the Plan made by the Actuary;

(h) To appoint or employ individuals to assist in the administration of the Plan and the Trust Fund and any other agents it deems advisable, including actuarial, investment, and legal counsel;~~ and~~

(i) To periodically review and adopt job classification listings of Plan A positions based upon submissions made by the Human Resources Department; and

(j) To work with City Management, the Actuary, and the Board's investment consultant to consider cost-of-living adjustments, if any, for retirees as part of the annual budget process.

The Board shall have no power to add to or subtract from, or modify any of the terms of the Plan nor to change or add to any benefits provided by the Plan, nor to waive or fail to apply any requirement of eligibility for a Pension under the Plan.

8.04 **Rules and Decisions:** The Board may adopt such rules as it deems necessary, desirable or appropriate. All rules and decisions of the Board shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Board shall be entitled to rely upon the information furnished by a Participant or Beneficiary, the Employer, the legal counsel of the Employer or the Actuary.

8.05 **Board Procedures:** Subject to any rules adopted by the Pension Board, ~~T~~the Pension Board shall operate in accordance with the following procedures:

(a) Vacancy: If a vacancy occurs in the office of Board member, an election shall be held for such unexpired term within thirty (30) days and in the same manner as the office was previously filled; provided, however, that during such vacancy the action of the five (5) remaining members of the Board shall be binding in all business which they may transact.

(b) Attendance: Attendance of Board members at all Board meetings shall be compulsory. Any member who neglects the duties of his office may be removed by the Board.

(c) Oath: Each board member other than the City Clerk, shall before assuming the duties of his office, take an oath of office before the City Clerk, that so far as it devolves upon him he will diligently and honestly administer the affairs of the said Board, and that he will not knowingly or willfully violate or permit to be violated any of the provisions of the law applicable to the Plan. Such oath shall be subscribed to by the Board member making it, and certified by the said Clerk, and filed in the Clerk's office. A similar oath shall be made by the City Clerk before the mayor or other executive head of the City of Gainesville, which oath shall be subscribed to by the City Clerk before the mayor and other executive head of the city, and filed in the office of said mayor or other executive head of said City.

(d) Quorum: When the Board is composed of an even number of voting members, one-half of the number of Board Members plus one shall constitute a quorum. When the Board is composed of an odd number of voting members, one-half of the number of Board Members, rounded up, shall constitute a quorum. A quorum of said Pension Board shall be necessary for the transaction of any business or the conduct of any hearings before said Board.

(e) Majority Vote: A majority vote of the members of the Pension Board present shall be required for a motion to carry.

8.06 **Authorization of Benefits Payments**: Money shall be withdrawn from the Trust Fund only upon warrants executed by the person or persons selected by a majority of the Pension Board and in amounts authorized by a majority of the Pension Board members.

8.07 **Application and Forms for Pension**: The Board may require a Participant or Beneficiary to complete and file with the Board an application for a Pension, and all other forms approved by the Board, and to furnish all pertinent information requested by the Board. The Board may rely upon all such information so furnished it, including the Participant's or Beneficiary's current mailing address.

8.08 **Facility of Payment:** Whenever, in the opinion of the Board, a person entitled to receive any payment of a benefit or installment thereof hereunder is under a legal disability or is incapacitated in any way so as to be unable to manage his financial affairs, the Board may direct that any benefit due him, unless claim shall have been made for the benefit by a duly appointed legal representative, be paid to his spouse, a child, a parent or other blood relative or to a person with whom he resides. Any payment of a benefit or installment thereof made in accordance with the provisions of this Section shall be a complete discharge of any liability for the making of such payment under the provisions of the Plan.

ARTICLE IX

Miscellaneous

9.01 **Nonguarantee of Employment:** Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

9.02 **Rights to Fund Assets:** No Employee shall have any right to, or interest in, any assets of the Trust Fund upon termination of his employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee out of the assets of the Trust Fund. All payments of benefits as provided for in the Plan shall be made solely out of the assets of the Trust Fund.

9.03 **Governing Law:** The Plan shall be governed by Federal law to the extent applicable, and to the extent not applicable, by the laws of the State of Georgia~~.~~, including the conformity to Federal law provisions in Article 6 of Title 47 of the Official Code of Georgia, O.C.G.A. Section 47-1-80 et seq. (which are hereby incorporated herein by reference), and the Public Retirement Systems Standards Law, O.C.G.A. Section 47-20-1 et seq. It is the intent of the City that this Plan be maintained as a qualified governmental pension plan under the applicable provisions of the Internal Revenue Code, and any ambiguities in the construction hereof shall be interpreted in order to effectuate such intent.

9.04 **Construction:** The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, and the singular may include the plural, unless the context clearly indicates to the contrary. The words "hereof, "herein', "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Plan, not to any particular provision or Section. Article and Section headings are included for convenience of reference and are not intended to add to, or subtract from the terms of the Plan.

9.05 **Vesting upon Normal Retirement:** Notwithstanding anything to the contrary in the Plan, a Participant's Accrued Benefit shall be 100% vested upon attainment of Normal Retirement Age.

9.06 **Corrections; Contributions Made in Error; Recovery of Mistaken Payments:** The Pension Board may correct errors and, so far as practicable, may adjust any benefit or credit or payment accordingly or take any other remedial action required or permitted to comply with any remedial or correction program promulgated by the Internal Revenue Service (IRS), including without limitation the Employee Plans Compliance Resolution System or any successor guidance, or otherwise provided pursuant to applicable law. In the event Employer contributions or Participant

Contributions are made in error, the Pension Board shall refund such contributions to the Employer or Employee; provided however, the Pension Board and Employer may agree to treat Employer contributions made in error as a credit to be applied against the Employer's next contribution obligation. If the benefit paid to a Participant or Beneficiary under the Plan is determined by the Pension Board to be in excess of the amount of the benefit to which the Participant or Beneficiary may receive under the Code and/or the terms of the Plan (the "Overpayment"), the Pension Board shall take reasonable actions as it may consider necessary in order to recoup the Overpayment from the Participant or Beneficiary to whom the Overpayment was erroneously paid, including (i) requiring the Overpayment to be repaid to the Plan, (ii) reducing future benefits that are (or may be) payable to the Participant or Beneficiary under the Plan, (iii) using any combination of the methods described in (i) or (ii) above, and/or (iv) taking any other steps that the Pension Board considers necessary and appropriate to recoup the Overpayment to the extent permitted by applicable law and IRS guidance.

ARTICLE X

Termination

10.01 **Right to Terminate:** The Employer, through the City Council, may terminate the Plan at any time and may direct and require the Pension Board to ~~instruct the Trustee to~~ liquidate the Trust Fund; provided the assets of the Trust Fund are sufficient to cover all benefit liabilities under the Plan. If the Plan is terminated at any time, the rights of each Participant to the benefits accrued to the date of termination shall be fully vested regardless of the Participant's age and years of Eligibility Service as of the date of termination of the Plan.

10.02 **Manner of Distribution:** Any distribution after termination of the Plan shall be made in the form of nontransferable annuity contracts or under any other method as recommended by the Pension Board to the City Council.

10.03 **Residual Amounts:** Upon termination of the Plan and notwithstanding any other provision of the Plan, if any, surplus assets remain after the satisfaction of all liabilities of the Plan and arising out of erroneous actuarial computation, then such surplus shall be allocated among the Participants actively employed on the Plan termination date in proportion to the Actuarial Equivalent value of their Accrued Benefits. For the purpose of this Section 10.03, the terms "liabilities" and "erroneous actuarial computation" shall be as defined in Treasury Regulations Section 1.401-2~~ of the Regulations under the Code, as amended,~~ or in any ~~comparable Sections of Regulations under subsequent amendments to such Code or under any successor Code~~ successor guidance.

10.04 **Full Vesting:** Upon termination of the Plan or upon complete discontinuance of contributions under the Plan, the rights of all Employees to benefits accrued to the date of such termination or discontinuance, to the extent then funded or the amounts credited to the employee's accounts are nonforfeitable.

ARTICLE XI

Amendments

The City Council reserves the right at any time and from time to time to amend the Plan. Any amendment to the Plan may be initiated by independent action of the City Council of the City of Gainesville or by recommendation from the Pension Board, but shall not be effective until approved by the City Council.

CITY OF GAINESVILLE, GEORGIA
RETIREMENT PLAN A

Summary of Draft Plan Restatement

Retirement Plan A (the "Plan") was last restated effective as of January 1, 2001, and has been amended 26 times. It is recommended that the Plan be amended and restated into an updated Plan document with an effective date of January 1, 2022 (the "Restatement"). Below is a summary of the material changes made by draft Restatement:

I. Incorporation of Prior Amendments, Law Changes and Conforming Changes.

The Pension Board, with the advice of legal counsel, recommends that the Plan be amended and restated in its entirety to incorporate prior amendments to the Plan, to update the Plan for applicable law changes (including the Setting Every Community Up for Retirement Enhancement Act of 2019 (the "SECURE Act")), and to make other miscellaneous changes to the Plan. The Restatement also makes other conforming changes to the Plan for consistency with Plan operations, including removing out-dated or inoperative Plan provisions.

II. Summary of New/Amended Provisions.

- *Custodian/Custodial Agreement*. The Restatement in applicable sections clarifies that the Plan may have a custodian and a custodial agreement, as is currently in place with Wells Fargo/Principal.

- *Interest Rate for Repayment of Refund*. Section 3.04(b) of the Restatement clarifies that the interest rate used for the repayment of a refund to restore Eligibility Service is the absolute return objective for the Plan determined by the Pension Board at the time of the employee's reemployment.

- *Minimum Required Distribution Age*. Section 4.07 of the Restatement was updated for the SECURE Act law changes, which increased the minimum required distribution age from age 70½ to age 72.

- *Normal Retirement Eligibility.* The Restatement changes the normal retirement pension eligibility requirements for all employees.

- *Early Retirement Factor Reduction*. Section 5.03 of the Restatement was modified to lower the early retirement reduction factor used from 5% to 1.65% for each year that the pension commencement date precedes the participant's normal retirement date. Also, Section 5.03 was modified to provide that in no event can a participant's benefit be reduced for early retirement to less than 40% of the participant's accrued benefit.

- *Lump Sum Distribution for Vested Participants*. Section 5.08 was added to the Restatement to reflect that a vested participant, who has otherwise qualified a pension, may elect to take a single lump sum distribution equal to his or her

Participant Contributions in lieu of receiving the applicable monthly pension benefit from the Plan.

- *Elected Pension Board Member Term*. Section 8.01(b) of the Restatement updates the term for elected Pension Board members to four years to reflect current practice.

- *Pension Board Input on COLAs*. Section 8.03(j) of the Restatement adds a provision for the Pension Board to work with City Management, the Actuary, and the Pension Board's investment consultant to consider cost-of-living adjustments, if any, for retirees as part of the annual budget process.

- *Governing Law Savings Clause*. Section 9.03 of the Restatement adds a savings clause for federal and state law applicable to the Plan.

- *Corrections; Contributions Made in Error; Recovery of Mistaken Payments*. Section 9.06 was added to the Restatement to provide clear authority for the Pension Board to make corrections in accordance with IRS guidance, to correct contributions made in error, and to correct and recoup overpayments made to participants or beneficiaries.

Memo

TO: Bryan Lackey
FROM: Tommy Hunt
SUBJECT: Retirement Plan A Changes
DATE: December 7, 2021
CC: City of Gainesville Plan A Board of Trustees, Janeann Allison, Jeremy Perry

As a result of many years of planning and consideration, the Gainesville Employee Pension Plan A Board of Trustees had a meeting on November 9th, 2021 to discuss plan document changes and to recommend a cost of living increase for retirees. The plan document changes will address several federal statutes that have become law since the last time the plan was restated in 2001. These changes also address penalties for early retirement. The following motions were voted on and approved by the board with a unanimous vote:

- Restate the Plan Document – This is a legal best practice. It is recommended to ask the City Council to restate the plan document once every 10 years.
- Modify the Plan Document to reflect policy changes, federal statutes and plan changes.
- Recommend the following plan document changes:
  - Early Retirement Reductions set at 1.65% per year for each year of eligible service or age that the Pension commencement date precedes the Participant's Normal Retirement Date.
  - Change Normal Retirement Eligibility to 10 years of service for employees who have reached their normal retirement age. This change would also reduce the Public Safety employees required eligibility service years to 10 if they have reached 60 years of age.
  - In the event a plan participant has achieved the requirements for an Early Retirement Pension as defined in plan section 2.11, the benefit cannot be reduced to less than forty percent (40%) of the participant's accrued benefit.
  - Add a provision to the Plan Document that allows the Gainesville Employee Pension Plan Board of Trustees to work with plan consultants, and City Management to consider a COLA for retirees annually as part of the budget process.
- Recommend a single instance 3% cost of living increase for all retirees and survivor benefit recipients that have an approved monthly benefit as of November 9th, 2021. The change in benefit to be effective as of February 1st, 2022.

These changes will have an increased cost to the plan. The Board has consulted with Jeremy Perry (City of Gainesville's CFO), Ed Emmerson (Plan Attorney) and Malichi Waterman (Plan Actuary). All parties agree that the plan can support the additional expenses related to these changes.

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/6/2021

Presenter: Bryan Lackey

Item of Business: GR-2021-16 FY2022 Local Maintenance and Improvement Grant (LMIG)

Meeting Date: 12/21/2021

Purpose of Request:

Request authorization to apply for and accept the FY2022 Local Maintenance Improvement Grant (LMIG).

History/Background:

The Georgia Department of Transportation (GDOT) provides yearly grant funding to local jurisdictions for maintenance of their locally owned and maintained roadways.

Facts & Issues for Consideration:

GDOT has identified $423,052.02 for the City.

Department Recommendation:

Approval of the resolution to authorize staff to apply for and accept the FY2022 LMIG funding.

Department Director:

Chris Rotalsky

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
GR-2021-16 FY2022 Local Maintenance and Improvement Grant (LMIG)	Resolution

RESOLUTION GR-2021-16

FY2022 LOCAL MAINTENANCE AND IMPROVEMENT GRANT (LMIG)

WHEREAS, the Georgia Department of Transportation has announced the FY2022 Local Maintenance and Improvement Grant (LMIG) Program; and

WHEREAS, the identified grant amount for the City of Gainesville is $423,052.02; and

WHEREAS, the City has identified portions of Pinecrest Road, Crystal Drive, Christopher Drive, Takeda Drive, Martin Luther King Jr Boulevard, Ridgemont Terrace, Willow Ridge Circle, Denton Drive and North Avenue as meeting the state criteria and will be submitted as part of the LMIG application; and

WHEREAS, the required matching funds are available from SPLOST as provided in the budgeted Capital Improvements Project entitled FY2022 Street Resurfacing Program.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Public Works Department to prepare and submit the application necessary for the project identified by staff, and further authorizes the Mayor and City Manager to sign all necessary documents for executing this grant application.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby accepts the LMIG funding in the amount of $423,052.02.

Adopted this _____ day of __________________, 2021.

____

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