CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA ● OCTOBER 15, 2019

Regular Meeting	**City Council Chamber**	**6:00 PM**

107 South Lee Street - City Hall, Kingsland, GA 31548

I. CALL TO ORDER AND WELCOME GUESTS

II. INVOCATION AND PLEDGE TO THE FLAG

III. ROLL CALL

Charles Grayson Day Jr.	Mayor
Alex Blount	Mayor Pro Tem
James W Galloway	Councilman
Michael J McClain	Councilman
LaMar Stokes	Councilman

IV. CONSENT DOCKET

A. Approve the Council Minutes of the last regular Council Meeting

1. City Council - Regular Meeting - Sep 23, 2019 6:00 PM -

B. Approve the Agenda as Presented

C. Approve the Payments of Accounts Payable as Due and Funds Available

V. GRANTING AUDIENCE TO THE PUBLIC

VI. OLD BUSINESS

VII. PLANNING AND ZONING

1. Approval Of: Preliminary Plat, Settler's Hammock, Phase 2 -

AKM Surveying, Inc is requesting a preliminary plat for Settler's Hammock Phase 2 on behalf of Lamar Signature Homes, LLC. This is located on Daniel Trenton Way, Tax Parcel is 107 -023, zoning is PD, proposed lots are 28 lots, 1 tract and 14.85 acres. *Planning Commission recommends approval.*

2. Approval Of: Deannexation of Property Owned by Danny R and Sheryl R. Brown, Sr. -

3.5 acres of property shown as Tax Map 095 Parcel 025E. Approved by the Camden County Board of Commissioners on October 1, 2019.

3. Adoption Of: Ordinance #2019-10 to Deannex Danny and Sheryl Brown, Sr. Property -

4. Approval Of: Deannexation of Property Owned by Robert D and Donna R. Dinkins -

5.25 acres of property shown as Tax Map 095 Parcel 025D, adopted by the Camden County Board of County Commissioners on October 1, 2019.

5. Adoption Of: Ordinance #2019-09 to Deannex Robert and Donna Dinkins Property -

VIII. NEW BUSINESS

1. Approval Of: Variance on Tax Parcel K15 12 004B, 324 N. Lee Street -

Habitat for Humanity, Camden County is requesting a reduction in rear yard setback from 15 to 10 feet, Zoning is R-1. *Staff recommends approval.*

2. Approval Of: Five Year Capital Improvement Plan -

The proposed five year capital improvement plan is a working document that will be updated annually to be used for capital outlay planning proposes. *Finance department recommends approval.*

3. 2857 : Resolution 2019-11 : to Amend the Revenues of the SPLOST VII-2013 Issue -

SPLOST VII referendum was based on total collections of $65,000,000 with Kingsland's portion estimated at $16,639,629. Actual collections were $42,273,034 with Kingsland's portion being $10,262,797. To complete remaining projects with funds available it is necessary to amend estimated revenues to actual revenues received. *Finance recommends approval.*

4. Approval Of: Resolution #2019-12, to Support the Camden County Public Service Authority's Submission of an Application for Funding from the Georgia Department of Natural Resources' Georgia Outdoor Stewardship Program in Order to Construct St. Mary's Tabby Ruins Trail with the Winding Road Connector to the East Coast Greenway -

Staff recommends approval.

5. Approval Of: Professional Services Agreement, Red Speed Georgia, LLC -

Agreement has been reviewed and approved by legal counsel. *Staff recommends approval.*

6. Approval Of: Police Department Incentive Program - Robert L. Jones

Recruitment and Retention Incentives for the Kingsland Police Department.

7. Approval Of: Ordinance and Adoption Agreement for GMEBS Defined Benefit Plan - City Manager Lee Spell

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

8. Bid Award: IT Server Configuration -

For the purchase and install of 3 192GB Servers with 5 year hardware support. IT and Finance recommend low bid, Dell, at $43,006.87. This project is funded by SPLOST VIII.

9. Approval Of: Coastal Pines Technical College Lift Station Maintenance Agreement -

CPTC has requested the City provide monitoring and maintenance services for the lift station as a part of the routine operation of the City sanitary sewer collection and treatment facility. This agreement will remain in effect until such time as the lift station is deeded to the city. The agreement has been reviewed and approved by legal counsel. *Staff recommends approval.*

10. Appointment: Kingsland Area Convention & Visitors Bureau Authority Board of Directors - Mayor Pro Tem Alex Blount

IX. MAYOR AND COUNCIL ANNOUNCEMENT

X. ADJOURNED

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 10/15/19 06:00 PM
Department: City Clerk
Category: Planning & Zoning
Prepared By: Linda M Oshaughnessy
Initiator: Linda M Oshaughnessy
Sponsors:
DOC ID: 2863

AGENDA ITEM (ID # 2863)

Approval Of: Preliminary Plat, Settler's Hammock, Phase 2

AKM Surveying, Inc is requesting a preliminary plat for Settler's Hammock Phase 2 on behalf of Lamar Signature Homes, LLC. This is located on Daniel Trenton Way, Tax Parcel is 107 -023, zoning is PD, proposed lots are 28 lots, 1 tract and 14.85 acres. *Planning Commission recommends approval.*

Carter & Sloope
CONSULTING ENGINEERS

September 19, 2019

Mr. James George, Building Official
City of Kingsland Planning and Zoning Department
107 S. Lee Street
Kingsland, Georgia 31548

SUBJECT: Kingsland, Georgia
Plan Review – Settlers Hammock – Phase II
Drainage Report and Phase IIA Storm Drainage– Fourth Review
C&S Project No.: K5000.126 (Gen.)

Mr. George:

As requested, we have reviewed the above subject plans for compliance with the City of Kingsland's stormwater management regulations and generally accepted engineering practices. The plans as submitted 9/17/19 including the latest revision of sheet C13, are recommended for approval for construction.

1. From First Review: "Proposed FES #1 has as invert into the pond at an elevation of 6.60 feet while the pond bottom is shown at an 8.00 foot elevation indicating the invert is below the pond floor; Revise accordingly." Comment was addressed, however the 6.60 invert of FES #1 is shown at contour elevation 10. The 6.60 invert of FES #1 is shown approximately 40 feet from the nearest 6.0 contour. It appears that a junction box and change of angle to the southeast may be required prior to FES #1. This comment has been adequately addressed.

2. From First Review: "Pond inflow pipes are currently exposed at entrance to pond; Adjustment to pipe inverts and location is needed to line up with the appropriate pond contour elevations and cover." There are still issues at FES #1 and FES #3. See second review comments above. This comment has been adequately addressed.

3. From First Review: "Provide copy of US Army Corps of Engineers permit approval for wetlands disturbance proposed. See City of Kingsland, Code of Ordinances, Chapter 25, Article III." The response letter for the second submittal plans stated **"Please see the attached US Army Corps of Engineers permit for approval of wetlands disturbance." No permit approval was found included however.**

   Jonathan McDill, of Roberts Civil Engineering, sent the attached wetlands credit purchase information by email on August 12th. This comment has been adequately addressed.

6310 Peake Road ◆ Macon, GA 31210 ◆ 478.477.3923 tel ◆ 478.477.4691 fax

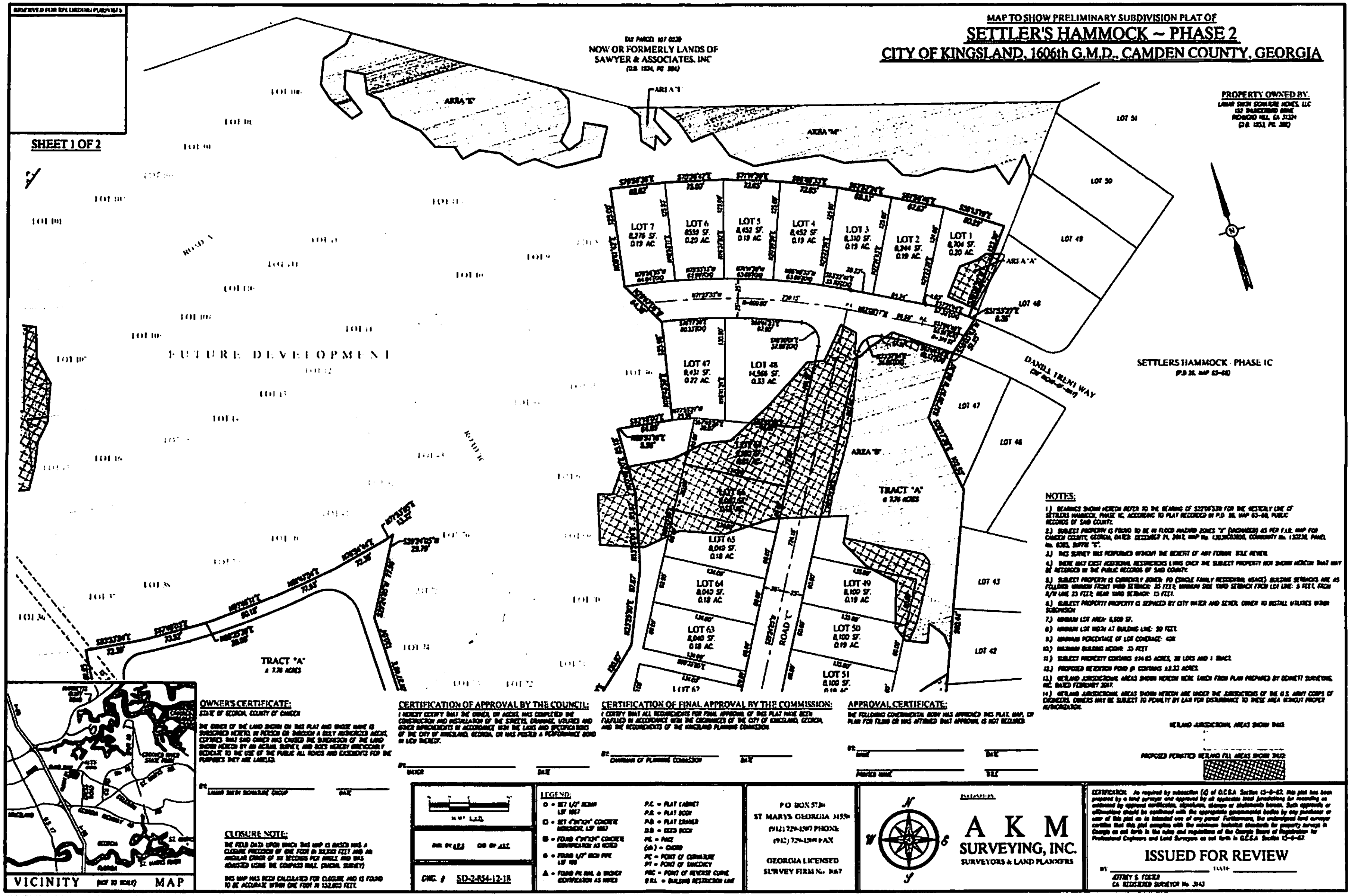
Should you have any questions or comments, please do not hesitate to contact me. I can be reached by phone at 478-477-3923 or by e-mail (jstover@cartersloope.com).

Sincerely,

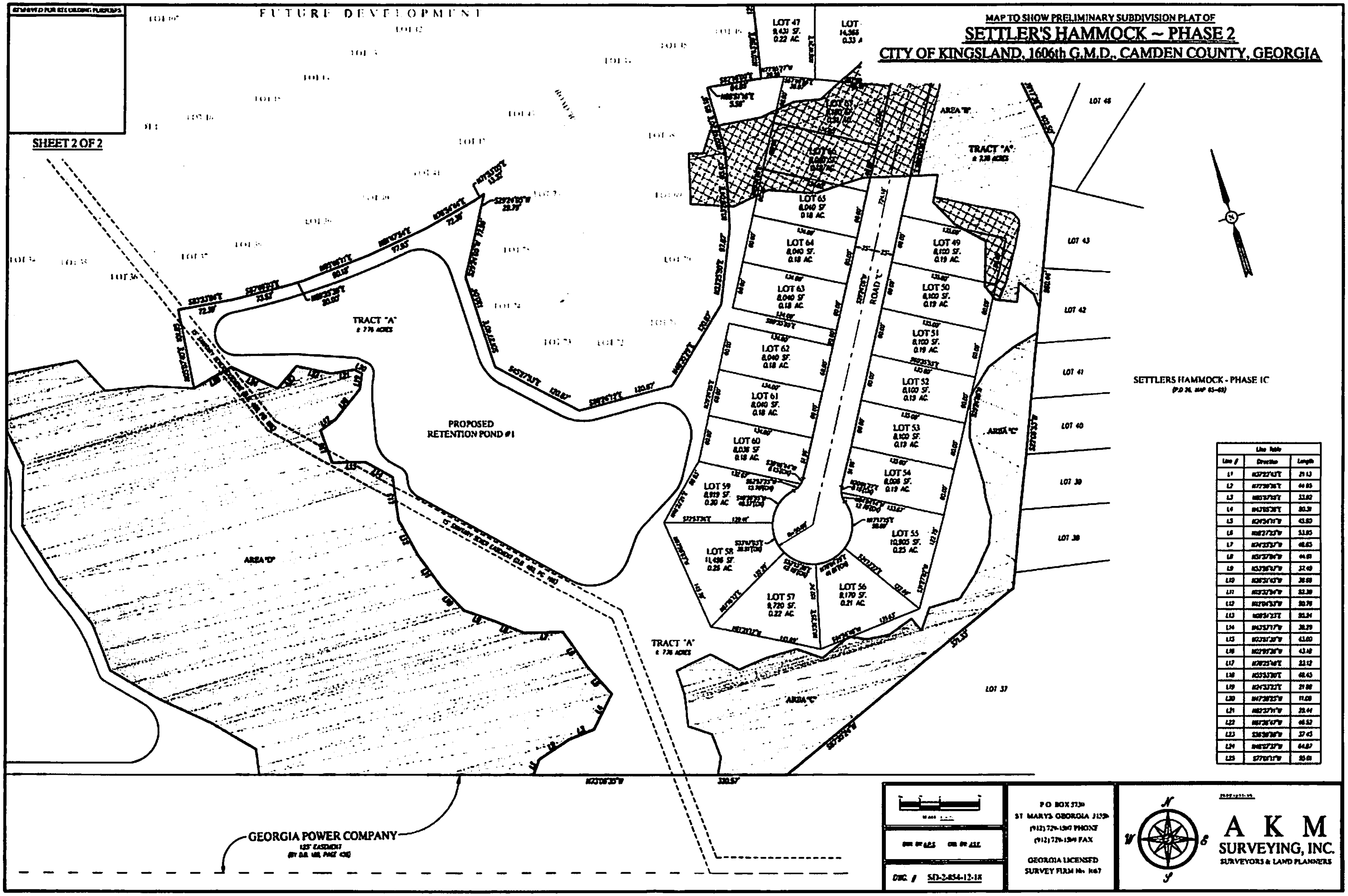
John L. Stover, Jr.

John L. Stover, Jr.
Project Manager

cc: Mr. Scott Kimball, City of Kingsland (by email)
Mr. Jared Wozny, P.E., Carter & Sloope, Inc. (by email)



MAP TO SHOW PRELIMINARY SUBDIVISION PLAT OF
SETTLER'S HAMMOCK ~ PHASE 2
CITY OF KINGSLAND, 1606th G.M.D., CAMDEN COUNTY, GEORGIA
PROPERTY OWNED BY:
SHEET 1 OF 2
NOW OR FORMERLY LANDS OF
SAWYER & ASSOCIATES, INC
AREA "E"
AREA "M"
AREA "A"
AREA "B"
FUTURE DEVELOPMENT
LOT 7
LOT 6
LOT 5
LOT 4
LOT 3
LOT 2
LOT 1
LOT 47
LOT 48
LOT 65
LOT 64
LOT 63
LOT 49
LOT 50
LOT 51
ROAD "C"
TRACT "A"
DANIEL TREMI WAY
SETTLERS HAMMOCK PHASE 1C
NOTES:
OWNER'S CERTIFICATE:
CERTIFICATION OF APPROVAL BY THE COUNCIL:
CERTIFICATION OF FINAL APPROVAL BY THE COMMISSION:
APPROVAL CERTIFICATE:
CLOSURE NOTE:
LEGEND:
VICINITY MAP
P O BOX 5730
ST MARYS GEORGIA 31558
(912) 729-1397 PHONE
(912) 729-1394 FAX
GEORGIA LICENSED
SURVEY FIRM No. 867
A K M
SURVEYING, INC.
SURVEYORS & LAND PLANNERS
ISSUED FOR REVIEW
DWG. # SD-2-854-12-18


MAP TO SHOW PRELIMINARY SUBDIVISION PLAT OF
SETTLER'S HAMMOCK ~ PHASE 2
CITY OF KINGSLAND, 1606th G.M.D., CAMDEN COUNTY, GEORGIA
FUTURE DEVELOPMENT
SHEET 2 OF 2
PROPOSED RETENTION POND #1
TRACT "A"
SETTLERS HAMMOCK - PHASE 1C
GEORGIA POWER COMPANY
125' EASEMENT
AKM
SURVEYING, INC.
SURVEYORS & LAND PLANNERS
P O BOX 5730
ST MARYS GEORGIA 31558
GEORGIA LICENSED
SURVEY FIRM No. 867
SD-2-854-12-18

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 10/15/19 06:00 PM
Department: City Clerk
Category: Planning & Zoning
Prepared By: Linda M Oshaughnessy
Initiator: Linda M Oshaughnessy
Sponsors:

AGENDA ITEM (ID # 2864)

DOC ID: 2864

Approval Of: Deannexation of Property Owned by Danny R and Sheryl R. Brown, Sr.

3.5 acres of property shown as Tax Map 095 Parcel 025E. Approved by the Camden County Board of Commissioners on October 1, 2019.

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

ORDINANCE (ID # 2867)

Meeting: 10/15/19 06:00 PM
Department: City Clerk
Category: Ordinance
Prepared By: Linda M Oshaughnessy
Initiator: Linda M Oshaughnessy
Sponsors:
DOC ID: 2867

Adoption Of: Ordinance #2019-10 to Deannex Danny and Sheryl Brown, Sr. Property

The City of Kingsland, GA
107 South Lee Street
P.O. Box 250
Kingsland, GA 31548
Ph: 912-729-5613
Fax: 912-729-7618

Kingsland
GEORGIA | EST. 1908

ORDINANCE NO. 2019-10

AN ORDINACE TO DEANNEX DANNY R. AND SHERYL R. BROWN SR. PROPERTY, 3.5 ACRES, TAX MAP AND PARCEL 095 025E, 1611 SCRUBBY BLUFF ROAD, KINGSLAND, GEORGIA.

WHEREAS, the City of Kingsland seek to encourage planned growth and development that offers urban type services; and

WHEREAS, Danny R. and Sheryl R. Brown Sr. has a house on land at 1611 Scrubby Bluff Road, otherwise described as map and parcel 095 025D consisting of approximately 3.5 acres.

WHERAS, the City of Kingsland does not have public sewer available to the property on this portion of Scrubby Bluff Rd.

WHEREAS, the cost of extending sewer service is not cost justifiable, and

WHEREAS, the Camden County Board of Commissioners have agreed to accept the deannexation;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND that the City of Kingsland deannex the property described in attachment 1 of Danny R. and Sheryl R. Sr. from the City of Kingsland;

Adopted and approved the 15th day of October, 2019.

____

Mayor

ATTEST:

____

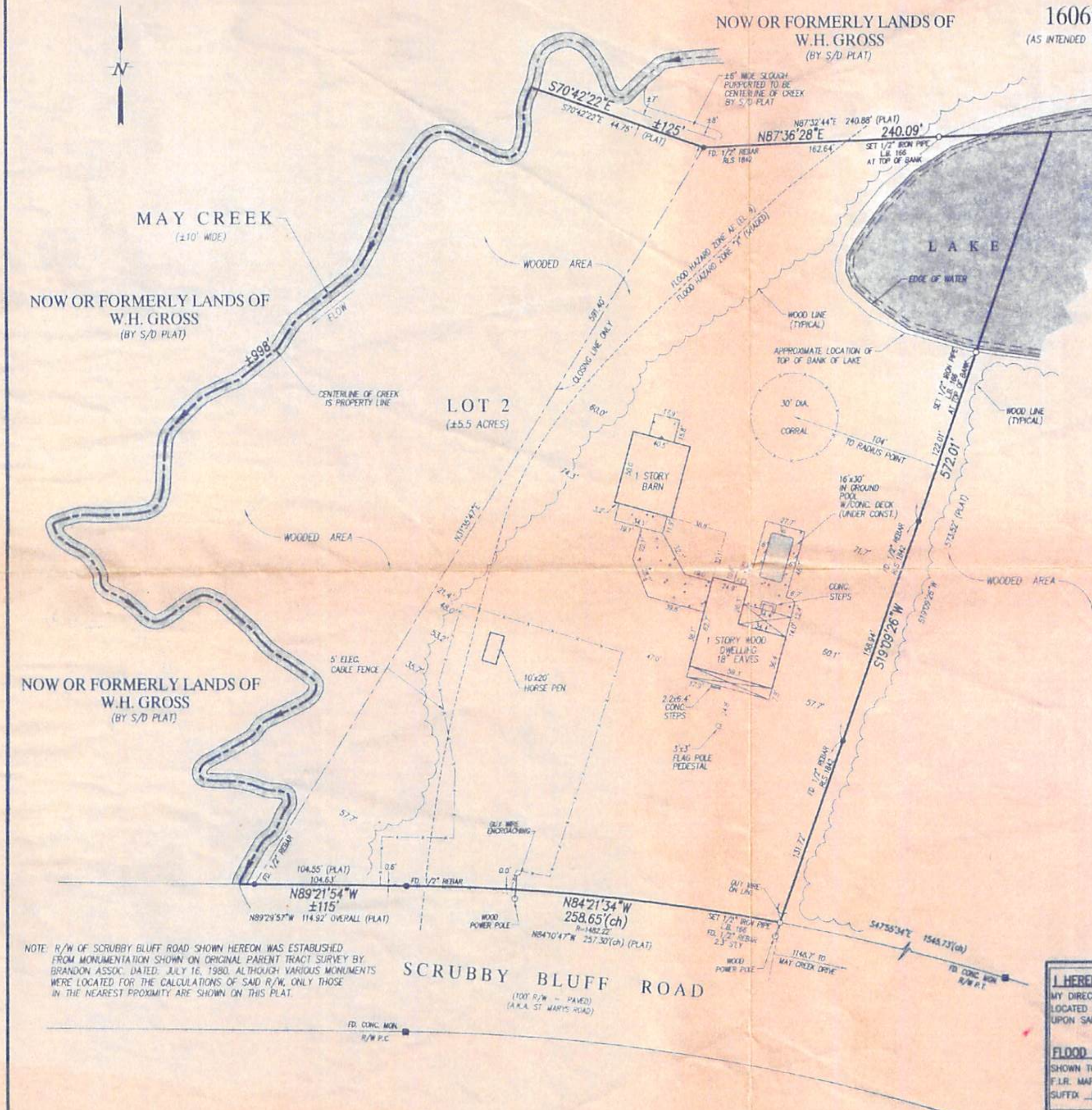
City Clerk

MAP TO SHOW SURVEY OF

LOT 2, MAY LAKE SUBDIVISION, 1606th G.M.D., CAMDEN COUNTY, GEORGIA

(AS INTENDED TO BE DESCRIBED IN PLAT RECORDED IN PLAT CABINET 2, FILE No. 191-A, PUBLIC RECORDS OF SAID COUNTY)

For: Laurie A. Morton and Russell G. Morton



NOTE: R/W OF SCRUBBY BLUFF ROAD SHOWN HEREON WAS ESTABLISHED FROM MONUMENTATION SHOWN ON ORIGINAL PARENT TRACT SURVEY BY BRANDON ASSOC. DATED: JULY 16, 1980. ALTHOUGH VARIOUS MONUMENTS WERE LOCATED FOR THE CALCULATIONS OF SAID R/W, ONLY THOSE IN THE NEAREST PROXIMITY ARE SHOWN ON THIS PLAT.

NOTES:

1.) BEARINGS SHOWN HEREON REFER TO THE BEARING OF S19°09'26"W FOR THE E'LY LINE OF SUBJECT PROPERTY ACCORDING TO SAID SUBDIVISION PLAT.

2.) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT.

3.) THERE MAY EXIST ADDITIONAL RESTRICTIONS LYING OVER THE SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF CAMDEN COUNTY.

4.) NO ATTEMPT HAS BEEN MADE TO DETERMINE WETLAND AREAS OR OTHER ENVIRONMENTAL ISSUES, IF ANY, THAT MAY AFFECT THE SUBJECT PROPERTY.

5.) REFER TO COUNTY ZONING REGULATIONS FOR BUILDING SETBACK REQUIREMENTS.

6.) BUILDING TIES SHOWN HEREON WERE CALCULATED FROM RADIAL LOCATION.

7.) BUILDING SETBACKS PER SUBDIVISION PLAT ARE AS FOLLOWS:

FRONT: 25 FEET
SIDE: 10 FEET
REAR: 15 FEET

I HEREBY CERTIFY THAT THE ABOVE LAND WAS SURVEYED UNDER MY DIRECT SUPERVISION AND THAT THE CORNERS & IMPROVEMENTS ARE LOCATED UPON SAME AS SHOWN AND THAT THERE ARE NO ENCROACHMENTS UPON SAID LAND, EXCEPT AS SHOWN.

FLOOD CERTIFICATE: THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS SHOWN TO BE IN FLOOD HAZARD ZONE "X" (SHADED) & AE (EL. 9) AS PER F.I.R. MAP No. 13039C0370D, COMM No. 130262, PANEL No. 0370, SUFFIX D, DATED: JULY 03, 1995 FOR: CAMDEN COUNTY, GEORGIA

THIS SURVEY NOT VALID UNLESS THIS PRINT IS EMBOSSED WITH THE SEAL OF THE BELOW SIGNED.

SCALE: 1" = 50'

DWG. No. B-1-2853-01-04

DWN. BY: R.B.

CKD. BY: B.S.B.

PRIVETT & ASSOCIATES, INC.
SURVEYORS & LAND PLANNERS
LICENSED BUSINESS No. 168, GA.
LICENSED BUSINESS No. 4204, FLA.
1201 SHADOWLAWN DRIVE
ST. MARYS, GEORGIA 31558
(912) 882-3738

ERNEST R. BENNETT, JR.
REGISTERED SURVEYOR, No. 2503 GA.

CERTIFICATION: THIS IS TO CERTIFY TO THE CLERK OF SUPERIOR COURT OF CAMDEN COUNTY, GEORGIA, THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE PROVISIONS, RELATIVE TO THE ACT CREATED BY GEORGIA CODE SECTION 15-6-67 AMENDED (No. 1366-SENATE BILL No. 7.35), HAVE BEEN MET AND APPROVAL OF THIS PLAT BY THE APPROPRIATE LOCAL GOVERNING AUTHORITY IS NOT NECESSARY FOR RECORDING PURPOSES.

F.B. 291, PG. 69-70
SURVEY DATE: 01-21-04
CADD FILE: RB\DWG04\MORTON.DWG

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 10/15/19 06:00 PM
Department: City Clerk
Category: Planning & Zoning
Prepared By: Linda M Oshaughnessy
Initiator: Linda M Oshaughnessy
Sponsors:
DOC ID: 2865

AGENDA ITEM (ID # 2865)

Approval Of: Deannexation of Property Owned by Robert D and Donna R. Dinkins

5.25 acres of property shown as Tax Map 095 Parcel 025D, adopted by the Camden County Board of County Commissioners on October 1, 2019.

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

ORDINANCE (ID # 2866)

Meeting: 10/15/19 06:00 PM
Department: City Clerk
Category: Ordinance
Prepared By: Linda M Oshaughnessy
Initiator: Linda M Oshaughnessy
Sponsors:
DOC ID: 2866

Adoption Of: Ordinance #2019-09 to Deannex Robert and Donna Dinkins Property

The City of Kingsland, GA
107 South Lee Street
P.O. Box 250
Kingsland, GA 31548
Ph: 912-729-5613
Fax: 912-729-7618

Kingsland
GEORGIA | EST. 1908

ORDINANCE NO. 2019-09

AN ORDINACE TO DEANNEX ROBERT D. AND DONNA R. DINKINS PROPERTY, 5.25 ACRES, TAX MAP AND PARCEL 095 025D, 1601 SCRUBBY BLUFF ROAD, KINGSLAND, GEORGIA.

WHEREAS, the City of Kingsland seek to encourage planned growth and development that offers urban type services; and

WHEREAS, Robert D. and Donna R. Dinkins has a house on land at 1601 Scrubby Bluff Road, otherwise described as map and parcel 095 025D consisting of approximately 5.25 acres.

WHERAS, the City of Kingsland does not have public sewer available to the property on this portion of Scrubby Bluff Rd.

WHEREAS, the cost of extending sewer service is not cost justifiable, and

WHEREAS, the Camden County Board of Commissioners have agreed to accept the deannexation;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND that the City of Kingsland deannex the property described in attachment 1 of Robert D. and Donna R. Dinkins from the City of Kingsland;

Adopted and approved the 15th day of October, 2019.

____

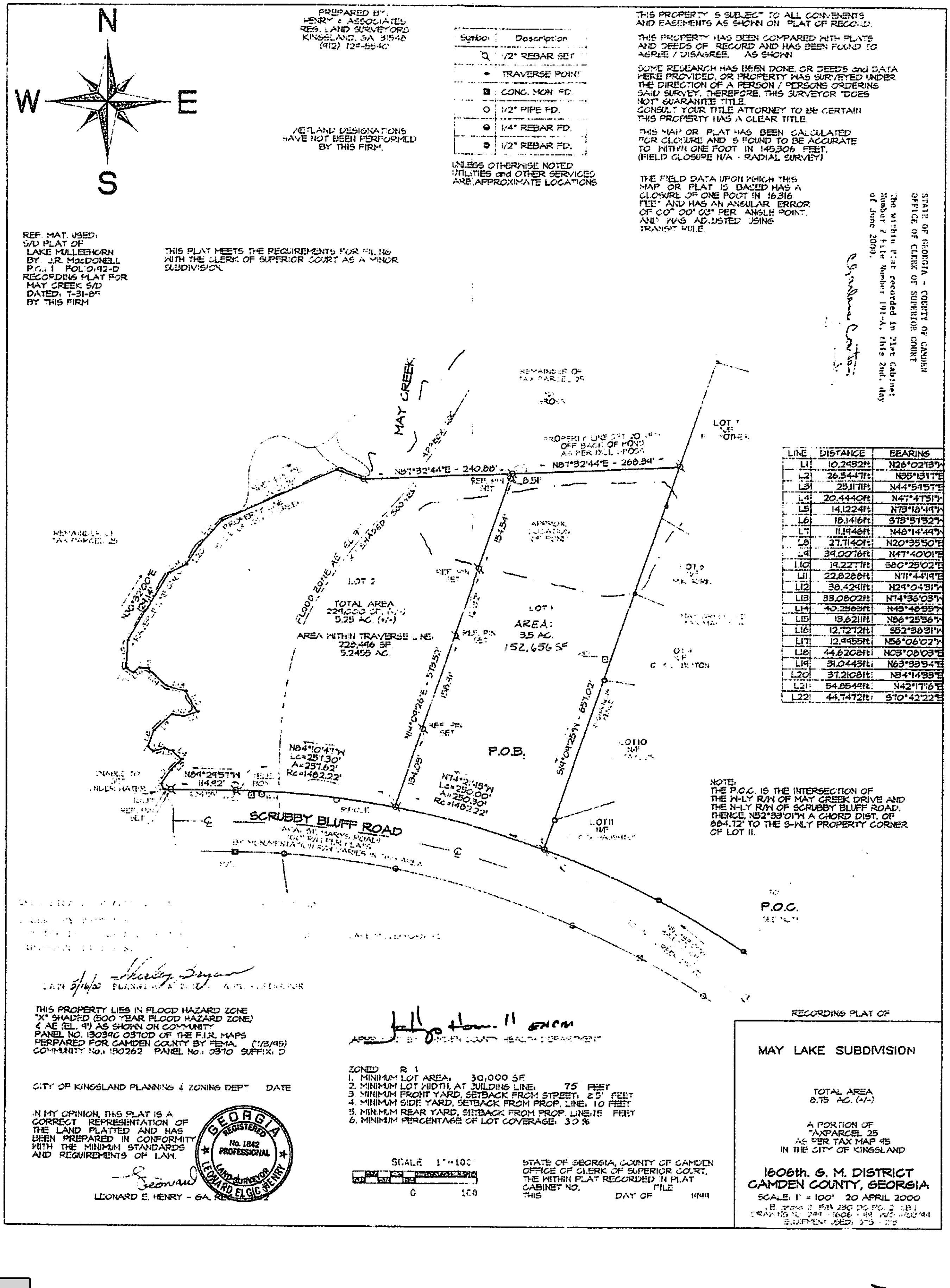
Mayor

ATTEST:

____

City Clerk

D



LINE	DISTANCE	BEARING
L1	10.2452ft	N26°02'13"W
L2	26.5441ft	N85°13'17"E
L3	25.1171ft	N44°54'57"E
L4	20.4440ft	N47°47'51"W
L5	14.1224ft	N73°18'44"W
L6	18.1416ft	S79°51'52"W
L7	11.1946ft	N48°14'44"W
L8	27.1140ft	N20°35'50"E
L9	34.0076ft	N47°40'01"E
L10	19.2271ft	S80°25'02"E
L11	22.8288ft	N71°44'19"E
L12	38.4241ft	N24°04'51"W
L13	33.0802ft	N74°36'03"W
L14	40.2965ft	N45°46'55"W
L15	13.6211ft	N86°25'56"W
L16	12.7272ft	S52°38'31"W
L17	12.4955ft	N56°06'02"W
L18	44.6208ft	N03°08'03"E
L19	31.0443ft	N63°33'34"E
L20	37.2108ft	N34°14'33"E
L21	54.8544ft	N42°17'16"E
L22	44.7472ft	S70°42'22"E

Attachment: survery D (2866 : Adoption Of: Ordinance #2019-09 to Deannex Robert and Donna Dinkins Property)

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 10/15/19 06:00 PM
Department: City Clerk
Category: Planning & Zoning
Prepared By: Linda M Oshaughnessy
Initiator: Linda M Oshaughnessy
Sponsors:
DOC ID: 2862

AGENDA ITEM (ID # 2862)

Approval Of: Variance on Tax Parcel K15 12 004B, 324 N. Lee Street

Habitat for Humanity, Camden County is requesting a reduction in rear yard setback from 15 to 10 feet, Zoning is R-1. *Staff recommends approval.*

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 10/15/19 06:00 PM
Department: Finance
Category: Budget
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 2859

AGENDA ITEM (ID # 2859)

Approval Of: Five Year Capital Improvement Plan

The proposed five year capital improvement plan is a working document that will be updated annually to be used for capital outlay planning proposes. *Finance department recommends approval.*

City of Kingsland
Five Year Capital Improvement Plan Summary
FY 2020-2024

PROGRAM	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	5 YEAR TOTAL	PERCENT OF TOTAL
Information Technology	$ 49,715	$ 36,900	$ 37,400	$ 10,500	$ 10,500	$ 145,015	**0.68%**
Police	$ 140,630	$ 137,680	$ 135,260	$ 137,680	$ 135,260	$ 686,510	**3.24%**
Fire Department	$ 2,116,715	$ 25,000	$ -	$ -	$ 1,400,000	$ 3,541,715	**16.70%**
Planning & Zoning	$ 17,000	$ -	$ -	$ -	$ -	$ 17,000	**0.08%**
Public Works	$ 1,019,749	$ 910,785	$ 964,500	$ 652,500	$ 1,402,500	$ 4,950,034	**23.35%**
Fleet Services	$ 85,995	$ 6,000	$ -	$ 4,995	$ 2,045	$ 99,035	**0.47%**
Water/ Sewer Operations	$ 152,000	$ 320,000	$ 315,000	$ 295,000	$ 552,000	$ 1,634,000	**7.71%**
Water Treatment Plant: Drinking Water	$ 2,000,000	$ 950,000	$ -	$ -	$ -	$ 2,950,000	**13.91%**
Waste Water Treatment Plant	$ 5,026,785	$ 176,500	$ 242,000	$ 128,000	$ 185,000	$ 5,758,285	**27.16%**
Solid Waste	$ 500,000	$ 435,000	$ -	$ 340,000	$ 145,000	$ 1,420,000	**6.70%**
Grand Total	**$ 11,108,589**	**$ 2,997,865**	**$ 1,694,160**	**$ 1,568,675**	**$ 3,832,305**	**$ 21,201,594**	**100.00%**

City of Kingsland
Five Year Capital Improvement Plan
FY 2020-2024

PROGRAM	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	5 YEAR TOTAL
Information Technology						
Incode 10 Upgrade	$ -	$ 26,400	$ 26,900	$ -	$ -	**$ 53,300**
HP or Cisco Switches/Routers	$ -	$ 10,500	$ 10,500	$ 10,500	$ 10,500	**$ 42,000**
Server Configuration (SPLOST VIII)	$ 43,005	$ -	$ -	$ -	$ -	**$ 43,005**
Uninterupted Power Supply (UPS) (SPLOST VIII)	$ 6,710	$ -	$ -	$ -	$ -	**$ 6,710**
Total:	$ 49,715	$ 36,900	$ 37,400	$ 10,500	$ 10,500	**$ 145,015**
Police Department						
Patrol Vehicles	$ 73,260	$ 97,680	$ 73,260	$ 97,680	$ 73,260	**$ 415,140**
Installed Equipment on Vehicles	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	**$ 200,000**
Police Admin Vehicle	$ 22,000	$ -	$ 22,000	$ -	$ 22,000	**$ 66,000**
Camera System Upgrade	$ 5,370	$ -	$ -	$ -	$ -	**$ 5,370**
Total:	$ 140,630	$ 137,680	$ 135,260	$ 137,680	$ 135,260	**$ 686,510**
Fire Department						
Refurbish Aerial Truck	$ 385,908	$ -	$ -	$ -	$ -	**$ 385,908**
Refurbish Cyclone Pumper	$ 222,807	$ -	$ -	$ -	$ -	**$ 222,807**
Cascade System	$ 58,000	$ -	$ -	$ -	$ -	**$ 58,000**
Training Station	$ -	$ -	$ -	Unknown	$ -	**$ -**
Extraction Equipment	$ -	$ 25,000	$ -	$ -	$ -	**$ 25,000**
Fire Engine 5	$ -	$ -	$ -	$ -	$ 600,000	**$ 600,000**
Ladder Truck With Equipment (SPLOST VIII)	$ 1,000,000	$ -	$ -	$ -	$ -	**$ 1,000,000**
Firehouse 4 remodel (SPLOST VIII)	$ 450,000	$ -	$ -		$ -	**$ 450,000**
Firehouse 3 remodel (SPLOST VIII)	$ -	$ -	$ -	$ -	$ 800,000	**$ 800,000**
Total:	$ 2,116,715	$ 25,000	$ -	$ -	$ 1,400,000	**$ 3,541,715**
Public Works						
Flatbed Dump Truck	$ 62,000	$ -	$ -	$ -	$ -	**$ 62,000**
Large ATV/ Side by Side	$ 10,000	$ -	$ -	$ -	$ -	**$ 10,000**
Mini Excavator	$ -	$ 35,000	$ -	$ -	$ -	**$ 35,000**
Dump Truck	$ -	$ 130,000	$ -	$ -	$ 130,000	**$ 260,000**
Admin Vehicle	$ 22,000	$ -	$ -	$ -	$ -	**$ 22,000**
Pickup Truck (1/2 ton)	$ -	$ -	$ 24,000	$ -	$ -	**$ 24,000**
Zero Turn Lawn Mower	$ -	$ -	$ 8,000	$ -	$ -	**$ 8,000**
Tractor	$ -	$ -	$ 55,000	$ -	$ -	**$ 55,000**
Utility Van	$ -	$ -	$ -	$ 50,000	$ -	**$ 50,000**
Pickup Trucks (3/4 ton)	$ -	$ -	$ -	$ -	$ 50,000	**$ 50,000**
Bulldozer	$ -	$ -	$ -	$ -	$ 20,000	**$ 20,000**
LMIG Resurfacing 2018 & 2019 (SPLOST VII)	$ 45,000	$ 65,000	$ -	$ -	$ -	**$ 110,000**
College Road (SPLOST VII)	$ 250,000	$ -	$ -	$ -	$ -	**$ 250,000**
Maycreek Drainage Phase I & II (SPLOST VII & VIII)	$ 274,000	$ 375,000	$ -	$ -	$ -	**$ 649,000**
Exit 3 Lights (Splost VII)	$ 40,964	$ -	$ -	$ -	$ -	**$ 40,964**
Road Striping (SPLOST VII)	$ 60,000	$ -	$ -	$ -	$ -	**$ 60,000**
Street Signs (SPLOST VIII)	$ 12,500	$ 12,500	$ 12,500	$ 12,500	$ 12,500	**$ 62,500**
LMIG Resurfacing 2020-2022 (SPLOST VIII)	$ -	$ 50,000	$ 55,000	$ 60,000	$ 65,000	**$ 230,000**
Road Striping (SPLOST VIII)	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	**$ 125,000**
Traffic Lights (SPLOST VIII)	$ 218,285	$ 218,285	$ -	$ -	$ -	**$ 436,570**
Road Resurfacing Projects (SPLOST VIII)	$ -	$ -	$ 525,000	$ -	$ -	**$ 525,000**
Road Paving Projects (SPLOST VIII)	$ -	$ -	$ -	$ -	$ 1,100,000	**$ 1,100,000**
Sidewalk Projects (SPLOST VIII)	$ -	$ -	$ 130,000	$ -	$ -	**$ 130,000**
Drainage Projects (SPLOST VIII)	$ -	$ -	$ -	$ 375,000	$ -	**$ 375,000**
Dump Trucks (SPLOST VIII)	$ -	$ -	$ 130,000	$ 130,000	$ -	**$ 260,000**
Total:	$ 1,019,749	$ 910,785	$ 964,500	$ 652,500	$ 1,402,500	**$ 4,950,034**
Planning & Zonning						
Vehicle (small SUV)	$ 17,000	$ -	$ -	$ -	$ -	**$ 17,000**
Total:	$ 17,000	$ -	$ -	$ -	$ -	**$ 17,000**
Fleet Services						
Alignment Machine	$ 30,000	$ -	$ -	$ -	$ -	**$ 30,000**
Alignment Lift/ Rack	$ 15,000	$ -	$ -	$ -	$ -	**$ 15,000**
Diagnostic System	$ 5,000	$ -	$ -	$ -	$ -	**$ 5,000**
Two Post Lifts	$ 10,995	$ -	$ -	$ -	$ -	**$ 10,995**
Wheel Balancer	$ -	$ -	$ -	$ 4,995	$ -	**$ 4,995**
AC Recovery and Recharge Unit	$ -	$ 6,000	$ -	$ -	$ -	**$ 6,000**
Tire Changer (passenger vehicles)	$ -	$ -	$ -	$ -	$ 2,045	**$ 2,045**
Fuel Depot	$ 25,000	$ -	$ -	$ -	$ -	**$ 25,000**
Total:	$ 85,995	$ 6,000	$ -	$ 4,995	$ 2,045	**$ 99,035**

Attachment: Capital Improvement Plan (2859 : Approval Of: Five Year Capital Improvement Plan)

City of Kingsland
Five Year Capital Improvement Plan
FY 2020-2024

PROGRAM	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	5 YEAR TOTAL
Water/Sewer Operations						
3/4 Ton Pickup Trucks w/tool box body	$ 84,000	$ -	$ -	$ -	$ -	**$ 84,000**
Flatbed Dump Truck	$ 62,000	$ -	$ -	$ -	$ -	**$ 62,000**
Water Saw	$ 6,000	$ -	$ -	$ -	$ -	**$ 6,000**
Vac-Con	$ -	$ 320,000	$ -	$ -	$ -	**$ 320,000**
Air Compression and Bucket Booming Machine	$ -	Unknown	$ -	$ -	$ -	**$ -**
Walk Behind Trencher	$ -	$ -	Unknown	$ -	$ -	**$ -**
Utility Van	$ -	$ -	Unknown	$ -	$ -	**$ -**
Value Exercise Machine	$ -	$ -	$ 50,000	$ -	$ -	**$ 50,000**
Insertive Valves	$ -	$ -	Unknown	$ -	$ -	**$ -**
3/4 Ton Truck	$ -	$ -	$ -	$ 30,000	$ 30,000	**$ 60,000**
4" Double Diaphragm Pump	$ -	$ -	$ -	Unknown	$ -	**$ -**
Avanti System	$ -	$ -	$ -	$ -	$ 7,000	**$ 7,000**
Tapping Kit	$ -	$ -	$ -	$ -	$ 5,000	**$ 5,000**
Trailer Dove Tail	$ -	$ -	$ -	$ -	Unknown	**$ -**
Trench Box	$ -	$ -	$ -	$ -	$ 10,000	**$ 10,000**
Water/Sewer Projects (SPLOST VIII)	$ -	$ -	$ -	$ -	$ 500,000	**$ 500,000**
Utility Relocates (SPLOST VIII)	$ -	$ -	$ 265,000	$ 265,000	$ -	**$ 530,000**
Total:	$ 152,000	$ 320,000	$ 315,000	$ 295,000	$ 552,000	**$ 1,634,000**
Water Treatment Plant: Drinking Water						
GEFA project (elect. bldg, clear well, piping , aerator, meters)	$ 1,500,000	$ -	$ -	$ -	$ -	**$ 1,500,000**
Piping	$ -	$ -	$ -	$ -	Unknown	**$ -**
Deep Well @ WTP #2 ($200,000 SPLOST VII)	$ 500,000	$ -	$ -	$ -	$ -	**$ 500,000**
Elevated Water Tank (SPLOST VIII)	$ -	$ 950,000	$ -	$ -	$ -	**$ 950,000**
Total:	$ 2,000,000	$ 950,000	$ -	$ -	$ -	**$ 2,950,000**
Waste Water Treatment Plant						
Belt Press	$ -	$ -	$ 100,000	$ -	$ -	**$ 100,000**
Mower	$ -	$ -	$ 4,000	$ -	$ -	**$ 4,000**
Pickup Truck	$ -	$ 20,000	$ -	$ -	$ -	**$ 20,000**
Crane Truck	$ -	$ -	$ -	$ -	$ 60,000	**$ 60,000**
Roof Maintenance	$ -	$ -	$ 10,000	$ -	$ -	**$ 10,000**
Lift Stations - various rehabs	$ 375,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	**$ 575,000**
Fence	$ -	$ 5,000	$ 5,000	$ 5,000	$ 5,000	**$ 20,000**
Hack Control Boxes	$ -	$ 3,000	$ 3,000	$ 3,000	$ -	**$ 9,000**
A/C Replacement	$ -	$ 10,000	$ 10,000	$ 10,000	$ 10,000	**$ 40,000**
GEFA project-Plant renovations ($2,500,000 SPLOST VII)	$ 4,500,000	$ -	$ -	$ -	$ -	**$ 4,500,000**
Tractor with Bush Hog (SPLOST VII)	$ 27,285	$ -	$ -	$ -	$ -	**$ 27,285**
Composite Samplers (SPLOST VII)	$ 14,000	$ 14,000	$ -	$ -	$ -	**$ 28,000**
Blowers (SPLOST VII)	$ 14,500	$ 14,500	$ -	$ -	$ -	**$ 29,000**
Bypass Pump (SPLOST VII)	$ 36,000	$ -	$ -	$ -	$ -	**$ 36,000**
Pipe Lining (SPLOST VII & VIII)	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000	**$ 100,000**
Manholes (SPLOST VII & VIII)	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	**$ 200,000**
Total:	$ 5,026,785	$ 176,500	$ 242,000	$ 128,000	$ 185,000	**$ 5,758,285**
Solid Waste						
Side Loader Garbage Truck	$ 290,000	$ 290,000	$ -	$ 290,000	$ -	**$ 870,000**
Rear Loader Garbage Truck	$ 210,000	$ -	$ -	$ -	$ -	**$ 210,000**
Limb Wagon	$ -	$ 145,000	$ -	$ -	$ 145,000	**$ 290,000**
Flatbed Truck	$ -	$ -	$ -	$ 50,000	$ -	**$ 50,000**
Total:	$ 500,000	$ 435,000	$ -	$ 340,000	$ 145,000	**$ 1,420,000**
Grand Total	**$ 11,108,589**	**$ 2,997,865**	**$ 1,694,160**	**$ 1,568,675**	**$ 3,832,305**	**$ 21,201,594**
SPLOST VII	*$ 3,521,749*	*$ 153,500*	*$ -*	*$ -*	*$ -*	*$ 3,675,249*
SPLOST VIII	*$ 1,755,500*	*$ 1,630,785*	*$ 1,202,500*	*$ 927,500*	*$ 2,562,500*	*$ 8,078,785*

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 2857)

Meeting: 10/15/19 06:00 PM
Department: Finance
Category: Budget
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 2857

Resolution 2019- 11: to Amend the Revenues of the SPLOST VII-2013 Issue

SPLOST VII referendum was based on total collections of $65,000,000 with Kingsland's portion estimated at $16,639,629. Actual collections were $42,273,034 with Kingsland's portion being $10,262,797. To complete remaining projects with funds available it is necessary to amend estimated revenues to actual revenues received. *Finance recommends approval.*

A RESOLUTION TO AMEND THE REVENUES OF THE SPLOST VII-2013 ISSUE
BUDGET RESOLUTION FOR THE CITY OF KINGSLAND
Resolution # 2019-_____

BE IT ORDAINED by the Mayor and Council of the City of Kingsland, Georgia in regular session lawfully assembled for City purposes:

Account Name	Budget Account	Adopted Budget	Revenue Increases (Decreases)	Proposed Revenue

That it is necessary to amend the budgeted revenues in the SPLOST VII Fund for a (decrease) in actual revenues collected.

That the above transaction can be fulfilled by changing the following budget accounts:

SPLOST VII Proceeds	Machinery & Equipment	$ 508,000	$ (194,682)	$ 313,318
SPLOST VII Proceeds	Road Construction Projects	$ 6,900,000	$ (2,644,298)	$ 4,255,702
SPLOST VII Proceeds	Resurfacing Projects	$ 700,000	$ (268,262)	$ 431,738
SPLOST VII Proceeds	Sidewalk Projects	$ 100,000	$ (38,323)	$ 61,677
SPLOST VII Proceeds	Misc Repairs & Improv.	$ 335,000	$ (128,383)	$ 206,617
SPLOST VII Proceeds	Water & Sewer Projects	$ 8,096,629	$ (3,102,884)	$ 4,993,745
		$ 16,639,629	$ (6,376,832)	$ 10,262,797

THEREFORE, BE IT RESOLVED, that the City of Kingsland does hereby ordain, resolve, and enact the foregoing budget amendments for the City of Kingsland, Georgia.

Adopted this 15th day of October 2019.

CITY OF KINGSLAND, GEORGIA

____

Dr. C. Grayson Day, Jr., Mayor

Attest:_______________________________________

Linda O'Shaughnessy, City Clerk

City of Kingsland, Georgia

Schedule of Special Purpose Local Option Sales Tax VII - 2013 Issue
For the Fiscal Year Ended September 30, 2019

Project	Original Estimated Revenue	Actual Collected Revenue	Amount Expended: Prior Years	Amount Expended: Current Year	Other Financing Sources	Total SPLOST Funds Expended	SPLOST BALANCE
Machinery & Equipment	$ 508,000	$ 313,318	$ 304,700	$ -	$ -	$ 304,700	$ 8,618
Road Construction Projects	$ 6,900,000	$ 4,255,702	$ 2,956,404	$ 1,249,858	$ 514,281	$ 3,691,981	$ 563,720
Re-Surfacing Projects	$ 700,000	$ 431,738	$ 134,224	$ 248,835	$ 208,703	$ 174,356	$ 257,382
Sidewalk Projects	$ 100,000	$ 61,677	$ 82,542	$ -	$ -	$ 82,542	$ (20,865
Miscellaneous Repairs & Improvements	$ 335,000	$ 206,617	$ 161,037	$ -	$ -	$ 161,037	$ 45,580
Water & Sewer Projects	$ 8,096,629	$ 4,993,745	$ 1,986,804	$ 183,970	$ -	$ 2,170,774	$ 2,822,971
Total	$ 16,639,629	$ 10,262,797	$ 5,625,711	$ 1,682,663	$ 722,984	$ 6,585,391	$ 3,677,407

This is the unaudited annual report on spending for fiscal year 2018-2019 of the Special Purpose Local Option Sales Tax VII-2013 Issue for the City of Kingsland, Georgia.

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 10/15/19 06:00 PM
Department: City Clerk
Category: Resolution
Prepared By: Linda M Oshaughnessy
Initiator: Linda M Oshaughnessy
Sponsors:
DOC ID: 2882

RESOLUTION (ID # 2882)

Approval Of: Resolution #2019-12, to Support the Camden County Public Service Authority's Submission of an Application for Funding from the Georgia Department of Natural Resources' Georgia Outdoor Stewardship Program in Order to Construct St. Mary's Tabby Ruins Trail with the Winding Road Connector to the East Coast Greenway

Staff recommends approval.

CITY OF KINGSLAND, GEORGIA
RESOLUTION TO SUPPORT THE CAMDEN COUNTY PUBLIC SERVICE AUTHORITY'S SUBMISSION OF AN APPLICATION FOR FUNDING FROM THE GEORGIA DEPARTMENT OF NATURAL RESOURCES' GEORGIA OUTDOOR STEWARDSHIP PROGRAM IN ORDER TO CONSTRUCT ST MARYS TABBY RUINS TRAIL – WITH THE WINDING ROAD CONNECTOR TO THE EAST COAST GREENWAY. #2019-12

WHEREAS, the Coastal Georgia Greenway is envisioned as a 155-mile trail system, which will connect South Carolina to Florida through Georgia's six coastal counties; and

WHEREAS, this alternative transportation network will link the towns, attractions, recreational sites, historic and cultural sites, waterways and natural habitats of the coast. A series of trails suitable for bicyclists, joggers, equestrians, canoeists, kayakers, and other non-motorized users will be built; and

WHEREAS, The Coastal Georgia Greenway is being built by public-private partnerships of local jurisdictions, bike clubs, non-profit organizations and citizens who are cooperating to build the trails; and

WHEREAS, this will be an extension of the current trail that has a trail head located at the St. Marys Tabby Ruins, and stretch to the Crooked River Boat Ramp located in the Unincorporated County jurisdiction; and

NOW THEREFORE BE IT RESOLVED BY THE KINGSLAND MAYOR AND CITY COUNCIL that during the Regular Meeting of the Kingsland City Council, held on the 15th day of October, 2019, a motion was made and duly seconded that the Kingsland City Council shall support an application for funding from the Georgia Department of Natural Resources' Georgia Outdoor Stewardship Program St Marys Tabby Ruins Trail – with the Winding Road Connector to the East Coast Greenway; and

BE IT FURTHER RESOLVED BY THE MAYOR AND KINGSLAND CITY COUNCIL that in the event the Camden County Public Service Authority's application is recommended for funding by the Department of Natural Resources, The City of Kingsland commits to provide certain in -kind services for completion of this project.

Adopted in City Council Meeting this 15th Day of October 2019.

BY: ___________________________________
Dr. C. Grayson Day, Jr., Mayor

ATTEST: ___________________________________
Linda M. O'Shaughnessy, City Clerk

City Council
107 South Lee Street
Kingsland, GA 31548

TABLED

Meeting: 10/15/19 06:00 PM
Department: City Clerk
Category: Agreement
Prepared By: Linda M Oshaughnessy
Initiator: Linda M Oshaughnessy
Sponsors:
DOC ID: 2854

AGENDA ITEM (ID # 2854)

Approval Of: Professional Services Agreement, Red Speed Georgia, LLC

Agreement has been reviewed and approved by legal counsel. *Staff recommends approval.*

HISTORY:

09/23/19	**City Council**	**TABLED**	**Next: 10/15/19**

Mayor Pro Tem Alex Blount stated he would like to table this item until the next meeting which will allow the city attorney more time to go through this agreement; and he stated he would like to give the city more time to do their due diligence and check on references.

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PROFESSIONAL SERVICES AGREEMENT

June 30, 2019

This AGREEMENT (the "Agreement") made this 30th Day of June, 2019, (herein the "Commencement Date"), between RedSpeed Georgia, LLC, a Georgia Limited Liability Company (herein "REDSPEED"), with its principal place of business at 400 Eisenhower Lane North, Lombard, IL 60148, and City of Kingsland, a political subdivision authorized and created by the State of Georgia (herein "GOVERNING BODY"), with principal offices at 107 S Lee St, Kingsland, GA 31548.

WITNESSETH:

WHEREAS, REDSPEED has the exclusive knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the "Speed Photo Enforcement System" (herein "SPE System"); and

WHEREAS, GOVERNING BODY desires to use the SPE System to monitor and enforce school zone speed, and may, in the future, desire to monitor and enforce red light violations or other traffic movements and to issue citations for traffic violations; and

WHEREAS, on or about May 8, 2018, the Governor of the State of Georgia signed 2017 6a. HB 978 into law, resulting in Section 40-14-18 of the Official Code of Georgia Annotated taking effect on July 1, 2018; and

WHEREAS, Section 40-14-18 of the Official Code of Georgia Annotated expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Section 40-14-8 of the Official Code of Georgia Annotated, subject to certain requirements; and

WHEREAS, GOVERNING BODY's City Council has adopted an ordinance, which authorizes GOVERNING BODY's Traffic Safety Camera Program ("TSCP") and provides for the implementation and operation of such program by REDSPEED, as agent of GOVERNING BODY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, REDSPEED and GOVERNING BODY agree that the Agreement shall be as provided herein:

<u>TERMS AND CONDITIONS</u>

1. DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

"Motor Vehicle" means any self-propelled vehicle not operated upon rails or guide-way, but not including any bicycle or electric personal assisted mobility device.

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"Notice of Violation" means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by SPE System or REDSPEED as an agent of such law enforcement agent, agency or court.

"Motor Vehicle Owner" means the person or entity identified by the Georgia Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.

"Recorded Images" means photographic, electronic, digital or video images of a Motor Vehicle recorded by a SPE System and establishing a time sequence of the Motor Vehicle entering the intersection or speed zone and its speed.

"RedCheck" means web-based violation processing system used by Certified Peace Officer.

"Speed Photo Enforcement System" (herein "SPE System") means an electronic system that captures recorded images of Motor Vehicles speeding in designated school zone and consisting of, at a minimum one radar, IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.

"Certified Peace Officer" means an employee of GOVERNING BODY's police department who meets the qualifications of Section 40-14-1(1) of the Official Code of Georgia Annotated.

"Unamortized Costs" means the historical cost of a fixed asset less the total depreciation shown against that asset up to a specified date. Unamortized costs for this Agreement may include, but are not limited to, design/engineering plans, camera foundation construction and installation, restoration of camera location to its original condition and cost of equipment.

"Violation" means a violation of Section 40-14-8 or Section 40-14-18 of the Official Code of Georgia Annotated or a violation of GOVERNING BODY's Code of Ordinances, as may be amended from time to time.

2. REDSPEED AGREES TO PROVIDE:

The scope of work identified in "Exhibit A, Section 1".

3. GOVERNING BODY AGREES TO PROVIDE:

The scope of work identified in "Exhibit A, Section 2".

4. SERVICE FEES:

The service fee schedule identified in "Exhibit B".

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5. TERM AND TERMINATION:

This Agreement shall be effective on the Commencement Date. The term of this Agreement shall be for ten (10) one-year periods as described more particularly below beginning on the first day of the month following the first issued Notice of Violation (the "Start Date"). However, GOVERNING BODY may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement sixty (60) days prior to the expiration of the current term.

REDSPEED's services may be terminated:

a. By mutual written consent of the parties.

b. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement and the defaulting party fails to cure the default within thirty (30) days after receiving written notice. The terminating party must provide written notice to the other party of its intent to terminate and state with reasonable specificity the grounds for termination.

c. For convenience, by either party in the event that state legislation or a decision by a court of competent jurisdiction prohibits the deployment of the SPE Systems that is the subject of this Agreement, but only following the exhaustion of any legal challenges that may occur challenging such state legislation or judicial determination. To the extent it becomes necessary, the Parties to this Agreement acknowledge that this agreement shall be tolled during the time it takes to determine legal challenges.

d. For convenience of GOVERNING BODY. GOVERNING BODY reserves the right to terminate by giving written notice to REDSPEED sixty (60) days prior to the effective date of such termination. If GOVERNING BODY elects to terminate the agreement under this subsection during the first twelve (12) months of the initial contract term, GOVERNING BODY shall pay termination costs related to unamortized costs up to the lesser of ten thousand dollars ($10,000.00) or program revenues through the date of termination.

Upon termination of this Agreement, either for breach or because it has reached the end of its term or as a result of giving an early termination notice, the parties recognize that GOVERNING BODY will have to process traffic law violations that occur prior to the notice of termination of the Agreement and that REDSPEED must assist GOVERNING BODY in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the winddown period: GOVERNING BODY shall cease using the SPE System, shall return or allow REDSPEED to recover all provided equipment within a reasonable time not to exceed ninety (90) days, and shall not generate further images to be processed. Unless directed by GOVERNING BODY not to do so, REDSPEED shall continue to process all images taken by GOVERNING BODY before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to all Fees

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specified in the Agreement as if the Agreement were still in effect. REDSPEED shall provide GOVERNING BODY with all revenues owed to GOVERNING BODY accruing prior to the date of termination and REDSPEED shall be entitled to its fees pursuant to this Agreement, from said accrued revenues provided to GOVERNING BODY.

Notwithstanding any other provision of this Agreement, in compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Agreement shall terminate at midnight on one year after the Start Date (the "initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13 and subject to the further conditions provided in this Paragraph, this Agreement shall be automatically renewed for up to nine (9) successive one (1) year terms (each one year term occurring after the initial term shall be referred to as a "renewal term") unless the City delivers written notice of non-renewal to REDSPEED at least thirty (30) days prior to the expiration of the initial term. At the expiration of each renewal term, this Agreement shall be automatically renewed for an additional one (1) year term, unless the City furnishes REDSPEED written notice of its intent not to renew this Agreement not less than thirty (30) days prior to the expiration of such renewal term. If written notice of non-renewal is given, this Agreement will terminate upon expiration of the then existing term.

~~5. TERM AND TERMINATION:~~

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Provided, however, that GOVERNING BODY hereby acknowledges and agrees that delivery and performance of REDSPEED's rights pursuant to this Agreement shall require a significant investment by REDSPEED, and that in order to finance such investment, REDSPEED may be required to enter into certain agreements or arrangements including, but not limited to, acknowledgments and/or consents with equipment lessors, banks, financial institutions or other similar persons or entities. GOVERNING BODY hereby agrees that REDSPEED shall have the right to assign, pledge, hypothecate or otherwise transfer its rights to the equipment but not the service provided under this Agreement, to any of the aforesaid financial institutions without GOVERNING BODY's prior written approval. GOVERNING BODY further acknowledges and agrees that in the event that REDSPEED provides any such acknowledgment or consent to GOVERNING BODY for execution, and in the event that GOVERNING BODY fails to execute and deliver such acknowledgment or consent back to REDSPEED within ten (10) calendar days after its receipt of such request from REDSPEED to execute such acknowledgment or consent, GOVERNING BODY shall be deemed to have consented to and approved such acknowledgment or consent. ~~and REDSPEED is granted a limited power of attorney, coupled with an interest, to execute~~

7. FEES AND PAYMENT:

GOVERNING BODY shall pay for all equipment, services and maintenance based on the fee schedule indicated in Exhibit B, Schedule 1 ("Fees").

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8. COMMUNICATION OF INFORMATION:

REDSPEED agrees that all information obtained by REDSPEED through operation of the SPE System shall be made available to the GOVERNING BODY at any time during REDSPEED's normal working hours excluding trade secrets as defined by Georgia law and other information that is confidential pursuant to Georgia law or exempt from disclosure pursuant to Georgia law and not reasonably necessary for the prosecution of citations or the fulfillment of GOVERNING BODY's obligation under this Agreement. REDSPEED reserves the right to charge GOVERNING BODY for sizable information requests that will incur substantial resource allocation to compile.

9. CONFIDENTIAL INFORMATION:

No information given by REDSPEED to GOVERNING BODY will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by REDSPEED and either confidential pursuant to Georgia law or exempt from disclosure pursuant to Georgia law. Nothing in this paragraph shall be construed contrary to the terms and provisions of any Georgia law governing public records or similar laws, insofar as they may be applicable. REDSPEED shall not use any information acquired by this program with respect to any violations or GOVERNING BODY's law enforcement activities for any purpose other than the program encompassed by this Agreement.

10. OWNERSHIP OF SYSTEM:

It is understood by GOVERNING BODY that the SPE System being installed by REDSPEED is, and shall remain, the sole property of REDSPEED, unless separately procured from REDSPEED through a lease or purchase transaction. The SPE Systems are provided to GOVERNING BODY only under the terms and for the term of this Agreement.

11. RECORDS AND AUDIT:

REDSPEED shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. REDSPEED agrees to make available to GOVERNING BODY's Internal Auditor, during normal business hours and in City of Kingsland, Georgia all books of account, reports and records relating to this Agreement for the duration of the Agreement and retain them for a minimum period of three (3) years beyond the last day of the Agreement term or such other period required by the Georgia public records law and Georgia public records retention schedules, whichever is longer.

12. INDEMNIFICATION AND INSURANCE:

REDSPEED shall comply with all laws, ordinances and regulations governing the use of photo enforcement systems applicable to this Agreement and shall comply with the maintenance procedures and manufacturer recommendations for operation of SPE System equipment which affect this Agreement, and shall indemnify and save harmless

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the GOVERNING BODY and GOVERNING BODY's elected officials, officers, employees, and agents against claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the negligence, gross negligence, recklessness, or willful or intentional misconduct of REDSPEED, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of GOVERNING BODY.

REDSPEED agrees to protect, defend, indemnify, and hold harmless GOVERNING BODY and GOVERNING BODY's elected officials, officers, employees, and agents~~officers, employees, and agents~~ from and against any and all losses, penalties, damages, settlements, fines, claims, costs, charges for other expenses, or liabilities of every and any kind including any award of attorney fees and any award of costs in connection with or arising from any negligence, gross negligence, intentional or reckless act or omission by REDSPEED or any of REDSPEED's officers, employees, agents, contractors, or subcontractors in performing the work agreed to or performed by REDSPEED under the terms of this Agreement. Without limiting the foregoing, any and all claims, suits or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, violations of any decree of any court in connection with or arising from any negligence, gross negligence, intentional or reckless act or omission by REDSPEED shall be included in this indemnity.

REDSPEED shall maintain the following minimum scope and limits of insurance:

a. Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of $1,000,000 per occurrence. Such insurance shall name GOVERNING BODY and GOVERNING BODY's elected officials, officers, employees, and agents as additional insured for liability arising from REDSPEED's operation.

b. Workers' Compensation, as required by applicable state law, and Employers Liability Insurance with limits of not less than $500,000 each accident. REDSPEED shall always maintain Workers' Compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of GOVERNING BODY.

c. Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by REDSPEED with a minimum $1,000,000 per occurrence combined single limit bodily injury and property damage.

REDSPEED shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name GOVERNING BODY and GOVERNING BODY's elected officials, officers, employees, and agents~~and GOVERNING BODY's officers, employees and elected officials~~ as additional insureds.

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Certificates showing REDSPEED is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to GOVERNING BODY within thirty (30) calendar days after the date on which this Agreement is made. Such certificates shall show that GOVERNING BODY shall be notified at least thirty (30) days in advance of all cancellations of such insurance policies. REDSPEED shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as GOVERNING BODY is a body politic and corporate, the laws from which GOVERNING BODY derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, GOVERNING BODY may enter into this Agreement, shall be controlling and shall be incorporated by reference into this Agreement. GOVERNING BODY shall be responsible for vehicle insurance coverage on any vehicles driven by GOVERNING BODY employees. Coverage will include liability and collision damage.

REDSPEED will require all its subcontractors to provide the aforementioned coverage as well as any other coverage that REDSPEED may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors shall be the sole responsibility of REDSPEED.

13. STATE LAW TO APPLY:

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Camden County, Georgia and that all litigation between them in the federal courts shall take place in the State of Georgia.

14. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both Parties. Following thirty (30) days of unsuccessful negotiation, a dispute may be submitted to professionally-assisted mediation. Before a demand for mediation may be filed by either Party, the management of both Parties shall have met at least two times in face-to-face meetings in an effort to resolve any dispute or controversy through normal business management practices. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

~~Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional~~

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~~Accounting and Related Services Disputes of the American Arbitration Association~~

GOVERNING BODY may from time to time consider it in its best interest to change, modify or extend term, conditions or covenants of this Agreement or require changes in the scope of the Services to be performed by REDSPEED, or request REDSPEED to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of REDSPEED's compensation, which are mutually agreed upon by and between GOVERNING BODY and REDSPEED, shall be incorporated in written amendments (herein called "Amendments") to this Agreement that are duly executed by both parties. Such Amendments shall not invalidate the procurement process or this Agreement nor relieve or release REDSPEED or GOVERNING BODY of any of its obligations under this Agreement unless stated therein.

16. EFFECT OF AMENDMENT(S) ON AGREEMENT:

Except as expressly amended or modified by the terms of an Amendment, all terms of the Agreement shall remain in full force and effect. Unless a different meaning is specified in an Amendment, all capitalized terms used herein shall have the meaning described in the Agreement. In the event of a conflict between the terms of the Amendment and this Agreement, the Amendment shall prevail and control.

17. LEGAL CONSTRUCTION AND REQUIREMENTS:

In case any one or more of the provisions contained in this Agreement shall for any reason, by a court of competent jurisdiction, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

18. NO AGENCY:

Except as specifically provided otherwise herein, REDSPEED is an independent contractor under this Agreement and acts an agent of GOVERNING BODY for all program activities described in RedSpeed's Scope of Work.~~.~~ Personal services shall be provided by employees of REDSPEED who shall be subject to supervision by REDSPEED, and not as officers, employees or agents of the GOVERNING BODY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of REDSPEED.

Commented [SK3]: ?

Commented [LS4]: We should define specifica[...]t activities RedSpeed is authorized to act on our be[...]

19. FORCE MAJEURE:

GOVERNING BODY and REDSPEED will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, rioting, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

the non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

the excuse of performance is of no greater scope and no longer duration than is required by the Force Majeure;

no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and,

the non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, GOVERNING BODY may excuse performance for a longer term. Economic hardship of REDSPEED will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

20. PERMITS, FEES, AND LICENSES:

REDSPEED shall, at its own expense, obtain all necessary permits and pay all and fees required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

21. NON-DISCRIMINATION:

There shall be no discrimination as to race, sex, color, creed, age, sexual orientation, disability, marital status, or national origin in the operations conducted under this Agreement.

22. SUBCONTRACTORS:

REDSPEED must be capable of performing all the services contained within this Agreement. If REDSPEED uses a subcontractor in the performance of these services, REDSPEED shall submit complete information on any/all proposed subcontractors. The same qualifications requirements, and all other terms and conditions of the Agreement shall also apply to the subcontractor. GOVERNING BODY reserves the right to approve or disapprove of any subcontractor proposed.

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REDSPEED shall ensure that all of REDSPEED's subcontractors perform in accordance with the terms and conditions of this Agreement. REDSPEED shall be fully responsible for all of REDSPEED's subcontractors' performance, and liable for any of REDSPEED's subcontractors' non-performance and all of REDSPEED's subcontractors' negligent, grossly negligent, intentional or reckless acts and omissions. REDSPEED shall defend, counsel being subject to GOVERNING BODY's approval or disapproval, and indemnify and hold harmless GOVERNING BODY and GOVERNING BODY's elected officials, officers, employees, and agents~~and GOVERNING BODY's officers, employees, and agents~~ from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of REDSPEED's subcontractors for payment for work performed for GOVERNING BODY by any of such subcontractors, and from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any negligent, grossly negligent, intentional or reckless act or omission by any of REDSPEED's subcontractors.

23. ENTIRE AGREEMENT:

The provisions of this Agreement, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Agreement, are merged into this ~~Amendment~~Agreement. Except as amended by an Amendment, the terms of the Agreement shall continue in full force and effect.

24. NOTICES:

Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by REDSPEED or GOVERNING BODY shall be in writing and shall be given or made by personal service, first class mail, overnight delivery, or by certified or registered mail to the parties at the following respective addresses:

City of Kingsland
107 S Lee St
Kingsland, GA 31548
Attn: City Manager

RedSpeed Georgia, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Attn: Robert Liberman, Manager

25. EXCLUSIVITY:

GOVERNING BODY agrees that upon execution of this Agreement, GOVERNING BODY may not utilize another vendor, other than REDSPEED, for the same or similar services as contemplated herein, within ~~the jurisdiction~~any installed School Zone operated by RedSpeed of the GOVERNING BODY without prior written consent from REDSPEED.

Commented [LS5]: Delete this section

IN WITNESS THEREOF, the parties have duly executed this Agreement on the day and year first written above.

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City of Kingsland, Georgia **RedSpeed Georgia, LLC**

By:____________________,____/___/__
Name
Title

By:____________________,____/___/__
Robert Liberman
Manager

Attest:____________________,____/___/______
Kingsland City Clerk / Authorized Attestor

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Exhibit A

SECTION 1.

REDSPEED SCOPE OF WORK

1. REDSPEED agrees to provide a turnkey solution for SPE Systems to GOVERNING BODY wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled "GOVERNING BODY Scope of Work". REDSPEED and GOVERNING BODY understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by GOVERNING BODY, unless otherwise specified, GOVERNING BODY shall not charge REDSPEED for the cost. All other in-scope work, external to GOVERNING BODY, is the responsibility of REDSPEED.

2. REDSPEED agrees to make every effort to adhere to the Project Time Line agreed upon between the parties and based on the Best and Final Offer.

3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches to be agreed upon between REDSPEED and GOVERNING BODY after completion of site analyses. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained.

4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.

5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing.

6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of: camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance.

7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) business hours of determination of a malfunction.

8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of GOVERNING BODY internet connections or infrastructure are excluded from this service level.

9. REDSPEED will establish a demand deposit account bearing the title, "RedSpeed Georgia LLC as agent for City of Kingsland at CIBC Bank." All funds collected on behalf of GOVERNING BODY, excluding REDSPEED's monthly fees and any fees associated with electronic processing of violations, will be deposited in this account and

Commented [SK6]: ?

transferred by wire on or about the 15th calendar day of the month to GOVERNING BODY's primary deposit bank. GOVERNING BODY will identify the account to receive funds wired from ~~First Midwest Bank~~RedSpeed. GOVERNING BODY shall sign a W-9 and blocked account agreement, to be completed by GOVERNING BODY, to ensure GOVERNING BODY's financial interest in said bank account is preserved.

Commented [SK7]: ?

10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach.

11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.

12. REDSPEED shall assign a project manager who will be the liaison between GOVERNING BODY and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. GOVERNING BODY shall reserve the right to request a new project manager.

13. REDSPEED shall provide GOVERNING BODY with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.

14. REDSPEED shall provide the Kingsland Police Department Certified Peace Officer with access to RedCheck, for the purposes of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.

Commented [SK8]: Whose officer

Commented [LS9]: A City Officer

15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Certified Peace Officer consistent with State Law.

16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Certified Peace Officer.

17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as GOVERNING BODY's agent.

18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for GOVERNING BODY.

19. If GOVERNING BODY is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.

20. REDSPEED shall provide to GOVERNING BODY access to RedCheck system, which provides GOVERNING BODY with ability to run and print all standard system reports.

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21. If required by GOVERNING BODY, REDSPEED shall, at REDSPEED's expense, provide and train GOVERNING BODY with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.

22. In those instances where damage to an SPE System is caused by negligence on the part of GOVERNING BODY or its authorized agent(s), REDSPEED will provide GOVERNING BODY an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.

23. REDSPEED shall provide a toll-free, GOVERNING BODY-specific help line to help GOVERNING BODY resolve any problems encountered regarding its SPE System and/or citation processing. The help line shall function during normal business hours. Call Center hours for violators is Monday-Friday 9:00 AM to 5 PM EST or EDT, as the case may be.

24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).

25. REDSPEED is authorized to charge, collect and retain fees associated with the electronic processing. Such fees shall not exceed $25.00 per violation. Such fee is paid by the violator. GOVERNING BODY will not receive any of said fees. GOVERNING BODY assumes no liability, responsibility, or control for said fee sought by REDSPEED.

26. REDSPEED shall provide GOVERNING BODY with a warning period consistent with State law.

Commented [SK10]: ?

Commented [LS11]: This may be referring to th day warning period before citations will be written

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SECTION 2.
GOVERNING BODY'S SCOPE OF WORK

26. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate GOVERNING BODY responsibilities under the Agreement.

27. Within seven (7) business days of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.

28. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Certified Peace Officers authorized by GOVERNING BODY's police department to approve and issue Notices of Violation.

29. GOVERNING BODY shall establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at GOVERNING BODY's facility or by appointment with the Police Department.

30. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and GOVERNING BODY.

31. GOVERNING BODY shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and GOVERNING BODY will endeavor to approve the plans in a timely manner.

32. GOVERNING BODY will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.

33. If use of private property right of way is needed, GOVERNING BODY shall assist REDSPEED in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.

34. GOVERNING BODY may allow REDSPEED to build needed infrastructure in existing GOVERNING BODY owned easement as necessary and only after required permits have been approved.

35. GOVERNING BODY's Certified Peace Officer(s) shall process each potential violation in accordance with State Law and/or GOVERNING BODY's Ordinances within five (5) days (excluding Saturday, Sunday and GOVERNING BODY observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.

36. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.

37. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.

38. GOVERNING BODY shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. GOVERNING BODY may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.

39. If remote access to a REDSPEED SPE System is blocked by GOVERNING BODY's network security infrastructure, GOVERNING BODY's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.

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Exhibit B

SCHEDULE 1
SERVICE FEE SCHEDULE

GOVERNING BODY agrees to pay REDSPEED the Fee(s) as itemized below:

1. Description of Pricing

Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, violation processing services, DMV records access, mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SPE System for Certified Peace Officer review:

33% service fee for each paid violation

2. Optional Services

License Plate Reader (LPR) module: Additional 2% service fee for each paid violation per approach

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 2884)

Meeting: 10/15/19 06:00 PM
Department: City Manager
Category: Policy
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors: Robert L. Jones
DOC ID: 2884

Approval Of: Police Department Incentive Program

Recruitment and Retention Incentives for the Kingsland Police Department.

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 10/15/19 06:00 PM
Department: City Manager
Category: Ordinance
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors: City Manager Lee Spell
DOC ID: 2858

AGENDA ITEM (ID # 2858)

Approval Of: Ordinance and Adoption Agreement for GMEBS Defined Benefit Plan

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

GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Kingsland

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

TABLE OF CONTENTS

PAGE

I. AN ORDINANCE

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

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

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

Ordinance continued on page 38

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN ADOPTION AGREEMENT

1. ADMINISTRATOR

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

2. ADOPTING EMPLOYER

Name: **City of Kingsland, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **P.O. Box 250, Kingsland, GA 31548-0250**
Phone: **(912) 729-5613**
Facsimile: **(912) 729-7618**

4. PLAN REPRESENTATIVE

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

Name: **Human Resources Director**
Address: **P.O. Box 250, Kingsland, GA 31548-0250**
Phone: **(912) 729-5613**
Facsimile: **(912) 729-7618**

5. PENSION COMMITTEE

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

Position:
Position:
Position:
Position:
Position:

Pension Committee Secretary: **City Manager**
Address: **P.O. Box 250, Kingsland, GA 31548-0250**
Phone: **(912) 729-5613**
Facsimile: **(912) 729-7618**

6. TYPE OF ADOPTION

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

☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.

☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.

☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows **(check one or more as applicable):**

- ☒ To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.

- ☐ To make the following amendments to the Adoption Agreement **(must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: ___________________.

7. EFFECTIVE DATE

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

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

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

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

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

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

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

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **January 1, 2014** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **January 1, 2003** **(insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective **March 1, 1973** **(insert effective date of Employer's original GMEBS Plan)**. (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective _____ **(if applicable, insert effective date of Employer's original non-GMEBS Plan)**.)

8. PLAN YEAR

Plan Year means **(check one):**

☐ Calendar Year
☐ Employer Fiscal Year commencing ____.
☒ Other **(must specify month and day commencing)**: **March 1.**

9. CLASSES OF ELIGIBLE EMPLOYEES

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

A. <u>Eligible Regular Employees</u>

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

☒ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.

☐ **ALL REGULAR EMPLOYEES <u>EXCEPT</u>** for the following employees **(must specify; specific positions are permissible; specific individuals may not be named)**: ____.

B. <u>Elected or Appointed Members of the Governing Authority</u>

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

(1) <u>Elected or Appointed Members of the Governing Authority (check one)</u>:

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

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

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): **<u>Each elected or appointed member of the Governing Authority who holds an office on March 1, 1988, shall be qualified to apply for participation in the Plan on such date. Each other elected or appointed member of the Governing Authority who holds an office subsequent to March 1, 1988 shall be qualified to apply for participation in the Plan on the first day of the month immediately following or coinciding with the first date after March 1, 1988, that he occupies any elective office of the Governing Authority. However, any elected or appointed member of the Governing Authority who holds an office on or after March 1, 1991 shall not be eligible to participate in the Plan. For purposes of this Plan, Service shall not include any term of office that begins on or after March 1, 1991.</u>**

(2) Municipal Legal Officers (check one):

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

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

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

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

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

☐ No minimum
☐ 20 hours/week (regularly scheduled)
☐ 30 hours/week (regularly scheduled)
☒ Other: **35 hours per week** (must not exceed 40 hours/week regularly scheduled)

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

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named): Eligible Regular Employees employed as of December 8, 2008, provided they are not reemployed with the City after said date.**

Minimum hour requirement applicable to excepted Regular Employees:

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

B. Months Per Year (Regular Employees)

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to**

determine whether these requirements are and continue to be satisfied. The Employer hereby elects the following minimum requirement for Regular Employees:

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

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

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

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

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

11. WAITING PERIOD

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

12. ESTABLISHING PARTICIPATION IN THE PLAN

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

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

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

13. CREDITED SERVICE

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

A. Credited Past Service with Adopting Employer

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

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

☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to ______________________________ **(insert date)**.

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows **(must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: ____________________.

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

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

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.

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

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

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **In addition to the above limitations, Credited Past Service shall not include any tenure of office as an elected or appointed member of the Governing Authority unless the Participant was serving as an elected or appointed member of the Governing Authority of Eligible Regular Employee on March 1, 1988.**

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

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

B. Prior Military Service

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

(1) Credit for Prior Military Service.

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

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

☒ Prior Military Service is **not** creditable under the Plan **(if checked, skip to Section 13.C. – Prior Governmental Service)**.

☐ Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):

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

(2) Maximum Credit for Prior Military Service.

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

(3) Rate of Accrual for Prior Military Service.

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

☐ One month of military service credit for every _______ month(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ One year of military service credit for every _____ year(s**) (insert number)** of Credited Service with the Adopting Employer.

☐ All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _______ years **(insert number)** of Credited Service with the Employer.

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

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

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

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

- ☐ The Participant must pay ____% of the actuarial cost of the service credit (as defined below).
- ☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: ________________________.

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

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

C. <u>Prior Governmental Service</u>

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

(1) Credit for Prior Governmental Service.

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

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

☐ Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:

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

(2) Definition of Prior Governmental Service.

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

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

(3) Maximum Credit for Prior Governmental Service.

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

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

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

☐ One month of prior governmental service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ One year of prior governmental service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Adopting Employer.

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

(5) Payment for Prior Governmental Service Credit.

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

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

☐ The Participant must pay ____% of the actuarial cost of the service credit.
☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: ________________________.

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

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

(1) Credit for Unused Paid Time Off.

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

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

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

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

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

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

(2) Minimum Service Requirement.

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

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

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

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

(4) Maximum Credit for Unused Paid Time Off.

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

(5) Computation of Unused Paid Time Off.

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

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

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

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

☒ Attainment of age **55** **(insert number)**

☒ Completion of **10** years **(insert number)** of Total Credited Service

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

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

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

☐ Attainment of age _________ **(insert number)**

☐ Completion of _________ years **(insert number)** of Total Credited Service

B. Normal Retirement Qualifications

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

(1) Regular Employees

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

☒ Attainment of age **65** **(insert number)**

☒ Completion of **5** years **(insert number)** of Total Credited Service

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

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

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

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

☐ Attainment of age _________ **(insert number)**

☐ Completion of _________ years **(insert number)** of Total Credited Service

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

(2) Elected or Appointed Members of Governing Authority

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

☒ Attainment of age **65** **(insert number)**

☐ Completion of _________ years **(insert number)** of Total Credited Service

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

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

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

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

☐ Attainment of age _________ **(insert number)**

☐ Completion of _________ years **(insert number)** of Total Credited Service

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

C. Alternative Normal Retirement Qualifications

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

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

(1) ☐ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).

(2) ☒ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**

☒ Attainment of age **62** **(insert number)**

☒ Completion of **20** years **(insert number)** of Total Credited Service

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

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **<u>Eligible Regular Employees.</u>**

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

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

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

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

☐ Must have attained at least age ______ **(insert number)**

☐ Must not satisfy any minimum age requirement

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

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

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

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

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

(4) ☒ **Alternative Minimum Service**. A Participant is eligible for an alternative normal retirement benefit if he has at least **<u>20</u>** years **(insert number)** of Total Credited Service, regardless of the Participant's age.

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

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **<u>Participants who retire directly from active Service as a City of Kingsland Firefighter or Police Officer and who have at least 20 years of Credited Service (including prior Credited Service with other GMEBS employers). For purposes of this provision, the term "Firefighter" and "Police Officer" shall be as defined in the GMEBS Master Plan.</u>**

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

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

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

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

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

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

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

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

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

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

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

☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 50 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐

only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: ____.

This alternative normal retirement benefit is available to:

☐ All public safety employee Participants who qualify.

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

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

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

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

D. <u>Disability Benefit Qualifications</u>

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

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

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

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

15. RETIREMENT BENEFIT COMPUTATION

A. <u>Maximum Total Credited Service</u>

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

☒ not limited.

☐ limited to _________ years for all Participants.

☐ limited to ________ years for the following classes of Eligible Regular Employees:

- ☐ All Eligible Regular Employees.
- ☐ Only the following Eligible Regular Employees: ____________________.

☐ limited to _______ years as an elected or appointed member of the Governing Authority.

☐ limited to _______ years as a Municipal Legal Officer.

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

B. <u>Monthly Normal Retirement Benefit Amount</u>

(1) <u>Regular Employee Formula</u>

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

☒ (a) **Flat Percentage Formula**. **<u>1.6</u>% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

☐ All Participants who are Regular Employees.
☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **<u>1) Eligible Regular Employees initially employed after December 8, 2008; and 2) Eligible Regular Employees employed on or before December 8, 2008 when application of this formula would result in a higher benefit than the Split Final Average Earnings Formula provided under subsection 15(B)(1)(c) below.</u>**

☐ (b) **Alternative Flat Percentage Formula**. **______% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an

Eligible Regular Employee. This formula applies to the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: ________________________________.

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

This formula applies to:

☐ All Participants who are Regular Employees.

☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **Eligible Regular Employees employed on or before December 8, 2008 only when application of this formula would result in a higher benefit than the Flat Percentage Formula provided under subsection 15(B)(1)(a) above.**

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

This formula applies to:

☐ All Participants.

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

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

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

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

☐ (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:

☐ All Participants who are Regular Employees.

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

☒ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **<u>Participants to whom the Split Final Average Earnings Formula set forth in subsection 15(B)(1)(c) above applies.</u>**

☐ (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:

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

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

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

(3) <u>Final Average Earnings</u>

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

This definition of Final Average Earnings applies to:

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

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

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

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

☐ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).

☒ $**20.00** **(insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer or major fraction thereof (6 months and 1 day).

This formula applies to:

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

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

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

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

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

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

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

Alternative Early Retirement Reduction Table

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

*Interpolate for whole months

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

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

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

E. Monthly Disability Benefit Amount

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

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

☐ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).

☐ No minimum is established.

☒ No less than **(check one):** ☒ 20% ☐ 10% ☐ **____**% **(if other than 20% or 10% insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

☐ No less than **(check one):** ☐ 66 2/3 % ☐ **______**% **(if other than 66 2/3%, insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

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

F. Minimum/Maximum Benefit For Elected Officials

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

☐ Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).

☒ No minimum or maximum applies.

☐ Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.

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

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

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

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

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

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

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

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

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

(b) ☐ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan. However, the

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

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

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

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

B. <u>Cost Of Living Adjustment</u>

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

☐ (1) No cost-of-living adjustment.

☒ (2) Variable Annual cost-of-living adjustment not to exceed **<u>3.0</u>**% **(insert percentage)**.

☐ (3) Fixed annual cost-of-living adjustment equal to ______% **(insert percentage)**.

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

☐ All Participants (and their Beneficiaries).

☐ Participants (and their Beneficiaries) who terminate employment on or after ____________________ **(insert date)**.

☒ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named)**: **<u>Participants (and their Beneficiaries) who terminate employment on or after October 1, 1989; provided, however, that the cost-of-living adjustment</u>**

<u>shall not apply with respect to Participants who are initially employed on or after January 1, 2014.</u>

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

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. <u>Eligible Regular Employees</u>

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

☐ **No vesting schedule (immediate vesting)**.

☒ **Cliff Vesting Schedule**. Benefits shall be 100% vested after the Participant has a minimum of **<u>10</u>** years **(insert number not to exceed 10)** of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.

☐ **Graduated Vesting Schedule**. Benefits shall become vested in accordance with the following schedule **(insert percentages)**:

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

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

Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: **<u>Active Employees Who Do Not Terminate and Return On or After January 1, 2014 – This class includes Employees who: (1) are employed by the City on December 31, 2013; and (2) do not become reemployed by the City on or after January 1, 2014.</u>**

Vesting Schedule for excepted class **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **Participant will be 100% vested after the Participant has at least five (5) years of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this 5-year minimum.**

Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: **(1) Active Employees Who Terminate and Return On or After January 1, 2014 – This class includes Employees who: (a) are employed by the City on December 31, 2013; and (b) become reemployed by the City on or after January 1, 2014; and**

(2) Former Employees who Return After January 1, 2014 – This class includes former Employees who: (a) are not employed by the City on December 31, 2013; and (b) become reemployed by the City on or after January 1, 2014.

Vesting Schedule for excepted class **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **10 Years Upon Reemployment – For Participants described in paragraph (1) or (2) immediately above, if upon reemployment with the City on or after January 1, 2014, the Participant has at least ten (10) years of Total Credited Service, the Participant will be 100% vested.**

5-10 Years Upon Reemployment – For Participants described in paragraph (1) or (2) immediately above, if upon reemployment with the City on or after January 1, 2014, the Participant has at least five (5) but fewer than ten (10) years of total Credited Service, then the Participant will be 100% vested in that portion of his/her normal retirement benefit that is attributable to Credited Service with the City prior to his reemployment date. The Participant will become 100% vested in the portion of his/her normal retirement benefit attributable to Credited Service after the reemployment date after the Participant has attained at least ten (10) years of Total Credited Service. The Participant will remain 0% vested in the portion of his/her normal retirement benefit attributable to Credited Service with the City after his/her reemployment date until the Participant satisfies the 10-year requirement.

Fewer than 5 Years Upon Reemployment – For Participants described in paragraph (1) or (2) immediately above, if upon reemployment with the City on or after January 1, 2014, the Participant has fewer than five (5) years of Total Credited Service, then the Participant shall be 100% vested after the Participant has attained at least ten (10) years of Total Credited Service. The Participant will remain 0% vested until the Participant satisfies the 10-year requirement.

B. Elected or Appointed Members of the Governing Authority

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

☐ Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).

☒ No vesting schedule (immediate vesting).

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

18. PRE-RETIREMENT DEATH BENEFITS

A. <u>In-Service Death Benefit</u>

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

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

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

☐ The Participant must have ______ years **(insert number)** of Total Credited Service.

☐ The Participant must be eligible for Early or Normal Retirement.

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

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

☒ The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Master Plan.

☐ The Participant must have _____ years **(insert number)** of Total Credited Service.

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

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

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

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

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

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

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

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

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

B. **<u>Terminated Vested Death Benefit</u>**

(1) **Complete this Section only if the Employer offers a terminated vested death benefit**. The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before

Retirement benefits commence. Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following terminated vested death benefit **(check one)**:

☒ **Auto A Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan.

☐ **Accrued Retirement Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

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

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

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

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

19. EMPLOYEE CONTRIBUTIONS

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

☒ Are not required.

☐ Are required in the amount of _____ % **(insert percentage)** of Earnings for all Participants.

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

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

(2) **Pre-Tax Treatment of Employee Contributions**. If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee

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

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

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

☐ Not to pick up Employee Contributions.

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

☐ Interest shall not be paid.

☐ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

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

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

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

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

21. TERMINATION OF THE ADOPTION AGREEMENT

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

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

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

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

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

(2) The Master Defined Benefit Plan Document and Trust Agreement;

(3) This Ordinance and Adoption Agreement (and any Addendum); and

(4) The rules and regulations of the Board.

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

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

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

> On and after February 17, 2005, the Board delegates to the Practitioner the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.
>
> Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:
>
> - the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2015-36; or
> - as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

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

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

AN ORDINANCE (continued from page 1)

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

Section 3. The effective date of this Ordinance shall be the date of its approval by the Governing Authority.

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

Approved by the Mayor and Council of the City of Kingsland, Georgia this _______ day of _____________________, 20_____.

Attest: CITY OF KINGSLAND, GEORGIA

________________________ ______________________________________
City Clerk Mayor

(SEAL)

Approved:

____
City Attorney

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

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

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

____
Secretary

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

I. GENERAL OVERVIEW

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

II. SUMMARY OF KEY CHANGES TO THE MASTER PLAN DOCUMENT

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

- **Final Average Earnings and Federal Law Compensation Limits** - Final Average Earnings is defined as a set number of consecutive months of service credit (not to exceed 60 months) in which the participant's earnings were the highest. To comply with federal law, monthly earnings in excess of 1/12 of the federal annual compensation for the year in which the monthly salary was earned will not be used to compute a participant's Final Average Earnings. The monthly limit for salary earned (including payouts for unused leave, if applicable) for 2018 is $22,916.66. Unless the Plan says otherwise, Final Average Earnings excludes severance pay.

- **Mandatory Participation; Opt Out Through Written Agreement with Employer** - Unless an employer's Adoption Agreement says participation in the Plan is optional for one or more classes of eligible employees, all eligible employees must participate in the Plan. However, if, within 120 days of becoming employed or taking office, an eligible employee (or elected official, if elected officials are permitted to participate in an employer's Plan) enters into a written agreement or employment contract agreeing not to participate in the DB Plan, the employee will be ineligible to participate in the Plan. The employer must notify GMEBS if an otherwise eligible employee has entered into such an agreement. The employee may not become a participant in the employer's Plan in the future unless the employer amends its Adoption Agreement to specifically require participation by the employee.

- **Immediate Participation for all Eligible Employees** - Effective January 1, 2015, eligible employees become participants in the Plan on the date on which they become employed. If a plan is contributory, employee contributions must begin when an eligible employee begins work. A participant must still be employed with an employer for a minimum of one (1) year in order for his or her service to count for portability or actuarial reserve death benefit purposes.

- **Repayment of Withdrawn Employee Contributions; Interest and Timing** - If a participant who has terminated employment and withdrawn employee contributions returns to service with the employer, he or she may repay the employee contributions to restore forfeited service credit. The withdrawn funds must be repaid no later than six (6) months following reemployment, in a lump sum with interest, compounded annually from the date of withdrawal to the date of repayment.

- **No Employee Contributions While Receiving In-Service Distribution** - Participants in plans that require employee contributions and allow in-service distribution of benefits will not be required or allowed to make contributions under the plan while receiving an in-service distribution.

- **In-Service Distribution** - As a general rule, employees or elected officials may not draw retirement benefits while employed. If a plan allows in-service distribution, a participant must be at least age 62 to receive retirement benefits while employed. If a plan allows in-service distribution and has an alternative normal retirement provision with a minimum age of at least 50 specifically for public safety employees, public safety employees who are eligible for the alternative normal retirement may receive an in-service distribution even if they are younger than age 62. "In-service distribution" means a distribution of normal or alternative normal retirement benefits without a bona fide separation from service. A "bona fide separation from service" is a separation from service of at least six months with no expectation of returning to service. (For a few plans with grandfathered in-service distribution provisions, other minimum age limits may apply.)

- **Auto A Terminated Vested Death Benefits as Default** - The Auto A terminated vested death benefit applies to all vested participants who terminate employment on or after October 1, 2016, and who were not already covered by a terminated vested death benefit under the employer's GMEBS retirement plan.

- **Default Death Beneficiaries** - Effective July 1, 2015, if a participant who is eligible for pre-retirement death benefits dies before retirement and does not have a designated pre-retirement beneficiary, his or her surviving spouse, if any, will be considered the pre-retirement beneficiary. If there is no surviving spouse, the participant's pre-retirement death benefits will be paid in a lump sum to the participant's estate. With the exception of the payment of the actuarial reserve in-service death benefit to the estate (which already provided for payment of death benefits to the participant's estate in the absence of a designated pre-retirement beneficiary or surviving spouse), the amount of the pre-retirement death benefit payment to a participant's estate will be 50% of the actuarial equivalent of the participant's vested accrued benefit.

- **Application for Disability Benefits** – The rules for retroactive disability benefits depend on when the participant terminated employment due to disability. **For a**

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

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

- **Employer Indemnification of GMEBS; GMEBS Reliance on Information Provided by Employer and Participant; Payment of Benefits Conditioned on Receipt of Information** - By participating in the Plan, employers agree to indemnify and hold GMEBS harmless for any failure to pay benefits, any delay in paying benefits, or any other errors in processing benefits due to the employer's failure to perform its obligations under the Plan or provide accurate data to GMEBS. The Plan states that GMEBS is entitled to rely on information provided to it by employers, participants and beneficiaries. Payment of benefits under the Plan is conditioned on each payee providing GMEBS accurate information.

- **Correction of Overpayments to Deceased Individual** - If a participant or beneficiary dies and GMEBS makes excess payments due to not knowing the payee has died, GMEBS will make reasonable efforts (not including litigation or collections processes) to recover the overpayment for a period of 60 days. If, after 60 days following notice of the participant's or beneficiary's death, GMEBS has not been able to recover the overpayment, the loss associated with overpayment will be charged against employer's trust fund. The employer will be required to make a separate payment to the trust fund to make up for the loss. The employer may continue to try to recover the overpayment.

- **Correction of Underpayments to Deceased Individual** - With respect to underpayments corrected on or after January 1, 2017, if the corrective payment is owed to a deceased party, the corrective payment will be paid to the deceased party's surviving spouse. If there is no surviving spouse, the benefit will be paid to the deceased party's estate.

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 2881)

Meeting: 10/15/19 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 2881

Bid Award: IT Server Configuration

For the purchase and install of 3 192GB Servers with 5 year hardware support. IT and Finance recommend low bid, Dell, at $43,006.87. This project is funded by SPLOST VIII.

Proposal Tabulation
IT Server Configuration
10/9/2019

Vendor	Description	Price Quote	Install by Datatrend	Total
Dell	3 PowerEdge R640 2 socket 12c (2.2 GHz), 192GB Servers with 5 year hardware support	$ 33,006.87	$10,000.00	$43,006.87
Lenovo	3 Lenova ThinkSystem SR630 2 socket 12C (2.2 GHz), 192GB Servers with 5 year hardware support	$ 45,238.65	$10,000.00	$55,238.65

Note: This project is funded by SPLOST VIII

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 10/15/19 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 2868

AGENDA ITEM (ID # 2868)

Approval Of: Coastal Pines Technical College Lift Station Maintenance Agreement

CPTC has requested the City provide monitoring and maintenance services for the lift station as a part of the routine operation of the City sanitary sewer collection and treatment facility. This agreement will remain in effect until such time as the lift station is deeded to the city. The agreement has been reviewed and approved by legal counsel. *Staff recommends approval.*

This Agreement dated this ____________ day of ___________________, 2019 between the State of Georgia hereinafter as "the Owner" and the City of Kingsland, a municipal corporation created under the laws of the State of Georgia, hereinafter as "the City". In consideration of the mutual covenants contained in this agreement and mutual benefits to be received by all parties, the sufficiency of which is acknowledged, the Parties contract and agree as follows:

Article I
Sanitary Sewer Lift Station Maintenance
Coastal Pines Technical College
100 Keith Dixon Parkway

The Owner is the owner of real property shown as Map & Parcel No. 095 009B002 in the Camden County Tax Records, and further-described in the attached Exhibit A (hereinafter "Subject Property");

Commented [LS1]: T & H to provide survey a... al description for exhibit A

The Owner is constructing a new campus of the Coastal Pines Technical College system within the jurisdiction of the City along Keith Dixon Parkway. The anticipated opening of the campus is Fall of 2020.

The development requires sanitary sewer infrastructure connections to the existing City wastewater treatment facility. The City has acknowledged the availability of treatment capacity for the campus and has accepted payment of capital recovery fees from the Owner for such availability.

Article II
Sewer Connection to City System

The City has provided approval for the Owner to connect to the sewer system of the City upon completion of the construction of the campus by way of a sanitary sewer lift station located on the property to be occupied by the Coastal Pines Technical College and owned by the State of Georgia. The lift station has not been deeded to the City.

The means of connection includes one (1) lift station and approximately 1000 linear feet of 4" PVC force main connecting to an existing City owned manhole located west of the project boundary on Centerfield Boulevard. The sewer lift station is designed to collect and transfer wastewater from the campus facility only. No future connections outside of the boundary of the property owned by the State of Georgia are allowed under this agreement. However, future expansion of the campus for additional administration, classroom, parking or other additions for future expansion of the facility are allowed upon sewer capacity approval from the City and payment of capital recovery fees for the additional capacity requested.

Article III
Duration of the Agreement

This agreement will remain in effect until the earliest occurrence of any of the following: (1) a period of 50 years from the date of this agreement, (2) such time as the lift station is deeded to the City, or (3) until such time as written notice is received by one Party from the other expressing a desire to discontinue the agreement. Upon receipt of written notice, both Parties have 90 calendar days to formally negotiate, resolve, or accept the request to terminate the agreement.

The above quoted language is incorporated in this Service Agreement and shall be binding on the parties as to the termination date.

Article IV
Maintenance and Repair

The Owner has requested the City provide monitoring and maintenance services for the lift station as a part of the routine operation of the City sanitary sewer collection and treatment facility. The Owner allows the City to operate, maintain, service, and otherwise conduct the business of providing sanitary sewer service through the use of the lift station.

Under the agreement, the Owner agrees to:

Design and construct the lift station in compliance with current City design and engineering standards for lift station installation. Installation will include provisions to install Omni Telemetry Unit equipment to provide monitoring capability to the City.

Provide a blanket easement to the City for access to the lift station for maintenance and repair.

Reimburse the City for materials required to maintain and repair the lift station including pumps, controls, electrical components, piping, valves and other incidental items needed to maintain and repair the lift station. Reimbursement of material costs will be within 45 days of receipt of an invoice from the City.

Agree all repairs and maintenance will be in accordance with City design and engineering standards.

Maintain the fencing, gates, landscaping, access drives and gravel pads supporting the lift station site.

Pay all power bills relative to the lift station operation.

Under this agreement, the City agrees to:

Provide monitoring, maintenance and repair service for the lift station not including gravity sewer piping, force mains, manholes or appurtenances outside the limits of the lift station site.

Provide city force labor and equipment to maintain and repair the lift station site.

Review and approve the lift station material and installation shop drawings for initial construction.

Monitor, maintain and repair the lift station site including pumps, controls, electrical components, piping, valves and other incidental items within the lift station site.

Provide the Owner with an anticipated cost for repair and maintenance prior to initiation of the task.

Promptly notify the Owner of any anticipated material or equipment costs associated with this agreement.

Any maintenance and/or repairs needing third party services will be negotiated prior to initiation.

Article V
Compliance with EPA and City of Kingsland Rules and Regulations

It shall be the Owners' obligation to adhere to any and all City rules and regulations, as well as, obtain any and all city, county, state, federal and other governmental approvals necessary to operate the sewage lift station, force main and sewer line. This agreement shall not be construed to grant such governmental approvals. The sewage lift station and sewer line shall, at all times, be installed and constructed in and operated in accordance with all city, county, state and federal laws, statutes, regulations and ordinances. The sewage lift station and sewer line shall be installed, maintained and operating in a manner satisfactory to the City. In the event the Owners fail to perform their obligation hereunder, the City after thirty (90) days written notice may terminate its service to the Owners or their successors and assigns.

Article VII
Miscellaneous

Emergency situations require an immediate 24/7 response. Emergency contact information must be filed with the City and the 911 center and this information is always required to be posted at the lift station site in plain view. The City must always be granted access to this station.

Interpretation; Severability. Rights and restrictions in this agreement may be exercised and shall be applicable only to the extent they do not violate any applicable laws and are intended to be limited to the extent necessary so they will not render this agreement illegal, invalid or unenforceable. If any term shall be held illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

Notices. Notices given under this agreement shall be deemed made if hand-delivered or mailed by registered or certified mail to the addresses appearing at the end of this Agreement.

Agreement Binding. This agreement shall inure to the benefit of the parties hereto and their heirs, successors and assigns.

Non-waiver. The City's failure to insist upon strict performance of any term or to exercise any right shall not be construed as a waiver or a relinquishment for the future of such terms or rights which shall continue in full force and effect.

Entire Agreement. This agreement contains the entire agreement between the parties and no statement, promises or inducements made by any party, or agent of either party, which is not contained in this agreement, shall be valid or binding. This agreement may not be enlarged, modified or altered except in a writing signed by the parties hereto.

Governing Law, Exclusive Jurisdiction, and Venue. This agreement is executed, delivered and shall be performed in and shall be construed under and governed by the laws of the State of Georgia.

Article VIII
Multiple Counterparts

This agreement is executed in multiple counterparts each of which shall be deemed an original.

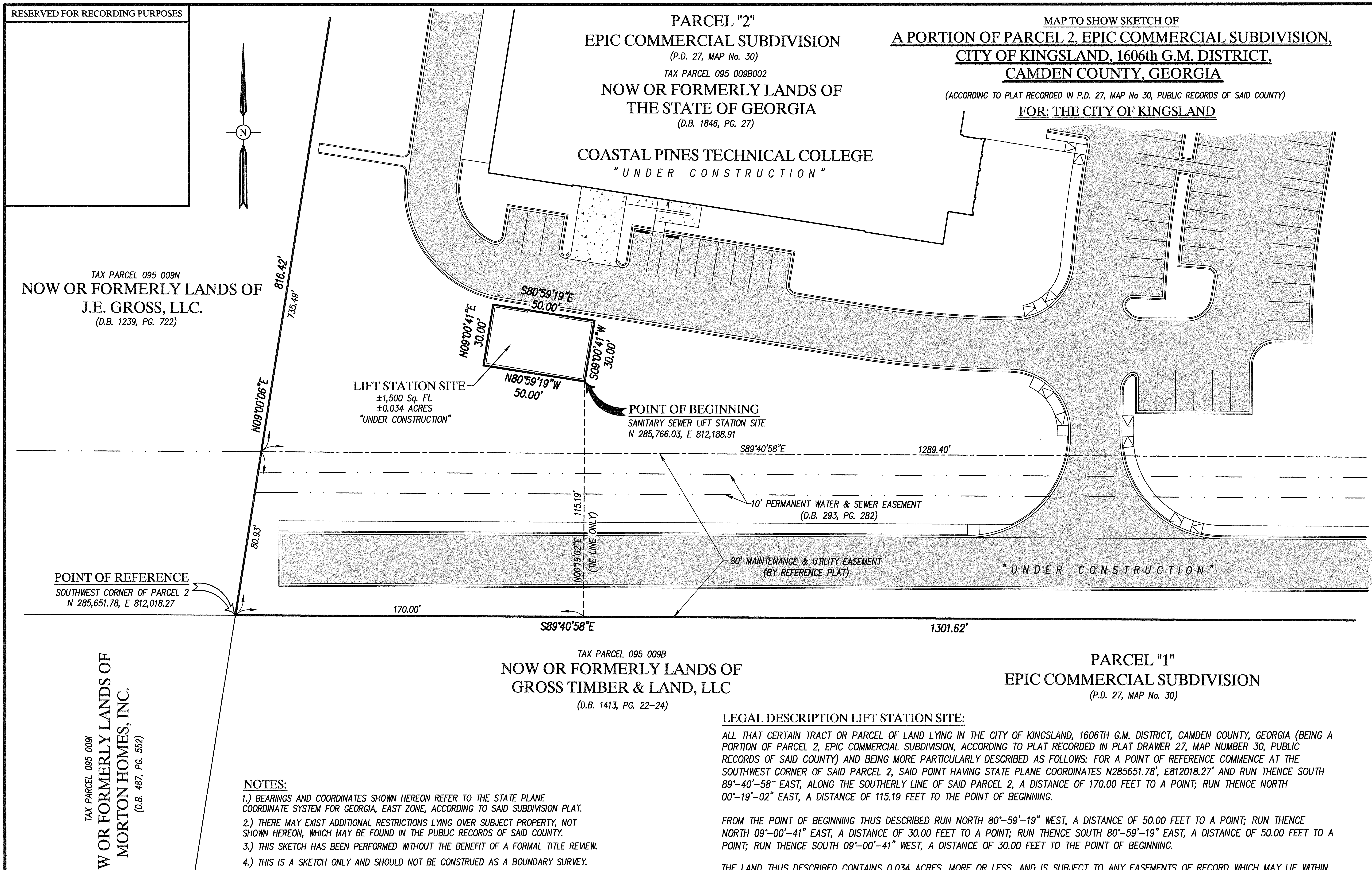
By signing below, the undersigned warrant and represent that each of them is the duly authorized officer or agent of the entity on whose behalf he is signing and each has full authority to execute this agreement on behalf of such entity.

Executed at City Council Meeting on the ____________day of ___________, 2019.

SIGNATURES OF OWNERS

RESERVED FOR RECORDING PURPOSES

MAP TO SHOW SKETCH OF
A PORTION OF PARCEL 2, EPIC COMMERCIAL SUBDIVISION, CITY OF KINGSLAND, 1606th G.M. DISTRICT, CAMDEN COUNTY, GEORGIA
(ACCORDING TO PLAT RECORDED IN P.D. 27, MAP No 30, PUBLIC RECORDS OF SAID COUNTY)
FOR: THE CITY OF KINGSLAND



LEGAL DESCRIPTION LIFT STATION SITE:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING IN THE CITY OF KINGSLAND, 1606TH G.M. DISTRICT, CAMDEN COUNTY, GEORGIA (BEING A PORTION OF PARCEL 2, EPIC COMMERCIAL SUBDIVISION, ACCORDING TO PLAT RECORDED IN PLAT DRAWER 27, MAP NUMBER 30, PUBLIC RECORDS OF SAID COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID PARCEL 2, SAID POINT HAVING STATE PLANE COORDINATES N285651.78', E812018.27' AND RUN THENCE SOUTH 89°-40'-58" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, A DISTANCE OF 170.00 FEET TO A POINT; RUN THENCE NORTH 00°-19'-02" EAST, A DISTANCE OF 115.19 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 80°-59'-19" WEST, A DISTANCE OF 50.00 FEET TO A POINT; RUN THENCE NORTH 09°-00'-41" EAST, A DISTANCE OF 30.00 FEET TO A POINT; RUN THENCE SOUTH 80°-59'-19" EAST, A DISTANCE OF 50.00 FEET TO A POINT; RUN THENCE SOUTH 09°-00'-41" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.034 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD WHICH MAY LIE WITHIN.

NOTES:

1.) BEARINGS AND COORDINATES SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM FOR GEORGIA, EAST ZONE, ACCORDING TO SAID SUBDIVISION PLAT.
2.) THERE MAY EXIST ADDITIONAL RESTRICTIONS LYING OVER SUBJECT PROPERTY, NOT SHOWN HEREON, WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF SAID COUNTY.
3.) THIS SKETCH HAS BEEN PERFORMED WITHOUT THE BENEFIT OF A FORMAL TITLE REVIEW.
4.) THIS IS A SKETCH ONLY AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY.

DWG. # S-1-452-10-19

DWN. BY: J.S.F. CKD. BY: J.S.F.
SKETCH DATE: 10-08-2019

0' 15' 30' 60'
SCALE: 1" = 30'

P.O. BOX 5730
ST. MARYS, GEORGIA 31558
(912) 729-1507 PHONE
(912) 729-1509 FAX

GEORGIA LICENSED
SURVEY FIRM No. 1067

PREPARED BY:
N W E S
AKM
SURVEYING, INC.
SURVEYORS & LAND PLANNERS

CERTIFICATION: The property hereon lies completely within a jurisdiction which does not review or approve any plats or this type of plat prior to recording. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITHOUT LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors as set forth in O.C.G.A. Section 15-6-67.

BY: [signature] DATE: 10/8/19
JEFFREY S. FOSTER
GA. REGISTERED SURVEYOR No. 3143

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 10/15/19 06:00 PM
Department: City Clerk
Category: Appointment
Prepared By: Linda M Oshaughnessy
Initiator: Linda M Oshaughnessy
Sponsors: Mayor Pro Tem Alex Blount
DOC ID: 2861

AGENDA ITEM (ID # 2861)

Appointment: Kingsland Area Convention & Visitors Bureau Authority Board of Directors