



CITY OF DAHLONEGA Council Meeting Agenda

December 02, 2024, 6:00 PM

Gary McCullough Chambers, Dahlonega City Hall

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 706-864-6133.

Vision – Dahlonega will be the most welcoming, thriving, and inspiring community in North Georgia

Mission Statement - Dahlonega, a City of Excellence, will provide quality services through ethical leadership and fiscal stability, in full partnership with the people who choose to live, work, and visit. Through this commitment, we respect and uphold our rural Appalachian setting to honor our thriving community of historical significance, academic excellence, and military renown.

CALL TO ORDER AND WELCOME

PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

- a. Girl Scout Troop 10921

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

1. Public Works Radio Purchase
Mark Buchanan, City Engineer & Public Works Director
Strategic Priority - Communication
2. Hazen and Sawyer Master Plan Update Draft Contract
Allison Martin, City Manager
Strategic Priority - Infrastructure
3. Amendment to City Manager Contract
Doug Parks, City Attorney
Strategic Priority - Communication

PUBLIC COMMENT – FOUR MINUTE LIMIT

APPROVAL OF MINUTES:

- a. City Council Mini Retreat - Review of Existing Alcohol Ordinances Meeting Minutes
Sarah Waters, Assistant City Clerk
- b. City Council Meeting Minutes - 10.07.24
Ariel Alexander, DDA Director
- c. City Council Meeting Minutes - November 4, 2024
Assistant City Clerk, Sarah Waters

APPOINTMENT, PROCLAMATION & RECOGNITION:

1. Georgia Exceptional Main Street Designation and Impact
Elizabeth Elliott, Downtown Preservation Planner

2. Appointment of Kim Pyrone to Tourism Board
Mayor JoAnne Taylor

ANNOUNCEMENTS

CITY REPORTS:

- [3.](#) Financial Report - September 2024 (presented unaudited)
Allison Martin, City Manager

ORDINANCES AND RESOLUTIONS:

4. FY 2025 Reappropriation Budget Amendment
Allison Martin, City Manager
Strategic Priority - Communication
5. FY 2024 Year-end Budget Amendment
Allison Martin, City Manager
Strategic Priority - Communication
- [6.](#) Resolution Authorizing Participation in an Amicus Brief in the Chang v. City of Milton Appeal
Doug Parks, City Attorney
Strategic Priority - Communication

CONTRACTS & AGREEMENTS:

OTHER ITEMS:

- [7.](#) Dahlenega Tours and More LLC - 2025 Cemetery Guided Tours Permit
Assistant City Clerk, Sarah Waters
Strategic Priority - Communication
- [8.](#) Alcohol License Renewals - 2025
Sarah Waters, Assistant City Clerk
Strategic Priority - Communication
- [9.](#) Elected Official Insurance Discussion
Allison Martin, City Manager
Strategic Priority - Communication

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments
City Manager Comments
City Attorney Comments
City Council Comments
Mayor Comments

ADJOURNMENT

Guideline Principles - The City of Dahlenega will be an open, honest, and responsive city that balances preservation and growth and delivers quality services fairly and equitably by being good stewards of its

resources. To ensure the vibrancy of our community, Dahlonega commits to Transparency and Honesty, Dedication and Responsibility, Preservation and Sustainability, Safety and Welfare ...for ALL!



City Council Agenda Memo

DATE: 10/22/2024
TITLE: Public Works Radio Purchase
PRESENTED BY: Mark Buchanan, City Engineer & Public Works Director
PRIORITY: Strategic Priority - Communication

AGENDA ITEM DESCRIPTION

City staff has been evaluating communication options for crews in the field, as well as office staff with those crews. The current use of cell phones is adequate but certainly not ideal. Staff has looked into both traditional radios that operate on their own frequency and more modern push to talk features that work via cell phone towers. Due to the inherent reliability of a more traditional radio system and familiarity with this product throughout the city and county, staff is recommending the Motorola products shown in the attached quote. These radios DO NOT rely on cell phone towers or any other components to provide reliable service to nearly the entire city. The installation of a repeater at the Crown Mountain water tower will increase service throughout the city limits and beyond. Communication is instant between individuals or multiple users as desired by the employee and available during all emergency events regardless of the availability of cell phone service or other common communication infrastructure.

HISTORY/PAST ACTION

Budget approval for this line item is in place in the amount of \$62,000 for radio installation and purchase. Needs beyond this amount are available in the various departments fund balances.

FINANCIAL IMPACT

Procurement using budgeted funds to supply and install radios for 27 vehicles, 13 individuals using handheld products, a Crown Mountain repeater and a single base station at City Hall. This includes vehicle installation, maintenance, fcc filing fees and supply/installation of additional components near the Crown Mountain water tower. With a \$62,389.50 up front cost and little additional costs throughout the years, these radios are roughly equivalent to 6 years of cell service for a push-to-talk product. The vendor, Mobile Communications America (MCA) is the Motorola vendor in this area and supplies these products to other agencies in Lumpkin County and surrounding areas.

RECOMMENDATION

Staff recommends approval of a contract with MCA similar to the one shown with costs not to exceed \$62,400. (The final purchase will vary slightly from the quote provided based on component need and price reductions negotiated by staff.)

SUGGESTED MOTIONS

“...motion to approve the City entering into a contract with Mobile Communications America in an amount not to exceed \$62,500 to provide communication equipment.”

ATTACHMENTS

- MCA quote of 03/06/2024. Again...there will be minor modifications to the final contract with MCA.
 - MCA partner profile with Motorola Solutions indicating them as our local Platinum level distributor.
-

[Home](#) > [Partners](#) > [Partner Finder](#)

PARTNER FINDER

[Partner Finder](#)[0 Quick List](#)

PARTNER PROFILE

Mobile Communications America Inc.



Program Level:Platinum

Technology Specialization

Mission Critical IoT Authorized

Mission Critical Radio Systems Authorized

Mobile Video

Professional and Commercial Radio Elite Specialist

Software and Solutions Authorized

Software and Solutions

Vesta Authorized

Authorized Products

Mission Critical IoT

Mission Critical Radio Systems

Mobile Video

Professional and Commercial Radio

Software and Solutions

Vesta

Industries

Safety Reimagined Authorized

US Federal Authorized

Community

Value Added Reseller

QUOTATION

222003842

Bill To:
 Dahlonega GA City of
 465 Riley Rd
 Dahlonega, GA 30533

Ship To:
 Dahlonega GA City of
 465 Riley Rd
 Dahlonega, GA 30533

Contact: accountspayable@dahlonega.gov
Contact #:

Contact: accountspayable@dahlonega.gov
Contact #:

Date: 03/06/2024		Customer #: 103078		Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended	
1	AAR10QCGANQ1BN	SLR 5700 403-470M 1-50W	EA	3,995.00	3,995.00	
1	0112004B04	CBL N MALE/N MALE 24	EA	135.00	135.00	
1	0112004U04	CABLE COAX W/CONN 24	EA	95.00	95.00	
1	DSCP10725UNTUNED	UHF MOBILE DUPLEXER 406-500 MHZ	EA	445.00	445.00	
1	272418	SMART-UPS 1000W/1500VA	EA	1,755.00	1,755.00	
1	58966	FLANGE MOUNT N/M-N/F IS-50NX-C2-MA	EA	125.00	125.00	
1	78044	AC SURGER	EA	65.00	65.00	
13	AAH06RDC9WA1AN-P	MOTOTRBO R7 403-512M 4W NKP CAPABLE Package	EA	1,185.00	15,405.00	
13	AAH06RDC9WA1AN	MOTOTRBO R7 403-512M 4W NKP CAPABLE GPS WIFI CAPABLE	EA	0.00	0.00	
13	QA08431AA	ADD: UHF STUBBY 440-490MHZ 9CM ANTENNA (PMAE4070)	EA	0.00	0.00	
13	STDBAT0865AP	STANDARD LI-ION IP68 2200T BATTERY	EA	0.00	0.00	
13	STDCHG0865AB	(PMNN4807) "STANDARD CHARGER, US PLUG (PMPN4576)"	EA	0.00	0.00	
27	AAM28QPC9RA1AN-P	XPR 5350E 403-470M 40W GOB BT/GNSS/WIFI ND Package	EA	1,155.00	31,185.00	
27	AAM28QPC9RA1AN	XPR 5350E 403-470M 40W GOB BT/GNSS/WIFI ND	EA	0.00	0.00	
27	STDBKT0511AA	STANDARD BRACKET (RLN6469)	EA	0.00	0.00	
27	STDCBL0511AA	STANDARD CABLE (HKN4191)	EA	0.00	0.00	
27	STDMIC0511AA	STANDARD MICROPHONE	EA	0.00	0.00	
27	STDESS0511AA	5YR ESSENTIAL REPAIR	EA	0.00	0.00	
1	AAM28QPN9WA1AN-P	XPR 5550E 403-470M 40W GOB GNSS CFS BT/WIFI CD Package	EA	1,215.00	1,215.00	
1	AAM28QPN9WA1AN	XPR 5550E 403-470M 40W GOB GNSS CFS BT/WIFI CD	EA	0.00	0.00	
1	STDBKT0511AA	STANDARD BRACKET (RLN6469)	EA	0.00	0.00	
1	STDCBL0511AA	STANDARD CABLE (HKN4191)	EA	0.00	0.00	

QUOTATION
222003842

Bill To:
 Dahlenega GA City of
 465 Riley Rd
 Dahlenega, GA 30533

Ship To:
 Dahlenega GA City of
 465 Riley Rd
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Contact: accountspayable@dahlenega.gov
Contact #:

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Contact #:

Date: 03/06/2024		Customer #: 103078		Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended	
1	STDMIC0511AF	STANDARD MICROPHONE (RMN5052)	EA	0.00	0.00	
1	STDESS0511AA	5YR ESSENTIAL REPAIR	EA	0.00	0.00	
27	HAE4003A	UNITY GAIN ANTENNA UHF 450-470 QUARTERWAVE - ROOF MOUNT	EA	25.00	675.00	
1	572268	SAMLEX PWR SUPPLY XPR5000	EA	225.00	225.00	
1	3080384M45	"CABLE,CHROME MAG MOUNT MINI UHF"	EA	35.00	35.00	
1	0180352A11	"ANTENNA 1/4 WAVE, 450-470 MHZ"	EA	9.50	9.50	
40	BT-PGM	PROGRAMMING	EA	15.00	600.00	
27	VI-FR-INST	VEHICLE INSTALL FLAT RATE	EA	175.00	4,725.00	
4	FT-FR	FIELD TECH LABOR FLAT RATE	EA	175.00	700.00	
1	FCC-LICENSE	FCC Filing Fees	EA	750.00	750.00	
1	SHIPPING	SHIPPING	EA	250.00	250.00	

Accepted By: _____ **Date:** _____

Please contact customer representative by phone or email with any questions:
 Customer Rep: LLOYD CHESTER
 Phone #:
 Email: lloydchester@callmc.com

Subtotal : \$62,389.50
 Tax : \$0.00
 Total Quote : \$62,389.50

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

Quote Valid for 30 Days.

All orders are subject to partial shipment and partial invoice

Tax calculations provided are estimates and are subject to change.



City Council Agenda Memo

DATE: 11/15/2024
TITLE: Hazen and Sawyer Master Plan Update Draft Contract
PRESENTED BY: Allison Martin, City Manager
PRIORITY: Strategic Priority - Infrastructure

AGENDA ITEM DESCRIPTION

Hazen and Sawyer Master Plan Update Draft Contract

HISTORY/PAST ACTION

As previously discussed, the council agreed to consider a contract for the work on the water sewer master plan update. The draft contract is attached. The city owns the data, and the work proposed is within the budget. This contract is currently under legal review.

FINANCIAL IMPACT

This amount is included in the FY 2025 budget.

RECOMMENDATION

It is the recommendation of staff is to approve the contract.

SUGGESTED MOTIONS

n/a

ATTACHMENTS

Draft Contract

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT made and entered into by and between the CITY OF DAHLONEGA with its principal place of business located at **465 Riley Rd., Dahlonega, Georgia 30533** hereinafter referred to as "OWNER" and Hazen and Sawyer, P.C. with a place of business located at 1300 Altmore Avenue, Suite 520, Atlanta, Georgia. 30342 hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, OWNER desires to obtain engineering, consulting, and other professional services and CONSULTANT possesses broad experience, knowledge, and technical resources to provide such services related to the attached Scope of Services for Dahlonega's Water and Wastewater Master Plan Update – Phase 1, hereinafter referred to as the "PROJECT"; and

WHEREAS, OWNER desires to contract with CONSULTANT for the PROJECT and CONSULTANT desires to accept and perform such services and to be responsible for the overall completion of the PROJECT as more specifically described herein; and

WHEREAS, CONSULTANT is willing and able to undertake and complete the PROJECT upon the terms, covenants, recitals, and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of \$250,000.00 and other valuable considerations to be paid by the OWNER for the services to be rendered by CONSULTANT and of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the OWNER hereby contracts CONSULTANT and CONSULTANT hereby accepts such contract to perform the services hereinafter defined upon the terms and conditions set forth herein.

ARTICLE 1 – CONSULTING SERVICES

CONSULTANT agrees to furnish all services, as hereinafter described in the detailed Scope of Services, marked as Attachment "A", and incorporated herein by reference.

This agreement shall commence on **the 2nd day of December 2024**, and terminate upon the completion of the PROJECT, which shall occur on the date of final payment to the CONSULTANT.

ARTICLE 2 – COMPENSATION

The OWNER shall compensate CONSULTANT for providing the services rendered by CONSULTANT described in this Agreement based on an hourly rate with a maximum fee of **\$250,000.00**.

In the event of any legal proceedings or other claims requiring services of CONSULTANT in providing expert testimony on behalf of the OWNER in connection with the PROJECT, except suits or claims by a third party against the OWNER arising out of alleged errors or omissions of CONSULTANT, the OWNER shall provide additional compensation to CONSULTANT. Said compensation shall be based on the standard rates as set out in the attached Scope of Services included in Attachment "A".

ARTICLE 3 – SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held illegal or in conflict with any law of the State of Georgia the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions held to be invalid, unless the effect thereof would materially change the economic burden or benefit to either party.

ARTICLE 4 – GOVERNING LAW

This agreement shall be governed by and construed in accordance with laws of the State of Georgia.

ARTICLE 5 – INDEPENDENT CONTRACTOR

In the performance of the services under this Agreement, Consultant shall be an independent contractor, maintaining complete control of Consultants' personnel and operations. As such, the Consultant shall pay all salaries, wages, expenses, social security taxes, federal and state unemployment taxes and any similar taxes relating to the performance of this Agreement. Consultant shall comply with all federal, state, and local laws governing its employees, contractors, and vendors. Consultant, its employees, and agents shall in no way be regarded nor shall they act as agents or employees of the OWNER.

ARTICLE 6 – CHANGES

The OWNER, without invalidating this Agreement, may order changes to the PROJECT by altering, adding to and/or deducting from the services to be performed. If any changes under this clause cause an increase or decrease in the time required for, the performance of any part of the work under this Agreement, an equitable adjustment shall be made by mutual agreement and the Agreement modified in writing accordingly. All such changes to the PROJECT shall be in writing and shall be performed subject to the provisions of this Agreement.

ARTICLE 7 – STOP WORK ORDER

OWNER may at any time by written notice to CONSULTANT, require CONSULTANT to stop all or any part of the work for a period of up to ninety (90) days after the notice is delivered to CONSULTANT ("Stop Work Order"). Upon receipt of the Stop Work Order, CONSULTANT shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to CONSULTANT, or within any extension of that period to which the parties have agreed, OWNER shall either cancel the Stop Work Order, or terminate the work as provided in the "Termination" paragraphs of this Agreement. CONSULTANT shall resume work upon cancellation or expiration of any Stop Work Order. An equitable adjustment shall be made in the delivery schedule or prices hereunder, or both, and this Agreement shall be modified in writing accordingly, if the Stop Work Order results in an increase in the time required for the performance of this order or in CONSULTANT's costs properly allocable thereto. CONSULTANT, after giving seven days written notice to OWNER, may stop work, at its sole option if OWNER fails to make payment of CONSULTANT invoices as required by Article 17 below.

ARTICLE 8 – TERMINATION

The OWNER may terminate this Agreement in whole or in part at any time after giving a minimum of 15 days written notice to CONSULTANT. Such termination shall be effective in the manner specified in the said notice, shall be without prejudice to any claims which the OWNER may have against CONSULTANT and shall be subject to the other provisions of this Agreement. On receipt of such notice CONSULTANT

shall, except as and to the extent directed, immediately discontinue the services and, if applicable, discontinue placement of subcontractor orders for materials, facilities, and supplies in connection with performance of the services, and shall, if requested, make every reasonable effort to effect termination of any existing subcontracts upon terms satisfactory to the OWNER. Thereafter, CONSULTANT shall do only such work as may be necessary to preserve and protect the services already in progress and to dispose of any property as requested by the OWNER.

On termination for reasons other than CONSULTANT's uncured material breach of this Agreement: (a) the OWNER shall assume and become liable for all obligations and commitments that CONSULTANT may have in good faith undertaken or incurred in connection with the services which have not been included in prior payments; (b) the OWNER shall compensate CONSULTANT for the reasonable cost of terminating existing subcontracts, if any, and preserving, protecting or disposing of the OWNER's property and performing any other necessary services after the notice of termination has been received; (c) the OWNER shall pay CONSULTANT for all services performed, prior to date of termination, in accordance with this Agreement. Prior to final settlement, CONSULTANT shall deliver to the OWNER all documents and all other required information and data prepared by CONSULTANT under this Agreement and execute and deliver all documents, and take such other steps as are necessary, to vest fully in the OWNER the rights and benefits of CONSULTANT arising from such documents, information, data, plans and subcontracts, if any, issued in connection with this Agreement, unless otherwise requested by the OWNER in writing.

ARTICLE 9 – STANDARD OF CARE

CONSULTANT warrants that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by a professional consulting organization rendering the same or similar services at the time services are rendered.

ARTICLE 10 - INDEMNITY

To the fullest extent permitted by law, CONSULTANT shall indemnify OWNER, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of CONSULTANT or CONSULTANT's officers, directors, members, partners, agents, employees, or subconsultants in the performances of services under this Agreement.

ARTICLE 11 – FORCE MAJEURE

The respective duties and obligations of the parties hereunder (except the OWNER's obligations to pay CONSULTANT such sums as may become due from time to time for services rendered by it shall be suspended while and so long as performance thereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, governmental action, war acts, acts of God or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due.

ARTICLE 12 – ASSIGNMENTS

All obligations and covenants herein contained shall be intended to be binding upon the successors and assigns of CONSULTANT and the OWNER. CONSULTANT shall not assign this Agreement without the prior written consent of the OWNER, whose consent shall not be unreasonably withheld.

ARTICLE 13 – INSURANCE

CONSULTANT shall place and maintain with responsible insurance earners the following insurance. At OWNER's request, CONSULTANT shall deliver to OWNER certificates of insurance, which shall provide thirty days' notice to be given to OWNER in event of a cancellation.

1. **Worker's Compensation and Employer's Liability Insurance:** Worker's Compensation in compliance with the applicable state and federal laws Employer's Liability Limit \$1,000,000.
2. **Commercial General Liability Insurance** including Blanket Contractual, XCU* Hazards, Broad Form Property Damage, Completed Operations, and Independent Contractor's Liability all applicable to Personal Injury. Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence subject to \$2,000,000 annual aggregate for Completed Operations and Personal Injury other than Bodily Injury.
3. **Comprehensive, Automobile Liability Insurance** including owned, hired, and non-owned automobiles as applicable. Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence.
4. **Architects & Consultants Professional Liability Insurance** affording, professional liability, if any, to a combined single limit of \$1,000,000 each occurrence/claim, subject to \$2,000,000 annual aggregate.

Each of these documents which show the required insurance coverage shall be attached to each set of original Agreements when the documents are transmitted to the OWNER for final execution and approval as Attachment "B".

ARTICLE 14 – ACCEPTANCE BY OWNER

The Work associated with the PROJECT shall be deemed accepted by OWNER unless within fifteen (15) days after receipt of CONSULTANT's written notification of final completion the OWNER has given CONSULTANT written notice specifying in detail wherein the Work is deficient, whereupon CONSULTANT will promptly proceed to make necessary corrections and, upon completion, the Work shall be deemed accepted by OWNER.

ARTICLE 15 – OWNER FURNISHED DATA, DRAWINGS, AND SPECIFICATIONS

CONSULTANT shall have no liability for defects in the Work attributable to CONSULTANT's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by OWNER. CONSULTANT shall disclose to OWNER, prior to use thereof, defects or omissions in the data, design criteria drawings, specifications or other information furnished by OWNER to CONSULTANT that CONSULTANT may reasonably discover in its review and inspection thereof.

ARTICLE 16 – REUSE OF DOCUMENTS

All documents including drawings and specifications prepared by CONSULTANT pursuant to this Agreement are instruments of its services in respect to the PROJECT. All documents shall be tendered to and owned by the OWNER. CONSULTANT shall be allowed to maintain a set of documents for reference.

ARTICLE 17 – INVOICING AND PAYMENT

CONSULTANT shall itemize all invoices in full. The original of the invoice shall be submitted to:

City of Dahlonega
Accounts Payable
465 Riley Road
Dahlonega, GA 30533
accountspayable@dahlonega.gov

Each invoice must include at the minimum the following information:

- Date of Invoice
- Description of Services Performed
- Billing Period
- Terms
- All Billable Items Must be Itemized
- Appropriate Unit of Measurement

Invoices missing any of the information listed above will not be accepted for payment but will be returned to CONSULTANT for correction.

Invoices will be issued monthly during completion of the PROJECT and are due and payable within 30 days after receipt. Interest at the rate of 1% per month or the maximum rate allowable under the usury laws of the state in which the work is performed, whichever is lower, is due on all payments not paid on or before the 45th day after the invoice date. Interest shall be computed and paid from the date of the invoice. In the event legal proceedings are necessary to collect payments not paid when due, OWNER shall pay, in addition to such payments, CONSULTANT's reasonable attorney's fees and legal costs associated therewith.

In addition, CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges. The contract value shall be increased accordingly by the amount of CONSULTANT's reasonable costs of shut down delay and startup, which shall be affected by Change Order.

If OWNER disputes any portion of a request for payment, OWNER shall pay the undisputed portion of such request as provided herein and shall promptly notify CONSULTANT of the Amount in dispute and the reason therefor. Any portion of the disputed amount which is ultimately agreed upon by OWNER and CONSULTANT to be owed to CONSULTANT shall accrue interest at the rate and commence upon the date stipulated in this Article.

ARTICLE 18 – AUDIT

CONSULTANT shall maintain records and accounts on a generally recognized accounting basis to support all charges billed to OWNER. Said records shall be available for inspection by OWNER or his/ her authorized representative at mutually convenient times.

ARTICLE 19 – EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the OWNER and CONSULTANT with respect to the subject matter of this Agreement and supersedes all prior understandings, negotiations, representations, or agreements, either written or oral contracts between OWNER and CONSULTANT respecting this PROJECT. This Agreement will be binding upon and inure to the benefit of OWNER and CONSULTANT and their respective successors and assigns.

If one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions shall not be impaired.

Executed the _____ day of _____, 2024, in Dahlonega, Georgia.

OWNER: CITY OF DAHLONEGA, GEORGIA

By: _____

Name: _____

Title: _____

WITNESS: By: _____

Name: _____

Title: _____

(SEAL)

CONSULTANT: Hazen and Sawyer, P.C.

By: David L. Haas

Name: David L. Haas

Title: Associate V.P.

ATTEST: By: Alan Bowling

Name: ALAN BOWLING

Title: ASSOCIATE V.P.



(SEAL)

RESOLUTION

I HEREBY CERTIFY that at a meeting of the Board of Directors of **Hazen and Sawyer**, a corporation under the laws of the State of New York, held on April 26, 2024, the following resolution was duly passed and adopted:

"RESOLVED, THAT **Bryant K. Rogers, P.E., Vice President of Hazen and Sawyer, Alan E. Bowling, P.E., Associate Vice President of Hazen and Sawyer, and David L. Haas, P.E., Associate Vice President of Hazen and Sawyer**, be and is hereby authorized to execute Agreements on behalf of this Corporation, and that the execution thereof shall be an official act and deed of this Corporation.

I further certify that said Resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 28th day of October 2024.



Peter J. Young
Vice President and Treasurer



ATTACHMENT A

DETAILED SCOPE OF SERVICES



Hazen and Sawyer
1300 Allmore Avenue, Suite 520
Atlanta, GA 30342

October 25, 2024

Mak Yari, PE
Special Projects Coordinator
City of Dahlonega
465 Riley Road
Dahlonega, GA, 30533

Re: Water and Wastewater Master Plan Update – Phase 1

Dear Mak:

As requested, Hazen and Sawyer (Hazen) is pleased to submit the following letter proposal to assist the City of Dahlonega (City) develop updates to its Water and Wastewater Master Plan.

Project Understanding

The City is committed to enhancing its water and wastewater infrastructure to support future growth and ensure system reliability. By updating its master plan, the City aims to implement efficient, cost-effective strategies for expansion and improvement of its water and wastewater systems. As part of this update, the City seeks to develop a strategic methodology for regular Master Plan updates every five years, ensuring long-term sustainability and adaptability.

Scope of Work

The Master Plan Update will be carried out in two phases. **Phase 1** will address foundational tasks required to begin the update and identify immediate system needs. **Phase 2** will complete the remaining tasks necessary to finalize the Master Plan Update, including preparing the Master Plan Report. Phase 2 may be further refined based on the findings from Phase 1. Additionally, an "**Optional Future Work**" section has been included to capture items identified by the City as important but deferred for potential inclusion in the Phase 2 Master Plan Update or future separately-scoped projects.

Phase 1 – Foundational Work and Identification of Immediate Needs

- Task 1A – Project Kickoff and Data Discovery
- Task 1B – Data Gap Analysis
- Task 1C – Water and Wastewater Demand Projections
- Task 1D – Wastewater Treatment Plant Evaluation
- Task 1E – Water Model Update and Evaluation
- Task 1F – Collection System Preliminary Evaluation
- Task 1G – Capital Replacement Needs Assessment
- Task 1H – Preliminary Projects List

100.002.1071-e15

Phase 2 – Master Plan Update

- Water Treatment Plant Evaluation
- Raw Water Supply Evaluation
- Master Plan Report

Optional Future Work

The following are potential tasks that may be completed under Phase 2 or future work:

- Sewer Model Refinement and Collection System Improvement Update
- Asset Management Implementation Roadmap
- Master Plan Report Update
- Digital Master Plan

Throughout all tasks, Hazen will manage the project, including coordination, scheduling, and communication to ensure project milestones are met. Hazen follows a collaborative approach ensuring seamless coordination, quality control, and budget management from inception through to completion. As part of project management, Hazen will:

- Submit monthly reports to the City, including schedule updates and invoicing, while maintaining active involvement in all client communications to ensure transparency on overall project progress.
- Conduct recurring monthly check-ins (remote or in person).
- Conduct QA/QC for each deliverable.
- Manage and organize Hazen’s digital site to share Master Plan Update electronic deliverables with the City.

Phase 1 – Foundational Work and Immediate Needs

Task 1A – Project Kickoff and Data Discovery

Hazen will initiate the Master Plan Update by conducting a Kickoff Meeting with the City staff and other key stakeholders to discuss project objectives, scope, schedule, and responsibilities. Prior to this meeting, Hazen will submit a data request to the City. As part of this task, Hazen will:

- a) Collect and review existing documentation, maps, and system data.
- b) Establish data management protocols – such as main points of contact and secure methods to share electronic data.

Meetings

- Kickoff Meeting

Deliverables

- Meeting agenda, presentation slide deck, and meeting summary
- Data request

Task 1B – Data Gap Analysis

Hazen will perform a comprehensive review of the submitted data to identify any missing or incomplete information necessary for the Master Plan Update. As part of this task, Hazen will:

- a) Identify missing or incomplete data critical for analysis.
- b) Develop strategies to obtain the necessary information, including potential field data collection or further coordination with City staff.

Hazen will meet with the City to review the data gap analysis findings. Hazen and the City will determine what additional information is critical for the Master Plan Update and what information should be reserved for future efforts.

Meetings

- Data Gap Review Meeting

Deliverables

- Meeting agenda, presentation slide deck (including summary of data gap findings), and meeting summary

Task 1C – Water and Wastewater Demand Projections

Hazen will develop water and wastewater demand projections for a 50-year time horizon by leveraging a combination of existing state-level plans, historical data, known developments, and GIS analysis to help ensure a comprehensive demand projection forecast. This task will help the City's align its long-term infrastructure planning with expected growth and system demands. As a part of this task, Hazen will:

- a) Use projections from the 2023 Coosa-North Georgia Regional Water Plan as a baseline, incorporating population data from the Governor's Office of Planning and Budget (OPB).
 - The Coosa Plan goes to 2060. To reach a 50-year time horizon, Hazen will extrapolate a trendline based on the projected curve to estimate 2075.
- b) Develop projections for the following future years:
 - For Capital Planning: five-year intervals to 2045; for Raw Supply: up to 2075
- c) Validate baseline projections by comparing gallons per capita per day (GPCD), water production data from the City's historical records, and known water and wastewater treatment plant expansion plans against regional plan projections to help ensure accuracy and capacity alignment.

- d) Refine projections using GIS analysis of known developments, planned annexations, and land use data to generate a hybrid forecast, allowing for precise allocation of future demand in the service area (as defined by HB 489).
- e) Generate demand forecast bands to account for potential reductions in non-revenue water and the impact of water conservation measures on future demand.

Hazen will coordinate with the City to identify known developments and planned annexations to include in the demand projections. Additionally, projected water demands from Lumpkin County Water & Sewerage Authority (LCWSA) and University of North Georgia (UNG) Dahlonega campus will be incorporated into the projections. A review meeting will be held with the City to discuss the demand projections developed in this task.

Meetings

- Demand Projections Review Meeting

Deliverables

- Meeting agenda, presentation slide deck (including summary of demand projections), and meeting summary

Task 1D – Wastewater Treatment Plant Evaluation

Hazen will evaluate the performance of existing unit processes and major equipment at the City's wastewater treatment plant (WWTP) through discussions with plant staff and a review of historical plant data. The treatment capacity will be reviewed by developing an understanding of existing plant flows/loads relative to future flow projections developed in Task 1C. As part of this task, Hazen will:

- a) Collect, review, analyze, and summarize historical influent, effluent, solids handling, and plant operational data for the past five years.
- b) Prepare mass balances to check plant loadings and solids production values. The mass balances will be developed in Excel spreadsheet format, which can be transferred to the City plant staff for their future use in tracking plant operations.
- c) Conduct a site visit to interview operations staff to fully understand existing plant operations, issues, limitations, and operational preferences. A process, structural, electrical, and I&C engineer will attend this visit to make visual observations of existing conditions. Field testing of equipment and other physical testing (e.g., structural concrete coring) will not be performed.
- d) Summarize existing unit processes and major equipment, including information provided by the City regarding any areas of concern.
- e) Evaluate the implications of transitioning the WWTP from part-time to full-time operations by comparing the City's current operations with similarly sized utilities. Assess staffing requirements, including the need for additional certified operators, and estimate the associated

operational costs over the 20-year planning horizon (based on existing operational costs provided by the City).

- f) Evaluate each unit process on the liquid treatment and solids treatment trains to determine treatment capacity and identify limitations in meeting current and potential future effluent limits based on projected future influent flows (future influent loads will be assumed to be similar to existing loads).
- g) Assess the ability to comply with total maximum daily loads (TMDLs) for phosphorus and nitrogen (existing and future anticipated limits). Develop a trigger-based action plan for achieving potential lower limits identifying the potential types of treatment processes that may be needed.
- h) Review sludge management practices at the WWTP, including the current practice of receiving sludge from the WTP. Develop recommendations for potential changes to existing practices.
- i) Evaluate the need for additional equalization to manage future influent flows (City will provide capacity for the EQ tank currently being designed).
- j) Develop a process flow diagram of the existing WWTP.
- k) Estimate the timeline for future expansions to the WWTP based on projected demands. If the existing site does not have space to accommodate additional infrastructure needed for a plant expansion, Hazen will consider the following options:
 - o Implementation of a densified activated sludge (DAS) system to achieve more capacity within the existing sequencing batch reactors (SBRs).
 - o Construction of a new WWTP.
 - o Partnering with LCWSA.

Advantages and disadvantages of each option will be summarized along with a high-level comparison of costs.

A workshop will be held with the City to review the results of the evaluations performed and discuss the recommended short- and long-term improvements.

Meetings

- Site Visit (interview plant staff)
- WWTP Evaluation Workshop

Deliverables

- Meeting agenda, presentation slide deck (including summary of evaluations performed and recommended improvements), and meeting summary
- WWTP process flow diagram

Task 1E – Water Model Update and Evaluation

Hazen will update and validate the existing water distribution system hydraulic model to reflect current conditions and prepare it for future scenario analysis over a 20-year planning horizon. This task will focus on aligning the model with current system performance, enabling projections for future growth, and conducting a comprehensive evaluation of the distribution system to identify areas for improvement and operational efficiencies. A key component of this task will be the thorough review and integration of findings from the August 2020 study performed by Wiedeman and Singleton, Inc. (W&S). Hazen will obtain, update, and utilize the hydraulic model generated and maintained by W&S. As part of this task, Hazen will:

- a) Conduct a site visit to interview WTP and distribution staff to understand system operations, collect SCADA data, gather relevant operational insights, and review the operational status of pressure reducing valves (PRVs), including their locations and conditions.
- b) Establish levels of service (LOS) goals (including developing and recommending appropriate system operational standards such as pressures, flow rates, fire flows, storage requirements, pumping capacity, tank operations, velocity/head loss within transmission mains, and model validation criteria) to serve as a basis for evaluating system performance. Hazen will help the City develop the LOS standards based on prior experience and industry guidelines as needed.
- c) Allocate demands based on customer addresses and update model consumption data. Customer data requests will be submitted with advanced notice to City staff, as gathering the needed information may take time.
- d) Update the hydraulic model using the most recent GIS data and the hydraulic model originally developed by W&S to ensure all system components are accurately represented.
- e) Validate the model by comparing it to SCADA data to confirm the accuracy of system operations, demands, flows, pressures, and tank levels.
 - o If SCADA time-series data (WTP flow, pressure, tank levels) is available, Hazen will validate the model against a 72-hour period. Model results will be compared against SCADA by using appropriate validation targets (i.e. model-predicted versus historic flows within 10%).
 - o Validate model diurnal patterns for residential, industrial, and school usage patterns against a system-wide diurnal pattern derived from SCADA data.
 - o Develop future scenarios for water demand projections, including future growth, over the 20-year planning horizon.

Once the model is updated and validated, Hazen will conduct a detailed evaluation of the water distribution system to identify deficiencies and operational improvements. This will include:

- f) Evaluate a second interconnection with LCWSA to enhance redundancy and expand system capacity.

- g) Conduct a deficiency evaluation to identify current system weaknesses, including capacity limitations, fire flow concerns, pressure management issues, and operational storage capacity needs versus existing. Investigate how hourly operational modifications at the WTP may affect storage capacity needs. Focus on reducing non-revenue water, water loss, and improving overall efficiency.
- h) Evaluate operational improvements, such as modifying pressure zones, optimizing storage and pumping operations, and balancing supply with demand to ensure long-term system resilience. Provide a detailed evaluation and recommendations on the establishment and maintenance of existing pressure zones.
- i) Assess fire flow and storage volume needs, including recommendations for system enhancements such as storage tanks, booster pump stations (BPSs), and the hydraulic grade maintained by the WTP with these new improvements.
- j) Based upon input from the City staff, review the operational status of PRVs—locations, conditions, and settings—in accordance with the pressure zone evaluations.
- k) Evaluate the practical and economic distribution of finished water to satisfy future demands, specifically focusing on strategies to reduce non-revenue water within the distribution system.

Meetings

- **Operations Site Visit:** Hazen will interview WTP and distribution staff and collect available SCADA data.
- **Model Update Review Meeting:** Hazen will meet with the City to review the updated model and ensure that the allocated demands and SCADA validation align with operational experience.
- **Water Distribution Deficiencies Workshop:** Hazen will meet with the City to review findings from the deficiencies evaluation and discuss potential operational improvements.
- **Water Distribution Recommendations Workshop:** Hazen will hold a workshop with the City to review and prioritize recommendations for system enhancements including the evaluation of the LCWSA interconnection and finalize capital projects.

Deliverables

- Updated and validated hydraulic water distribution system model
- Meeting agendas, presentation slide decks (including summary of the topics covered in each meeting), and meeting summaries

Task 1F – Collection System Preliminary Evaluation

In Phase 1 of this Master Plan Update, Hazen will utilize available data to develop a “simplified” model for the sewer collection system using a Hazen-developed sewer modeling tool that can be used as a

foundation to develop a more complete model in the future as the model use increases. As part of this task, Hazen will:

- a) Create a simplified model of the sewer system for capacity analysis and planning.
 - o Hazen will develop the model pipeline network based on available data. For missing invert data (if no as-built drawings available), Hazen will infer the pipe inverts based on ground elevation topography (using GIS data) for gravity mains. Engineer judgments will be applied for assumptions, including pipe slopes and manhole depths. The inferred data will be flagged in the model for easy update in the future, and the impact from the inferred data on the capacity results will be clearly documented.
 - o Hazen will utilize the historical flow monitoring data from the City's 2019 Inflow and Infiltration (I&I) study to generate flow inputs in the sewer model.
 - o Hazen will interview City staff to include system operational details in the model.
 - o As part of the model development effort, Hazen will conduct a brief evaluation and categorization of lift stations (i.e. based on size and service area).
- b) Validate the model with historical flow monitoring data at major sewer branches. The historical flow monitoring data from 2019 I&I study will be reviewed and used to validate the model results at the monitored locations for both dry and wet weather flow. By validating the model-predicted flow at those locations, the simplified model will provide the City with a fairly reasonable prediction of flow rates through its trunk lines. Hazen understands that the 2019 I&I study flow monitoring was done during the dry months with low ground water infiltration, will adjust the model wet weather flow parameters to mitigate the risk of underpredicted RDII.
- c) Conduct capacity assessment to identify potential capacity deficiency with existing system. (within limits of the desktop analysis and historical flow monitoring data). Hazen will work with the City to develop system performance criteria/LOS including criteria for gravity main surcharge, pump capacity, and design storm for wet weather flow prediction. Based on the agreed LOS (i.e., no surcharge during peak flow etc.), Hazen will use the validated model to identify potential capacity restriction with the existing system. As part of this task, Hazen will review and determine an updated number of water customers being served by the sanitary and other components in the overall system, and how the additional flow will affect the system performance. Hazen will also review the 2019 I&I study findings and evaluate the potential rainfall derived inflow and infiltration (RDII) impact on capacity for the monitored areas.
- d) Generate preliminary projects (including future flows with 20-year horizon). Hazen will evaluate alternatives to solve the identified capacity deficiencies from the capacity assessment and recommend improvement projects. The alternative will consider scenarios to assist collection system capacity/expansion management in the North Georgia foothills/mountains effectively and efficiently while managing proliferation of new lift stations. To assist the City in properly interpreting the uncertainties related to the recommendations and to prioritize the future model-

refinement efforts, Hazen will document the impact the assumptions have on the outcomes of the simplified collection system model.

- e) Provide recommendations to refine the model accuracy in the future (see “Optional Future Work”), including field survey and flow monitoring at critical locations based on the model validation and capacity assessment results.

Hazen will meet with the City to review the model and assumptions and ensure that the validation results align with operational experience. A workshop will also be held with the City to discuss the preliminary capacity results.

Meetings

- Operation Site Visit (interview WWTP and collection system staff)
- Model Review Meeting
- Preliminary Capacity Assessment and System Improvement Recommendation Workshop

Deliverables

- Sewer Collection System Simplified Model files
- Meeting agendas, presentation slide decks (including preliminary capacity assessment results and system improvement recommendations), maps developed as a part of this task (service area per distinct watersheds/basins and existing and future new subbasins within the service area), and meeting summaries.
- Recommendations for field survey and further flow monitoring locations, where this survey work could be performed in **Optional Future Work**.

Task 1G – Capital Replacement Needs Assessment

Hazen recommends a Capital Replacement Needs Assessment to help the City understand the extent of replacement needs across the full portfolio of its water and sewer assets. Based on initial discussions, maintaining and replacing existing assets is a top priority for the City, with some anticipated growth that will include the construction of new infrastructure. Therefore, a primary focus will be on preserving current infrastructure rather than on new development. This assessment will help identify immediate "quick win" projects for a Capital Improvement Plan (CIP) and lay the groundwork for a more advanced asset management strategy in the future. As part of this task, Hazen will:

- a) Review available asset condition data including age, material, historical breaks, and known issues identified by City staff to develop a high-level determination of the condition and replacement needs for water distribution and sewer collection systems.
- b) In combination with Task 1B – Data Gap Analysis, Hazen will review the available asset data and recommend attributes by asset categories. Future data collection recommendations will enable the City to organize, track, and prioritize maintenance and replacement activities based on asset criticality and condition.

- c) Based on the high-level determination of replacement needs, Hazen will identify high-level recommendations and costs for system replacement targets and include them as part of the Task 1H – Preliminary Projects List.

Meetings

- Capital Replacement Needs Assessment Review Meeting

Deliverables

- Capital replacement recommendations will be included as part of Task 1H – Task 1H – Preliminary Projects List

Task 1H – Preliminary Projects List

Hazen will develop a prioritized list of projects based on the assessments of the City's water and wastewater systems, focusing on immediate needs and critical system issues. This task will serve as an initial roadmap for addressing critical infrastructure improvements. Hazen will:

- a) Compile a list of prioritized projects that address critical system issues deficiencies, operational challenges, and regulatory compliance issues identified during the evaluation phase.
- b) Provide high-level cost estimates (AACE Class 5) for each project to assist the City in understanding potential financial commitments and prioritizing based on available budget.
- c) Provide details (e.g., project drivers, priorities) for recommended projects to address short-term operational improvements and long-term resiliency, incorporating recommendations from Phase 1 tasks such as the water distribution system, wastewater collection system, and treatment plant evaluations.

Hazen will meet with the City to review the preliminary projects list, discussing prioritization, estimated costs, and any additional considerations for future planning.

Meetings

- Projects Phasing Workshop

Deliverables

- Meeting agenda, presentation slide deck (including a preliminary projects list), and meeting summary

Assumptions

Population and Water Demand Projections

- Population projections beyond what is available in the Coosa-North Georgia Regional Water Plan (which provide projections to 2060) will be based on an extrapolation of the 35-year projections available within this report.
- LCWSA and UNG will provide Hazen with detailed projected water demand data in planning years that closely match the scope's intervals (five-year intervals to 2045 for Capital Planning and up to 2075 for Raw Supply). If exact alignment isn't possible, Hazen will interpolate as needed.

WWTP Evaluation

- A process model of the WWTP will not be developed.
- Future influent loads to the WWTP are assumed to be similar to existing influent loads (mg/L basis).
- Identification of a new site for construction of a new WWTP, if needed, is not part of the scope of this study.
- Year 2045 is the maximum planning year for evaluation of future improvements to the WWTP.
- The estimated capital cost for future expansions to the WWTP will be on a dollar per gallon basis for planning purposes.
- Historical WWTP data will be provided by the City in electronic format (e.g., Microsoft Excel).
- A hydraulic analysis of the existing WWTP will not be performed.
- A detailed evaluation to select future potential treatment processes for the WWTP will not be performed as part of the master plan. Detailed layouts of future WWTP treatment processes will not be developed.
- The City will provide terms of existing or potential contract agreements for LCWSA's wholesale purchase of drinking water from the City or for the City to potentially send wastewater to LCWSA for treatment.

Water and Sewer Models

- Water distribution field monitoring will not be performed (such as additional flow/pressure monitoring, fire flow tests, hydraulic grade line tests).
- A sewer field survey and flow monitoring will not be performed in Phase 1. A sewer field survey may be conducted by other firms under a separate contract (refer to **Optional Future Work**).
- Field investigations to determine as-built conditions of existing water and sewer pipes will not be performed.

General

- Capital cost estimates for recommended improvements will be AACE Class 5 (-50% to +100%).
- Preliminary engineering of recommended improvements will not be performed.

Schedule

It is anticipated that the project will begin in November 2024 and be completed within approximately 12 months. A schedule is attached to this letter summarizing the tasks and their interrelationships.

Proposed Budget

The above scope of services will be compensated on a reimbursable time and expense basis for a not-to-exceed budget of \$250,000 for Phase 1 tasks. Since the results of Phase 1 tasks will inform the final scope of Phase 2 and Optional Future Work, only Phase 1 tasks are proposed to be authorized at this time.

Thank you for the opportunity to be of service to the City of Dahlonega. Please do not hesitate to call if you have any questions or would like to discuss our proposal in more detail. We look forward to working with you and the rest of the City staff on this very important project.

Sincerely,

Helen Lu, PE
Project Manager



cc: David Haas, Matt Sellers

Enclosures: Work Breakdown Structure, Project Schedule, Phase 2 and Future Optional Tasks Scope Outline

ATTACHMENT B

INSURANCE DOCUMENTS



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Products & Completed Operations Coverage Endorsement – CNA 75079xx 3/22. Waiver of Subrogation applies per Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement – CNA75008XX 10/16. Notice of Cancellation for Certificate Holders applies per Changes – Notice of Cancellation or Material Restriction Endorsement – CNA74702NY 01/15.

Automobile Liability Additional Insured is provided per Additional Insured – Primary and Non-Contributory – CNA71527XX 10/12. Primary and Non-Contributory is included per Additional Insured – Primary and Non-Contributory – CNA71527XX 10/12. Waiver of Subrogation applies per Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) – CA 04 44 10 13. Notice of Cancellation for Certificate Holders applies per Notice of Cancellation to Certificate Holders – CNA68021XX 02/13.

Workers Compensation Waiver of Subrogation applies per Waiver of Our Right to Recover From Others Endorsement – WC 00 03 13 04/84. Workers Compensation Notice of Cancellation for Certificate Holders applies per Notice of Cancellation to Certificate Holders – CNA97315XX 10/16.

Professional Liability Notice of Cancellation applies per form CNA83699XX (11/15).



Ordinances and Resolutions

DATE: 12/2/2024
TITLE: Amendment to Contract
PRESENTED BY: Doug Parks
PRIORITY: Strategic Priority - Communication

AGENDA ITEM DESCRIPTION

A restatement of the City's benefit plan was accomplished during April of this year, and now a further clarifying amendment to the plan and to the manager's contract are in order. The adjusting amendment has now been completed by GMA. It is necessary to adopt the plan amendment together with the corresponding amendment to the manager's contract so that they can be synchronized.

HISTORY/PAST ACTION

Note that the contract amendment references one thousand dollars per month to be paid into the plan. That is not new compensation, but part of the original compensation package initially approved for the city manager.

FINANCIAL IMPACT

No change.

RECOMMENDATION

Approval.

SUGGESTED MOTIONS

Motion to approve (1) General Addendum to the Georgia Municipal Employees Benefit System Defined Benefit Retirement Plan Adoption Agreement, (2) Amendment to Employment Agreement.

ATTACHMENTS

General Addendum to the Georgia Municipal Employees Benefit System Defined Benefit Retirement Plan Adoption Agreement and Amendment to Employment Agreement.

**AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS AMENDMENT TO EMPLOYMENT AGREEMENT, is made and entered into this ____ day of _____ 2024, by and between **THE CITY OF DAHLONEGA, a municipal corporation**, hereinafter called "the City", as party of the first part, and **C. ALLISON MARTIN**, herein called "Employee" or "Martin", as party of the second part. This amendment is made in coordination with the City's benefit plans administrator in order to coordinate the plan provisions of the City's Defined Contribution Plan and the employment contract currently in place for the City Manager.

WITNESSETH

WHEREAS, the City and Employee desire to amend that certain contract between the parties dated January 18, 2023 (the "Agreement") so as to achieve full coordination between the city's applicable benefit plans and the said employment contract; therefore, Section 10 of said Agreement is hereby amended to read as follows:

"SECTION 10. Retirement

A. Martin shall participate in the City's GMEBS Defined Benefit Retirement Plan ("DB Plan") under the same terms and conditions as other regular employees of the city except that the City shall fund and arrange for five (5) years of Credited Service to be added to Martin's Total Credited Service under the DB Plan. This additional five (5) years of Credited Service is imputed service credit and will count for the purposes of satisfying the minimum service requirements for vesting and benefit eligibility under the DB Plan, and for the purpose of computing Martin's benefits under the DB Plan. Martin will not receive compensation associated with the additional five (5) years

of Credited Service she is being given pursuant to this Agreement.

B. Additionally, after the first year of Martin’s employment as Manager under this Agreement, \$1,000 per month will be placed into her account under the City’s GMA 401(a) Defined Contribution Plan; however, this amount will not be taken into consideration in calculating severance pay under Section 2(D) of this Agreement.”

All other terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS OF THE _____ DAY OF _____ 2024.

By: The City of Dahlonega

By: Employee

JoAnne Taylor, Mayor

C. Allison Martin, Employee

Attest:

_____(SEAL)
Sarah Waters, Assistant City Clerk

Approved as to form:

J. Douglas Parks, City Attorney

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for
City of Dahlonega

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

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I. AN ORDINANCE

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

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

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

Ordinance continued on page 38

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT

1. ADMINISTRATOR

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

2. ADOPTING EMPLOYER

Name: **City of Dahlonega, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **465 Riley Road, Dahlonega, GA 30533-0810**
Phone: **(706) 864-6133**
Facsimile: **(706) 864-4837**

4. PLAN REPRESENTATIVE

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

Name: **City Manager**
Address: **465 Riley Road, Dahlonega, GA 30533-0810**
Phone: **(706) 864-6133**
Facsimile: **(706) 864-4837**

5. PENSION COMMITTEE

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

Position:
Position:
Position:
Position:
Position:

Pension Committee Secretary: **City Clerk**
Address: **465 Riley Road, Dahlonega, GA 30533-0810**
Phone: **(706) 864-6133**
Facsimile: **(706) 864-4837**

6. TYPE OF ADOPTION

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

- This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
 - To update the Plan to comply with the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).
 - To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): This is an amendment to implement the terms of an Agreement between the Employer and the City Manager in such position on December 2, 2024, by granting said City Manager an additional five (5) years of Credited Service under the Plan (see General Addendum, subsection 16(a)).**

7. EFFECTIVE DATE

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

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

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

The effective date of this Plan is _____.

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

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

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

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

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be April 1, 2024 **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on April 1, 2019 **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

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

9. CLASSES OF ELIGIBLE EMPLOYEES

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

A. Eligible Regular Employees

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

- ALL - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ALL REGULAR EMPLOYEES EXCEPT for the following employees (must specify; specific positions are permissible; specific individuals may not be named): Employees who were initially employed or reemployed by the City on or after August 20, 2012, who were classified as "part-time employees," and who agreed in writing that they would not participate in the City's GMEBS Defined Benefit Retirement Plan (e.g., by agreeing to employment with the City with "no benefits"), including but not limited to Tyler L. Henderson, Sabra Stevens, and Jamie D. Boggus, will be ineligible to participate in this Plan on and after said initial employment date or reemployment date (as applicable), unless and until they satisfy the eligibility conditions specified in Section 10 and Section 11 below.

B. Elected or Appointed Members of the Governing Authority

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

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

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

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): Each elected or appointed member of the Governing Authority who holds an office of the Employer between May 1, 1973, and January 1, 1982, shall be qualified to apply for participation in the Plan on the first day of the month following or coinciding with the date said member occupies such office. Each elected or appointed member of the Governing Authority who holds office after January 1, 1982, and who leaves office prior to April 1, 1995, shall not be qualified to apply for participation in the Plan, and service as an elected or appointed member of the Governing Authority between January 1, 1984, and April 1, 1995, shall not be taken into account for any purpose under the Plan, unless the member holds office on April 1, 1995. Each elected or appointed member of the Governing Authority who holds an office of the Employer on or after April 1, 1995, shall be qualified to participate in the Plan as of April 1, 1995, or if later, as of the first day of the month following or coinciding the date that said member holds such office. Notwithstanding the foregoing, effective January 1, 2015, elected or appointed members of the Governing Authority who initially hold an office of the Employer on or after such date shall be qualified to participate in the Plan as of the date they take office. (Participation became mandatory effective July 1, 2003. See Section 12 of this Adoption Agreement concerning mandatory participation in the Plan.)

(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: **40 hours/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): _____.

Minimum hour requirement applicable to excepted Regular Employees:

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

B. Months Per Year (Regular Employees)

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

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

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

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

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

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

11. WAITING PERIOD

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

12. ESTABLISHING PARTICIPATION IN THE PLAN

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

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

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

13. CREDITED SERVICE

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

A. Credited Past Service with Adopting Employer

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

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

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

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ (**insert date**).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows (**must specify other limitation in a manner that satisfies the definite written program**

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

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

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

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

Other limitation(s) on Recognition of Credited Past Service (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): 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 or Eligible Regular Employee on May 1, 1973, or April 1, 1995. Credited Past Service shall not include any tenure or office between January 1, 1984, and April 1, 1995, unless the Participant was in office on April 1, 1995.**

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

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

B. Prior Military Service

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

(1) Credit for Prior Military Service.

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

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

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

(2) Maximum Credit for Prior Military Service.

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

(3) Rate of Accrual for Prior Military Service.

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

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

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

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

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

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

C. Prior Governmental Service

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

(1) Credit for Prior Governmental Service.

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

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

- Meeting minimum service requirements for benefit eligibility.

(2) Definition of Prior Governmental Service.

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

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

(3) Maximum Credit for Prior Governmental Service.

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

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

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

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

(5) Payment for Prior Governmental Service Credit.

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

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

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

(1) Credit for Unused Paid Time Off.

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

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

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

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

(2) Minimum Service Requirement.

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

- The Participant must be 100% vested in a normal retirement benefit.
- The Participant must have at least _____ years (insert number) of Total Credited Service (not including leave otherwise creditable under this Section).

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

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

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

(4) Maximum Credit for Unused Paid Time Off.

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

(5) Computation of Unused Paid Time Off.

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

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

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

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

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

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

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

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

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

B. Normal Retirement Qualifications

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

(1) Regular Employees

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

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

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

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

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

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

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

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

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

Exceptions: If different normal retirement qualifications apply to 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): **Elected or appointed members of the Governing Authority who were Participants prior to January 1, 1984.**

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 65 (insert number)
- Completion of _____ years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): all Participants only the following class(es) of Participants (must

specify - specific positions are permissible; specific individuals may not be named): _____.

C. Alternative Normal Retirement Qualifications

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

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

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

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

Attainment of age _____ (insert number)

Completion of _____ years (insert number) of Total Credited Service

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

This alternative normal retirement benefit is available to:

All Participants who qualify.

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

- (4) **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if the Participant has at least _____ years (**insert number**) of Total Credited Service, regardless of the Participant's age.
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and satisfies the minimum age parameters for In-Service

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

This alternative normal retirement benefit is available to:

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

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

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

(5) Other Alternative Normal Retirement Benefit.

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

Note: "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police

protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

D. Disability Benefit Qualifications

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

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

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

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

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

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

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

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

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

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

This formula applies to:

- All Participants who are Regular Employees.
- Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named):
All Participants who are Regular Employees, but said percentage (2.0%) shall apply only with respect to determining the portion of the monthly Normal Retirement benefit attributable to Credited Service after January 23, 2013. For Eligible Regular Employees who are employed with the City as of January 23, 2013, the percentage (%) used to determine the portion of the monthly Normal Retirement benefit attributable to Credited Service on and before January 23, 2013, shall be the applicable percentage in effect under the Plan as of January 22, 2013 (2.25%); provided however, that with respect to Participants who Terminated employment with the City prior to January 23, 2013, and who were not employed with the City as of January 23, 2013, the percentage (%) used to determine the portion of the monthly Normal Retirement benefit attributable to Credited Service before January 23, 2013, shall be the applicable percentage (%) in effect under the Plan as of the date of the Employee's most recent Termination of employment prior to January 23, 2013.
- (b) **Alternative Flat Percentage Formula. _____% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.**
- (c) **Split Final Average Earnings Formula. _____% (insert percentage) of Final Average Earnings up to the amount of Covered Compensation (see subsection (2) below for definition of Covered Compensation), plus _____% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.**

This formula applies to:

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

This formula applies to:

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

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

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

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

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

- (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$ _____ (**specify amount**). This definition shall apply to (**check one**):
 - All Participants who are Regular Employees.
 - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

(3) Final Average Earnings

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

This definition of Final Average Earnings applies to:

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

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

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

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

- Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- \$25.00** (**insert dollar amount**) per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer (service of at least 6 months and 1 day is treated as a year of Total Credited Service; provided, however, than an elected or appointed member of the Governing Authority or Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

This formula applies to:

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

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

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

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

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

Alternative Early Retirement Reduction Table

<u>Number of Years Before</u> <u>[Age (Insert Normal</u> <u>Retirement Age)]</u> (check as applicable)	<u>Percentage of</u> <u>Normal Retirement Benefit*</u> (complete as applicable)
---	---

<input type="checkbox"/> 0	1.000
<input type="checkbox"/> 1	0.____
<input type="checkbox"/> 2	0.____
<input type="checkbox"/> 3	0.____
<input type="checkbox"/> 4	0.____
<input type="checkbox"/> 5	0.____
<input type="checkbox"/> 6	0.____
<input type="checkbox"/> 7	0.____
<input type="checkbox"/> 8	0.____
<input type="checkbox"/> 9	0.____
<input type="checkbox"/> 10	0.____
<input type="checkbox"/> 11	0.____
<input type="checkbox"/> 12	0.____
<input type="checkbox"/> 13	0.____

F. Minimum/Maximum Benefit For Elected Officials

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

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

G. Multiple Plans

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Cost Of Living Adjustment

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

- (1) No cost-of-living adjustment.
- (2) Variable Annual cost-of-living adjustment not to exceed **2.0%** (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 **March 1, 1998** (insert date).
- Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i); specific positions are permissible; specific individuals may not be named): _____.

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

**17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT;
VESTING**

A. Eligible Regular Employees

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

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

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

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

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

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

B. Elected or Appointed Members of the Governing Authority

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

- Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- No vesting schedule (immediate vesting).
- Other vesting schedule (Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.): 5-year Cliff Vesting Schedule. For elected or appointed member of the Governing Authority in office on or after April 1, 1995, benefits shall be 100% vested after the Participant has completed a minimum of five (5) years of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum. Provided, however, that Credited Service performed prior to January 1, 1984, as an elected or

appointed member of the Governing Authority shall be 100% vested upon Termination of tenure of office.

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

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

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

- The Participant must be vested in a normal retirement benefit.
- The Participant must have _____ years (**insert number**) of Total Credited Service.
- The Participant must be eligible for Early or Normal Retirement.
- Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

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

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

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

- Total Credited Service accrued prior to the date of the Participant's death.
- Total Credited Service accrued prior to the date of the Participant's death, plus **(check one)**: one-half (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 Basic Plan Document Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

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

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

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

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

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

B. Terminated Vested Death Benefit

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

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

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

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

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

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

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

19. EMPLOYEE CONTRIBUTIONS

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

- Are not required.
- Are required in the amount of _____ % (insert percentage) of Earnings for all Participants.
- Are required in the amount of _____ % (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 pre-approved plan program.

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

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

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

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

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

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Basic Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under opinion letter Q705465a dated August 31, 2023. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Basic Plan Document and Trust,

may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

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

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

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

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

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

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

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

AN ORDINANCE (continued from page 1)

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

Section 3. The effective date of this Ordinance shall be December 2, 2024 (not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance)).

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

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

Attest:

CITY OF DAHLONEGA, 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



CITY OF DAHLONEGA

City Council Mini Retreat - Review of Existing Alcohol Ordinances Minutes

August 30, 2024, 2:00 PM

Mike Cottrell School of Business Executive Meeting Room

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 706-864-6133.

Vision – Dahlonega will be the most welcoming, thriving, and inspiring community in North Georgia

Mission Statement - Dahlonega, a City of Excellence, will provide quality services through ethical leadership and fiscal stability, in full partnership with the people who choose to live, work, and visit. Through this commitment, we respect and uphold our rural Appalachian setting to honor our thriving community of historical significance, academic excellence, and military renown.

OPEN MEETING

Mayor Taylor called the mini retreat to order at 2:02 pm.

In attendance were:

Mayor JoAnne Taylor

Councilmember Johnny Ariemma

Councilmember Lance Bagley

Councilmember Dan Brown

Councilmember Roman Gaddis

Councilmember Ross Shirley

City Manager Martin began the public presentation at 2:05 P.M.

City Manager Martin presented the council and members of the public with an overview of the history of Dahlonega's Alcohol Ordinance, a synopsis of Georgia's 3-tier licensing system, a review of changes to local public health standards, a review of the package store ordinance, and provided background on entertainment districts. (presentation attached to these minutes for reference.) Upon completion of the presentation, the city council members took time to ask questions and have discussion on each item. After the council's initial discussions, the Mayor asked the audience for their input. After the public discussion period, the council created the following list of action items and agreed to further discussion at a later time.

1. Ask consultant to create a Craft manufacturing license in the zoning revisions; craft manufacturing ordinance B3 and CBD (downtown area)
2. Explore residential manufacturing and sales
3. Identify our liability concerns and look at the risk and identify steps forward
4. Identify a way to expand and serve at the 1st Friday events

5. Quantify what other cities have experienced when opening an entertainment district; do they have an increase in tax revenue
6. Work with tourism on ways to become an “experience” destination
7. Explore special events for “for profit” businesses:
8. Explore a Christmas Entertainment District.
9. Explore an entertainment district for Downtown Dahlonaga
10. Discuss who should sponsor and cover concert events
11. Explore a change in the inventory requirements for the package store
12. Explore a minimum bottle size for the package store ordinance.

ADJOURNMENT

The retreat adjourned at 3:53 P.M.

Guideline Principles - The City of Dahlonaga will be an open, honest, and responsive city that balances preservation and growth and delivers quality services fairly and equitably by being good stewards of its resources. To ensure the vibrancy of our community, Dahlonaga commits to Transparency and Honesty, Dedication and Responsibility, Preservation and Sustainability, Safety and Welfare ...for ALL!



CITY OF DAHLONEGA Council Meeting Minutes

October 07, 2024, 6:00 PM

Gary McCullough Chambers, Dahlongega City Hall

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 706-864-6133.

Vision – Dahlongega will be the most welcoming, thriving, and inspiring community in North Georgia

Mission Statement - Dahlongega, a City of Excellence, will provide quality services through ethical leadership and fiscal stability, in full partnership with the people who choose to live, work, and visit. Through this commitment, we respect and uphold our rural Appalachian setting to honor our thriving community of historical significance, academic excellence, and military renown.

CALL TO ORDER AND WELCOME

Mayor Taylor called the meeting to order at 6:04 p.m.

PRESENT

Mayor JoAnne Taylor

Councilmember Johnny Ariemma

Councilmember Lance Bagley

Councilmember Dan Brown

Councilmember Roman Gaddis

Councilmember Ross Shirley

PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Councilmember Ariemma led the invocation and Councilmember Bagley led the Pledge of Allegiance to the American Flag.

APPROVAL OF AGENDA

Mayor Taylor called for a motion to approve the agenda.

Motion Made by Councilmember Shirley to approve the agenda, Seconded by Councilmember Brown.

VOTING YEA: Councilmember Shirley, Councilmember Brown, Councilmember Ariemma, Councilmember Bagley, Councilmember Gaddis

APPROVAL OF CONSENT AGENDA

1. UCBI Banking Service Contract Renewal
Kimberly Stafford, Finance Manager
2. Intergovernmental Service Agreement–Downtown Development Authority
Allison Martin, City Manager
Strategic Priority - Effectively Manage Growth
3. Gulf Food and Gas INC bda Gulf Food Mart - Retail Alcoholic Beverage License
Sarah Waters, Assistant City Clerk & Doug Parks, City Attorney
4. Change to Open Container Footprint - Spirits Tavern Feral Cat Program Fundraiser

Doug Parks, City Attorney & Sarah Waters, Assistant City Clerk

Mayor Taylor called for a motion to approve the consent agenda as written.

Motion Made by Councilmember Gaddis to approve the consent agenda, Seconded by Councilmember Ariemma

VOTING YEA: Councilmember Gaddis, Councilmember Ariemma, Councilmember Bagley, Councilmember Brown, Councilmember Shirley

PUBLIC COMMENT – FOUR MINUTE LIMIT

There were no public comments.

APPROVAL OF MINUTES:

- a. Budget Workshop Meeting Minutes - June 27, 2024
Sarah Waters, Assistant City Clerk
- b. City Council Special Called Meeting - August 19, 2024
Sarah Waters, Assistant City Clerk
- c. City Council Special Called Meeting Minutes - July 22, 2024
Sarah Waters, Assistant City Clerk
- d. Council Work Session Meeting Minutes - July 22, 2024
Sarah Waters, Assistant City Clerk
- e. City Council Meeting Minutes - August 5, 2024
Sarah Waters, Assistant City Clerk
- f. City Council Public Hearing Minutes - August 5, 2024
Sarah Waters, Assistant City Clerk

Mayor Taylor called for a motion.

Councilmember Shirley noted that one section of the vote on Item B. was omitted.

Motion Made by Councilmember Shirley to approve all items except Item B. Seconded by Councilmember Bagley.

VOTING YEA: Councilmember Shirley, Councilmember Bagley, Councilmember Ariemma, Councilmember Brown, Councilmember Gaddis

APPOINTMENT, PROCLAMATION & RECOGNITION:

ANNOUNCEMENTS

CITY REPORTS:

1. Financial Report - August 2024
Allison Martin, City Manager

Manager Martin reported that the current review of the financial reports reflects a strong sales tax collection, and alcohol and permit revenues greater than last fiscal year. Hotel/Motel tax is nine percent higher than last fiscal year and stormwater revenue is trending on track. The Downtown Development Authority fund is on track as well with the use of their fund balance. Mayor Taylor called for a motion to approve the report.

Mayor Taylor called for a motion.

Motion Made by Councilmember Bagley to approve the financial report for August 2024, Seconded by Councilmember Brown.

VOTING YEA: Councilmember Bagley, Councilmember Brown, Councilmember Ariemma, Councilmember Gaddis, Councilmember Shirley

ORDINANCES AND RESOLUTIONS:

CONTRACTS & AGREEMENTS:

2. Employee Benefits Program

City Manager, Allison Martin

Manager Martin reported along with the City's insurance representative, Tommy Hayes, on the options regarding the employee benefits program. Manager Martin stated that normally staff does not make recommendations on employee benefits, however in this case with such a drastic change in cost, staff recommends remaining with the Georgia Municipal Association (GMA). She recommended developing a more robust wellness plan for staff. The other options included a self-insured option, insuring with United Healthcare that does not cover Northeast Georgia Health Systems, or to remain with GMA but change staff's deductible options. She also reported that the city could offer a Health Savings Account option. Councilmember Gaddis asked about a compensation plan, and Councilmember Bagley emphasized the importance of educating staff on the best way to use their plans. Councilmember Ariemma stated that staying with the current plan protects City employees. Mayor Taylor asked if the Council would reconsider a rollback in the case of continued insurance increases. Councilmember Ariemma stated that would be appropriate.

Motion Made to Approve remaining with the current plan held by the City of Dahlonega with the Georgia Municipal Association by Councilmember Shirley, Seconded by Councilmember Brown.

VOTING YEA: Councilmember Shirley, Councilmember Brown, Councilmember Ariemma, Councilmember Bagley, Councilmember Gaddis.

3. Koyo Lift Station Rehab Buy American Change Order

Allison Martin, City Manager

Strategic Priority - Infrastructure

Manager Martin reported that the City received federal funding through the Environmental Protection Agency to rehabilitate the Koyo lift station. One stipulation of the funds is that the City must buy American materials. A change order is required to cover the cost of American steel.

Motion Made to Approve by Councilmember Brown, Seconded by Councilmember Shirley.

VOTING YEA: Councilmember Brown, Councilmember Shirley, Councilmember Ariemma, Councilmember Bagley, Councilmember Gaddis

OTHER ITEMS:

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments

No comments.

City Manager Comments

Manager Martin stated that City Hall will be hosting GMA revenue classes in October. She also reported that City Staff would be participating in the Lumpkin County School System's Safe School sidewalk walk and take note of areas in need of improvement.

City Attorney Comments

No comment.

City Council Comments

Councilmember Ariemma thanked staff for their work on the insurance topic. He stated that the City looks great. Councilmember Bagley stated that the scarecrows around the square look amazing and thanked the staff for their work on the program. He also reported that the Wall that Heals will be displayed at the University of North Georgia at the end of the month.

Councilmember Brown thanked staff for the data regarding insurance options and for the City's quick emergency operations preparation in anticipation of the hurricane. Councilmember Gaddis stated that the new website looks great. Councilmember Shirley thanked the DDA staff for a successful First Friday Concert series, and asked staff to investigate noise ordinances regarding vehicle noise. He also stated that he is concerned with vehicle speeds on Boyd Circle.

Mayor Comments

Mayor Taylor thanked City and County staff for the hurricane preparation. She also thanked staff for their attention to ensuring all vital City facilities have generators in the event that they lose power.

ADJOURNMENT

Mayor Taylor called for a motion to adjourn the meeting at 6:51 p.m.

Motion Made by Councilmember Shirley, Seconded by Councilmember Bagley.

VOTING YEA: Councilmember Shirley, Councilmember Bagley, Councilmember Ariemma, Councilmember Brown, Councilmember Gaddis

Guideline Principles - The City of Dahlonega will be an open, honest, and responsive city that balances preservation and growth and delivers quality services fairly and equitably by being good stewards of its resources. To ensure the vibrancy of our community, Dahlonega commits to Transparency and Honesty, Dedication and Responsibility, Preservation and Sustainability, Safety and Welfare ...for ALL!



CITY OF DAHLONEGA Council Meeting Minutes

November 04, 2024, 6:00 PM

Gary McCullough Chambers, Dahlonega City Hall

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 706-864-6133.

Vision – Dahlonega will be the most welcoming, thriving, and inspiring community in North Georgia

Mission Statement - Dahlonega, a City of Excellence, will provide quality services through ethical leadership and fiscal stability, in full partnership with the people who choose to live, work, and visit. Through this commitment, we respect and uphold our rural Appalachian setting to honor our thriving community of historical significance, academic excellence, and military renown.

CALL TO ORDER AND WELCOME

Mayor Taylor called the meeting to order at 6:00 P.M.

PRESENT

Mayor JoAnne Taylor
Councilmember Roman Gaddis
Councilmember Johnny Ariemma
Councilmember Ryan Reagin
Councilmember Ross Shirley
Councilmember Lance Bagley
Councilmember Daniel Brown

PRAYER / PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Taylor led the invocation, and Barrett Tolbert led the Pledge to the American Flag.

APPROVAL OF AGENDA

Mayor Taylor called for a motion to approve the agenda.

Motion made by Councilmember Shirley to approve the agenda, Seconded by Councilmember Reagin.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley, Councilmember Brown

APPROVAL OF CONSENT AGENDA

Mayor Taylor called for a motion to approve the consent agenda.

Motion made by Councilmember Gaddis to approve the consent agenda, Seconded by Councilmember Shirley.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley, Councilmember Brown

Agreement for Tourism Development Services – 2025

Allison Martin, City Manager

Contract Renewal – Jarrard Water Services (JWS)

Allison Martin, City Manager

2025 Meeting Dates

Sarah Waters, Assistant City Clerk

PUBLIC COMMENT – FOUR MINUTE LIMIT

Mayor Taylor opened the floor to public comments.

Mr. Garrick asked if someone could look at the music and sound ordinance. It concerns the public and changes the atmosphere of the square.

Ms. O'Gorman stated that she is the chairperson of the Old Fashioned Christmas Program, and they will start decorating on November 13th. It will go through January 12th, and everything should be down by the 12th. She thanked the City, City Council, Chief of police, and Public Works for everything they do for the Christmas program.

Mr. Larson stated that his Facebook told him that he started on the council nine years ago. It was an honor to serve for eight years. He thanked the council for everything they do.

Mr. McDuffie thanked everyone who helped with The Wall That Heals. He then thanked the City Council and City Manager Martin for helping with all the filming coming here soon and thanked them for being so supportive of tourism.

Mayor Taylor thanked everyone for their comments.

APPROVAL OF MINUTES:

Mayor Taylor called for a motion to approve minutes A-G

Motion made by Councilmember Brown to approve minutes A-G, Seconded by Councilmember Reagin.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley, Councilmember Brown

- a. October 21, 2024 - Council Work Session Minutes
Sarah Waters, Assistant City Clerk
- b. October 21, 2024 - City Council Special Called Meeting
Sarah Waters, Assistant City Clerk
- c. August 19, 2024 - Council Work Session Minutes
Sarah Waters, Assistant City Clerk
- d. August 19, 2024 - City Council Special Called Meeting Minutes
Sarah Waters, Assistant City Clerk
- e. City Council Meeting Minutes - September 3, 2024
Sarah Waters, Assistant City Clerk
- f. City Council Special Called Meeting Minutes - September 16, 2024
Sarah Waters, Assistant City Clerk
- g. Council Work Session Meeting Minutes - September 16, 2024
Sarah Waters, Assistant City Clerk

APPOINTMENT, PROCLAMATION & RECOGNITION:

1. Community Helping Place - 2024 Old Fashioned Christmas Ornament Reveal

Melissa Line, Executive Director

Mayor Taylor introduced this item to the audience and asked someone from the Christmas Program to reveal the ornament.

The Chairperson introduced everyone who is a part of the Community Helping Place 2024 Old Fashioned Program and thanked them for all of the hard work they do. He then announced that the ornament will be available for sale in downtown Dahlenega stores and on their website.

The Mayor and Councilmembers thanked them for everything that they do.

ANNOUNCEMENTS

CITY REPORTS:

ORDINANCES AND RESOLUTIONS:

CONTRACTS & AGREEMENTS:

OTHER ITEMS:

2. Water/Sewer Master Plan Update – Proposal Discussion

Allison Martin, City Manager

City Manager Martin discussed the Water/Sewer Master Plan update. The current plan is 18 years old, though ideally, it should be updated every five years to stay in line with state rules and new regulations. Manager Martin detailed the process to select a firm. Staff chose Hazen and Sawyer based on their qualifications and prior experience. The staff is working with Hazen and Sawyer representatives to finalize the project details and to keep costs within budget. Based on the proposal, staff recommend breaking the work into two phases and having the work completed over two budget cycles.

Mayor Taylor asked about the typical timeframe these master plans cover.

Mayor Taylor then called for a motion.

Motion made by Councilmember Gaddis to proceed with a contract with Hazen, Seconded by Councilmember Brown.

Councilmember Ariemma noted that the plan hasn't been updated in 18 years and asked if that was a concern. He also inquired why updates are needed every five years.

Mayor Taylor asked how far ahead the city should plan for infrastructure, like a new wastewater facility.

Councilmember Gaddis expressed support for the update, emphasizing its importance due to the city's rapid growth.

Councilmember Brown agreed that the update is crucial and thanked staff for their efforts. He asked if the data in the plan updates itself or if the city would need to update it manually.

Councilmember Shirley pointed out that much of the data might come from the city's own

resources. He referenced two prior studies and asked if staff had reviewed those. He also questioned the cost, asking if a state agency could potentially complete the work for a lower price.

Councilmember Bagley agreed that an update is necessary. He asked if there was a specific cost estimate for updating the plan every five years and expressed interest in knowing what other options had been considered.

Councilmember Gaddis observed that the city has made significant progress in water and wastewater over the past 18 years but has prioritized other projects at times.

Mayor Taylor emphasized that this plan update, like the Park Street and zoning map projects, is foundational. Having it in place will provide valuable information for future city leaders.

Councilmember Reagin asked about potential consequences if the update does not proceed.

Councilmember Shirley questioned what new insights the city would gain from this plan that are not already known.

Councilmember Ariemma advised caution regarding future costs associated with the update.

Councilmember Bagley inquired if funding would come from the enterprise fund.

Mayor Taylor reminded the council what the motion was.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley, Councilmember Brown

COMMENTS – PLEASE LIMIT TO THREE MINUTES

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

Clerk's Comments

Assistant City Clerk Waters had no comments.

City Manager's Comments

City Manager Martin had no comments.

City Attorney's Comments

City Attorney Parks had no comments.

City Council Comments

Councilmember Gaddis stated that the Lumpkin County Education Foundation was having their annual fundraiser. He mentioned that Lumpkin County football is entering the first round of state playoffs and thanked the staff and council for their efforts.

Councilmember Ariemma shared that The Wall That Heals exhibit was an amazing experience. Councilmember Reagin had no comments.

Councilmember Shirley echoed appreciation for The Wall That Heals, highlighting the impressive number of volunteers involved and thanking them for their service.

Councilmember Bagley thanked everyone who recognized the council and staff. He noted the significant amount of volunteer work in the community and expressed his gratitude to all volunteers.

Councilmember Brown acknowledged Veterans Day and thanked all veterans for their service.

Mayor's Comments

Mayor Taylor had no comments.

ADJOURNMENT

Mayor Taylor called for adjournment at 6:56 P.M.

Motion made by Councilmember Shirley, Seconded by Councilmember Bagley.

Voting Yea: Councilmember Gaddis, Councilmember Ariemma, Councilmember Reagin, Councilmember Shirley, Councilmember Bagley, Councilmember Brown

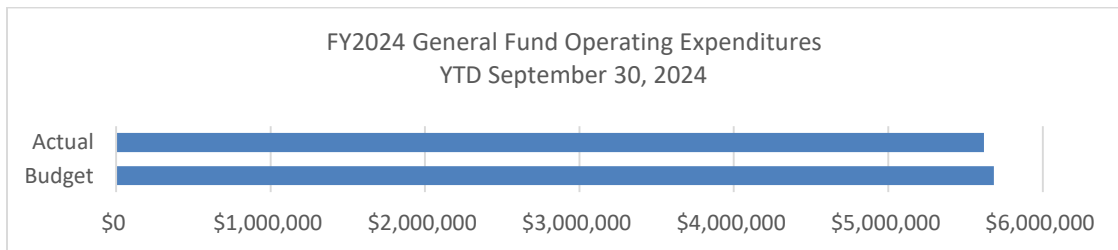
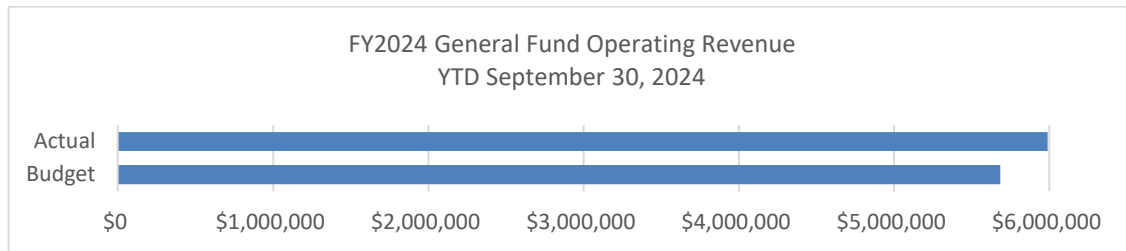
Guideline Principles - The City of Dahlonega will be an open, honest, and responsive city that balances preservation and growth and delivers quality services fairly and equitably by being good stewards of its resources. To ensure the vibrancy of our community, Dahlonega commits to Transparency and Honesty, Dedication and Responsibility, Preservation and Sustainability, Safety and Welfare ...for ALL!



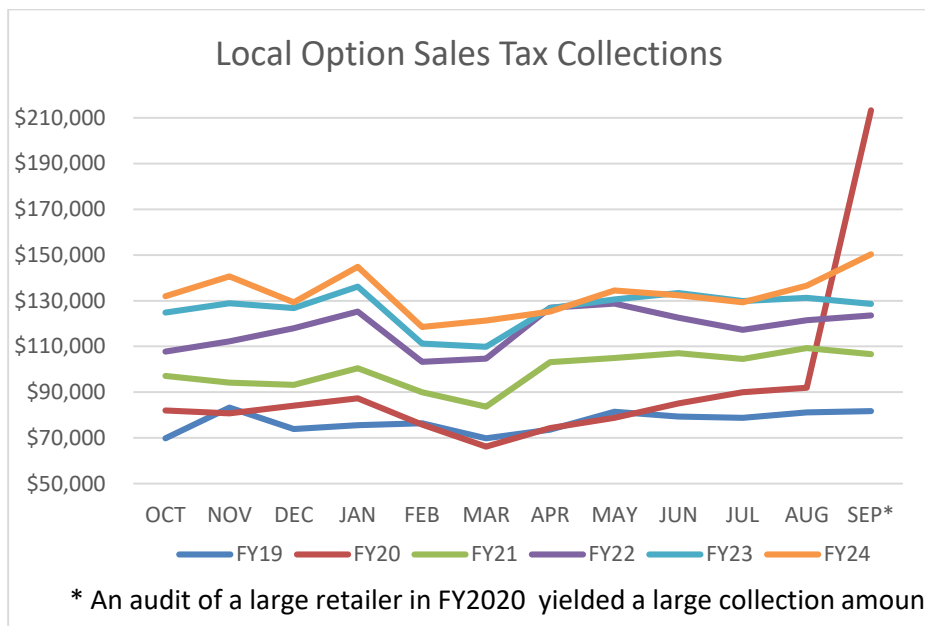
CITY OF DAHLONEGA MONTHLY FINANCIAL REPORTS

For the Twelve Months Ended September 30, 2024

GENERAL FUND



- The annual property tax bills were levied and mailed by the Tax Commissioner on October 1st with a December 1st due date. To date, 98.53% of the 2023 taxes budgeted have been collected.
- Sales tax collections remain strong and reflected collections 5.06% greater than FY23. The change in the State law related to internet sales taxation has continued to positively impact our collections.



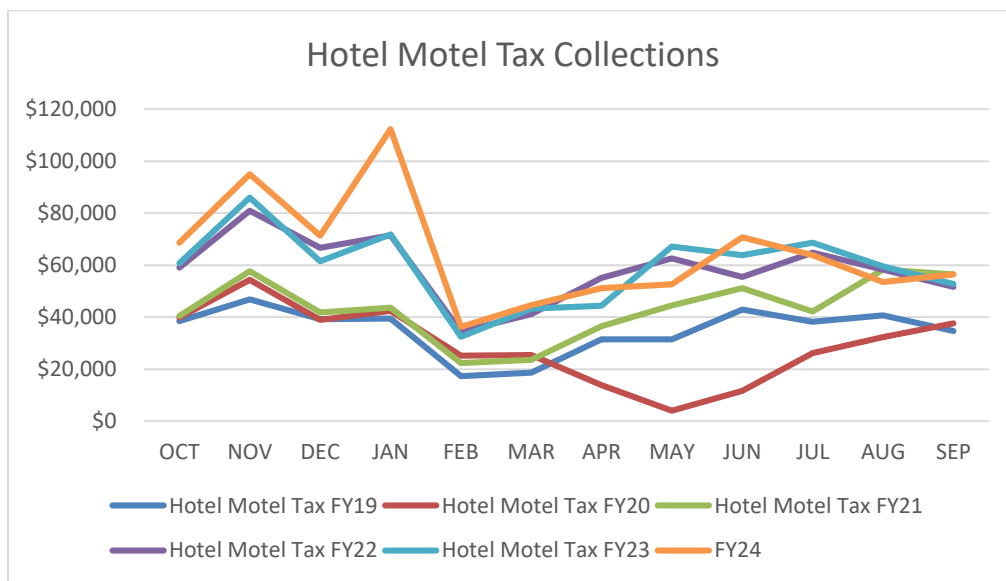
- The annual revenue for Insurance Premium Tax is \$667,217 this year, which is 22.37% greater than last fiscal year. This amount is based on a pro-rata population formula.
- Alcoholic Beverage Tax and License revenue collected year-to-date is slightly more than the prior year.
- Permit revenue collected year-to-date is greater than last year's collections due to a change in the fee schedule.
- Departments expenditures are in line with budget expectations.

DOWNTOWN DEVELOPMENT AUTHORITY

- Operational results are on track with the budget.

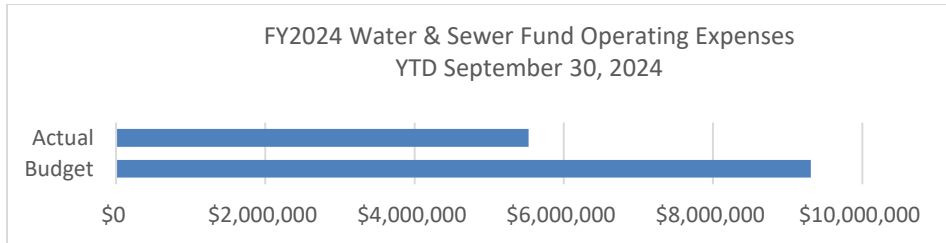
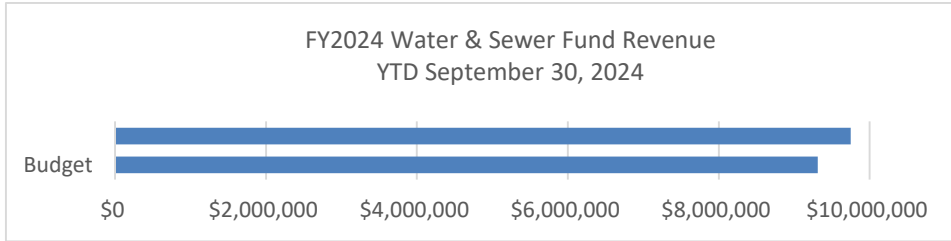
HOTEL/MOTEL TAX FUND

- Tax revenue collections experienced a sharp decline in April 2020 with the onset of the Pandemic. Beginning in September 2020, collections have remained higher than in previous years. FY24 is trending 9.07% more than FY23. There are two factors for the increase above pre-pandemic levels. One is the change to the law regarding collection by third-party online booking agencies, the other is the new hotel.



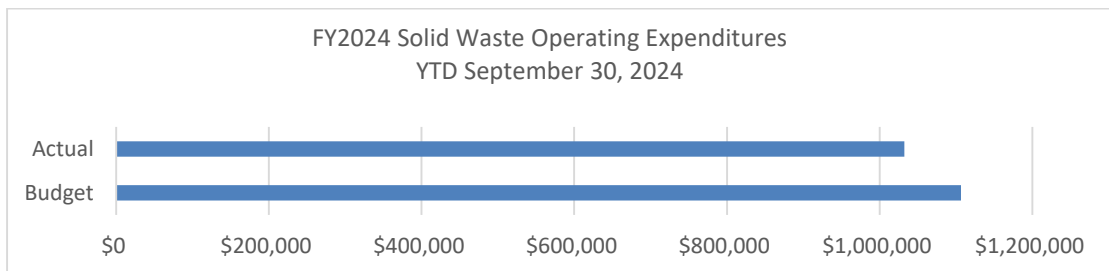
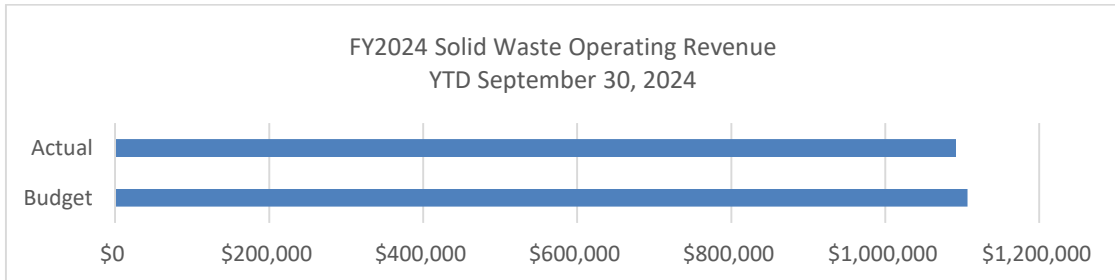
WATER AND SEWER FUND

- Water and sewer sales are trending along with budget projections. Revenue from water sales and sewer charges is 24.03% greater than the same period in FY23.
- All department expenses are in line with the budget.



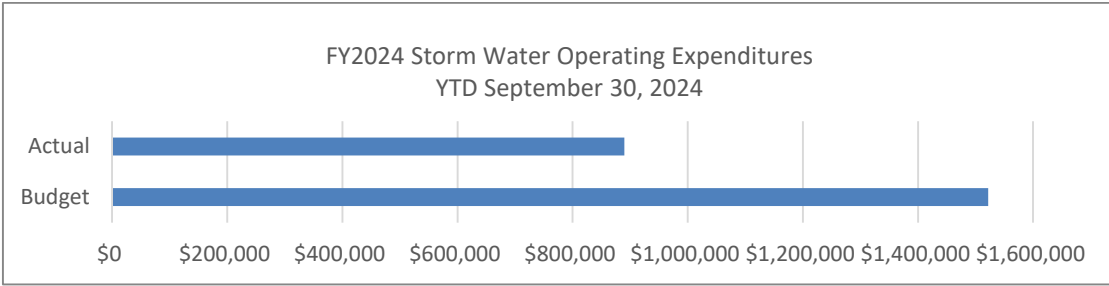
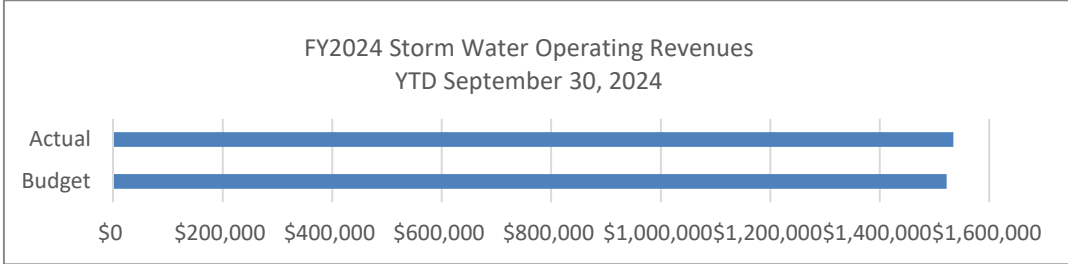
SOLID WASTE FUND

- Refuse Collection Charges are Revenues are 2.34% greater than the prior year.
- Expenses meet budget expectations.



STORMWATER ENTERPRISE FUND

- Transfers In and Indirect Charges reflect a twelve-month allocation.
- Stormwater utility charges were first billed in January 2021 and are meeting budget expectations.
- Expenses are related to the startup of the new utility, projects, and allocated staff pay and benefits.



(Prepared for Council and Management by Finance Department November 27, 2024)

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 09/30/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 100 - GENERAL FUND				
	GENERAL PROPERTY TAXES	1,878,289.00	1,903,495.75	101.34
	GENERAL SALES AND USE TAXES	1,430,000.00	1,463,022.09	102.31
	SELECTIVE SALES AND USES TAXES	224,600.00	235,427.14	104.82
	ALCOHOLIC BEVERAGES LICENSES	178,000.00	157,625.00	88.55
	BUSINESS TAXES	705,247.00	826,537.58	117.20
	PENALTIES AND INTEREST	1,200.00	3,925.08	327.09
	PERMITS AND FEES	73,000.00	308,911.46	423.17
	INTERGOVERNMENTAL REVENUE	15,539.00	31,070.54	199.95
	CHARGES FOR SERVICES	730,133.00	737,254.82	100.98
	FINES AND FORFEITURES	199,302.00	167,525.06	84.06
	INVESTMENT INCOME	90,000.00	(7,367.22)	(8.19)
	MISCELLANEOUS REVENUE	3,000.00	5,204.83	173.49
	OTHER FINANCIAL SOURCES	35,000.00	37,962.50	108.46
	OTHER CHARGES FOR SERVICES	15,500.00	15,445.31	99.65
	TRANSFERS IN FROM OTHER FUNDS	105,875.00	102,950.04	97.24
	TOTAL REVENUES	5,684,685.00	5,988,989.98	105.35
	LEGISLATIVE	264,522.00	525,146.30	192.35
	EXECUTIVE	289,711.00	241,051.35	83.20
	ELECTIONS	12,600.00	21,844.54	173.37
	GENERAL ADMINISTRATION	1,136,427.00	1,014,624.31	88.96
	MUNICIPAL COURT	302,668.00	251,183.57	82.99
	POLICE DEPARTMENT	938,482.00	805,906.36	85.05
	PUBLIC WORKS ADMINISTRATION	260,494.00	185,601.26	71.25
	STREETS	1,350,170.00	1,345,791.59	96.27
	MAINTENANCE AND SHOP	127,348.00	97,291.70	76.40
	CEMETERY	112,054.00	107,248.38	95.71
	PARKS	69,500.00	70,764.16	101.82
	COMMUNITY DEVELOPMENT	282,914.00	492,233.82	173.99
	NON-DEPARTMENTAL	76,536.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	461,259.00	461,259.00	100.00
	TOTAL EXPENDITURES	5,684,685.00	5,619,946.34	97.67
Fund 100 - GENERAL FUND:				
	TOTAL REVENUES	5,684,685.00	5,988,989.98	105.35
	TOTAL EXPENDITURES	5,684,685.00	5,619,946.34	97.67
	NET OF REVENUES & EXPENDITURES	0.00	369,043.64	530.57

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 09/30/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY				
	CHARGES FOR SERVICES	300.00	1,235.70	411.90
	INVESTMENT INCOME	6,000.00	8,823.05	147.05
	CONTRIBUTIONS AND DONATIONS	100.00	1,605.00	1,605.00
	MISCELLANEOUS REVENUE	1,500.00	16,252.60	1,083.51
	TRANSFERS IN FROM OTHER FUNDS	184,875.00	184,875.00	100.00
	APPROPRIATED FUND BALANCE	128,890.00	0.00	0.00
	TOTAL REVENUES	321,665.00	212,791.35	66.15
	DDA ADMINISTRATION	155,893.00	144,429.23	92.65
	TOURISM	60,032.00	50,029.96	83.34
	DOWNTOWN DEVELOPMENT	105,740.00	178,033.05	168.37
	TOTAL EXPENDITURES	321,665.00	372,492.24	115.80
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:				
	TOTAL REVENUES	321,665.00	212,791.35	66.15
	TOTAL EXPENDITURES	321,665.00	372,492.24	115.80
	NET OF REVENUES & EXPENDITURES	0.00	(159,700.89)	100.00

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 09/30/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 275 - HOTEL/MOTEL TAX FUND				
	HOTEL/MOTEL TAXES	700,000.00	776,811.93	110.97
	PENALTIES AND INTEREST	0.00	8,069.76	100.00
	INVESTMENT INCOME	600.00	1,869.13	311.52
	TOTAL REVENUES	700,600.00	786,750.82	112.30
	PURCHASES/CONTRACTED SERVICES	297,063.00	318,988.93	107.38
	TRANSFERS OUT TO OTHER FUNDS	403,537.00	400,013.04	99.13
	TOTAL EXPENDITURES	700,600.00	719,001.97	102.63
Fund 275 - HOTEL/MOTEL TAX FUND:				
	TOTAL REVENUES	700,600.00	786,750.82	112.30
	TOTAL EXPENDITURES	700,600.00	719,001.97	102.63
	NET OF REVENUES & EXPENDITURES	0.00	67,748.85	100.00

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 09/30/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 505 - WATER AND SEWER ENTERPRISE FUND				
	INTERGOVERNMENTAL REVENUE	0.00	26,022.72	100.00
	FINES AND FORFEITURES	0.00	753.00	100.00
	INVESTMENT INCOME	160,000.00	(698,776.76)	(436.74)
	MISCELLANEOUS REVENUE	3,000.00	28,468.67	948.96
	WATER CHARGES	3,173,461.00	3,276,852.17	103.26
	TAP FEES - WATER	175,000.00	1,271,194.00	726.40
	SEWER CHARGES	2,339,413.00	3,031,931.23	129.60
	TAP FEES - SEWER	175,000.00	1,286,620.00	735.21
	OTHER CHARGES FOR SERVICES	70,300.00	89,498.06	127.31
	TRANSFERS IN FROM OTHER FUNDS	1,438,032.00	1,438,032.00	100.00
	APPROPRIATED NET ASSETS	1,778,564.00	0.00	0.00
	TOTAL REVENUES	9,312,770.00	9,750,595.09	104.70
	SEWER LIFT STATIONS	278,654.00	212,988.41	76.43
	SEWER TREATMENT PLANT	918,621.00	861,643.06	93.30
	DISTRIBUTION AND COLLECTION	1,202,602.00	1,577,701.84	114.18
	WATER SUPPLY	322,504.00	197,022.12	61.09
	WATER TREATMENT PLANT	2,427,976.00	1,822,593.52	74.34
	CAPITAL OUTLAYS	3,976,673.00	732,442.30	17.41
	INTERFUND CHARGES	125,740.00	125,739.96	100.00
	OTHER COSTS	60,000.00	37.41	0.06
	TOTAL EXPENDITURES	9,312,770.00	5,530,168.62	56.72
Fund 505 - WATER AND SEWER ENTERPRISE FUND:				
	TOTAL REVENUES	9,312,770.00	9,750,595.09	104.70
	TOTAL EXPENDITURES	9,312,770.00	5,530,168.62	56.72
	NET OF REVENUES & EXPENDITURES	0.00	4,220,426.47	964.35

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 09/30/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 540 - SOLID WASTE ENTERPRISE FUND				
	CHARGES FOR SERVICES	300.00	300.00	100.00
	INVESTMENT INCOME	10,000.00	16,060.56	160.61
	MISCELLANEOUS REVENUE	0.00	3,083.40	100.00
	OTHER FINANCIAL SOURCES	0.00	1,778.67	100.00
	OTHER CHARGES FOR SERVICES	7,000.00	8,718.48	124.55
	REFUSE COLLECTION CHARGES	1,067,401.00	1,091,866.32	102.29
	APPROPRIATED NET ASSETS	22,005.00	0.00	0.00
TOTAL REVENUES		1,106,706.00	1,121,807.43	101.36
PERSONAL SERVICES AND EMPLOYEE BENEFITS				
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	551,986.00	482,595.25	87.43
	PURCHASES/CONTRACTED SERVICES	291,150.00	320,460.23	110.07
	SUPPLIES	160,700.00	116,701.16	72.62
	CAPITAL OUTLAYS	0.00	49,775.00	100.00
	INTERFUND CHARGES	62,870.00	62,870.04	100.00
	OTHER COSTS	40,000.00	(67.36)	(0.17)
	DEBT SERVICE	0.00	10.00	100.00
TOTAL EXPENDITURES		1,106,706.00	1,032,344.32	93.28
Fund 540 - SOLID WASTE ENTERPRISE FUND:				
	TOTAL REVENUES	1,106,706.00	1,121,807.43	101.36
	TOTAL EXPENDITURES	1,106,706.00	1,032,344.32	93.28
	NET OF REVENUES & EXPENDITURES	0.00	89,463.11	100.00

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	YTD BALANCE 09/30/2024 NORMAL (ABNORMAL)	% BDGT USED
Fund 560 - STORMWATER ENTERPRISE FUND				
	INVESTMENT INCOME	1,500.00	13,388.15	892.54
	OTHER CHARGES FOR SERVICES	1,000.00	1,696.57	169.66
	TRANSFERS IN FROM OTHER FUNDS	1,165,544.00	1,165,544.04	100.00
	STORMWATER UTILITY CHARGES	354,150.00	353,554.87	99.83
	TOTAL REVENUES	1,522,194.00	1,534,183.63	100.79
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	81,402.00	78,831.38	96.84
	PURCHASES/CONTRACTED SERVICES	79,000.00	3,455.26	4.37
	SUPPLIES	33,500.00	888.61	2.65
	CAPITAL OUTLAYS	819,913.00	298,575.61	30.48
	INTERFUND CHARGES	508,379.00	508,379.04	100.00
	OTHER COSTS	0.00	(13.92)	100.00
	TOTAL EXPENDITURES	1,522,194.00	890,115.98	52.92
Fund 560 - STORMWATER ENTERPRISE FUND:				
	TOTAL REVENUES	1,522,194.00	1,534,183.63	100.79
	TOTAL EXPENDITURES	1,522,194.00	890,115.98	52.92
	NET OF REVENUES & EXPENDITURES	0.00	644,067.65	403.23
	TOTAL REVENUES - ALL FUNDS	18,648,620.00	19,395,118.30	104.00
	TOTAL EXPENDITURES - ALL FUNDS	18,648,620.00	14,164,069.47	73.33
	NET OF REVENUES & EXPENDITURES	0.00	5,231,048.83	784.35



Ordinances and Resolutions

DATE: 12/2/2024
TITLE: Resolution Authorizing Participation in an Amicus Brief in the Chang v. City of Milton Appeal
PRESENTED BY: Doug Parks
PRIORITY: Strategic Priority - Communication

AGENDA ITEM DESCRIPTION

The legal counsel for the city of Milton is seeking Dahlonega's support for their appeal of an extraordinary adverse ruling. The verdict regards liability incurred by the City for a stationary object (planter) not located in the road lanes.

HISTORY/PAST ACTION

None.

FINANCIAL IMPACT

No cost associated with Milton's request for us to support their appeal.

RECOMMENDATION

Approval.

SUGGESTED MOTIONS

Motion to approve.

ATTACHMENTS

Resolution of the City of Dahlonega, Georgia (the "CITY") Authorizing Participation in an Amicus Brief in the Chang v. City of Milton Appeal.

RESOLUTION OF THE CITY OF DAHLONEGA, GEORGIA (the “CITY”) AUTHORIZING PARTICIPATION IN AN AMICUS BRIEF IN THE CHANG V. CITY OF MILTON APPEAL

WHEREAS, there is presently pending before the Court of Appeals and/or Supreme Court of Georgia an appeal of a civil lawsuit that, at the trial court level, was referred to as Chang, et. al. v. City of Milton, State Court of Fulton County, Case No. 18EV004442;

WHEREAS, the case involves a claim of liability against the City of Milton for personal injuries due to a 2016 vehicle collision with a fixed obstruction (a masonry planter) located on City-owned right of way where the obstruction was outside the motoring lanes of travel;

WHEREAS, the masonry planter had been at the same location since 1992 and had never been the subject of a complaint or prior accident;

WHEREAS, at the trial court, the City of Milton was found to be partially at fault and a jury awarded money damages against the City of Milton of \$35,000,000;

WHEREAS, the Court of Appeals affirmed the findings of the trial court, City of Milton v. Chang, et. al., 2024 WL 4195584 (Chang appellate ruling);

WHEREAS, the Court of Appeals ruled that the “*planter...was a hazard for vehicles leaving the travel lanes*” and that its presence “*renders the use of these thoroughfares more hazardous;*”

WHEREAS, the CITY is concerned by the Court of Appeals decision finding that a municipality may be liable for fixed obstructions located outside the motoring lanes of travel where the obstruction had never been the subject of a prior collision or complaint;

WHEREAS, the CITY believes the Court of Appeals decision is inconsistent with existing legal precedent and should be overturned; and,

WHEREAS, the CITY believes the financial implications of the Court of Appeals decision could be devastating for Georgia municipalities.

NOW THEREFORE BE IT RESOLVED, that the CITY does hereby authorize participation in an amicus brief before the Georgia Supreme Court asking that the Chang appellate ruling be taken by the Supreme Court and reversed. An amicus brief so tendered may include the City’s name as a participating party.

This _____, day of _____, 2024.

Mayor

[SEAL]



City Council Agenda Memo

DATE: 11/12/2024
TITLE: Dahlonega Tours and More LLC - 2025 Cemetery Guided Tours Permit
PRESENTED BY: Assistant City Clerk, Sarah Waters
PRIORITY: Strategic Priority - Communication

AGENDA ITEM DESCRIPTION

The Dahlonega Walking Tours has applied for a Cemetery Visitation Permit under Chapter 10 – Article II City Cemeteries – Division 2 Mount Hope Cemetery and Memorial Park Cemetery – Sec. 10-118. Restricted hours of visitation (b).

The applicant is requesting to provide guided tours through the cemeteries between the hours of 8 and 10pm on Thursdays through Sunday's.

HISTORY/PAST ACTION

The Dahlonega Walking Tours have been operating since 2014.

FINANCIAL IMPACT

None

RECOMMENDATION

Up to the discretion of the Council

SUGGESTED MOTIONS

Motion to Deny

-or-

Motion to grant access to the Dahlonega Walking Tours for Mount Hope and Memorial Park Cemetery from 8 to 10 pm on Thursdays through Sunday's. The applicant must provide a copy of the insurance and comply with all other stipulations on the permit outside of the ones in this motion.

ATTACHMENTS



City Council Agenda Memo

DATE: 11/14/2024
TITLE: Alcohol License Renewals - 2025
PRESENTED BY: Sarah Waters, Assistant City Clerk
PRIORITY: Strategic Priority - Communication

AGENDA ITEM DESCRIPTION

Each year, the City of Dahlonega conducts a renewal process for businesses holding alcohol licenses. The 2025 renewals include applications for establishments with active licenses, requiring Council's review and approval.

HISTORY/PAST ACTION

Our annual renewal of alcoholic beverage licenses by class is underway. The city staff has reviewed the applications on the attached alcoholic beverage license renewal by class list for compliance.

FINANCIAL IMPACT

Collection of Alcoholic Beverage Excise Tax Revenue.

RECOMMENDATION

Review and approve each alcoholic beverage license listed on the alcoholic beverage license renewal by Class list for Consumption on Premise Class D, Liquor by the drink, Class E, Beer by the drink & Class F, Wine by the drink and Retail Package License = Class B, Beer, and Class C, Wine and Farm Winery Tasting Rooms.

SUGGESTED MOTIONS

Approve the alcoholic beverage licenses listed on the 2024 Alcoholic Beverage License Renewal by Class List

ATTACHMENTS

2025 Alcoholic Beverage License Renewal by Class List

Business Operating name	CLASSES	Application received	Payment received and processed	Beer	Wine	Liquor	Admin Fees
CONSUMPTION ON PREMISE ALCOHOLIC BEVERAGE LICENSE							
Alienated, LLC dba Gustavo's	Class D, Liquor by the drink, Class E, Beer by the drink & Class F, Wine by the drink.	X	10/30/2024	1200	1200	2400	150
Almater, LLC (Grapevines)	Class D, Liquor by the drink, Class E, Beer by the drink & Class F, Wine by the drink.	X	10/30/2024	1200	1200	2400	150
Aramark Educational Services, LLC (No State)	Class D, Liquor by the drink, Class E, Beer by the drink & Class F, Wine by the drink.	x	11/7/2024	1200	1200	2400	150
Dahlongea Hospitality Group LLC	Class D, Liquor by the drink, Class E, Beer by the drink & Class F, Wine by the drink.	X	10/31/2024	1200	1200	2400	150
El Jimador MexRest LLC Restaurant	Class D, Liquor by the drink, Class E, Beer by the drink & Class F, Wine by the drink.	X	10/22/2024	1200	1200	2400	150
FLORES (19 ° North)	Class D, Liquor by the drink, Class E, Beer by the drink & Class F, Wine by the drink.	X	10/29/2024	1200	1200	2400	150
Heyward Fields #239 Inc.American Legion	Class D, Liquor by the drink, Class E, Beer by the drink & Class F, Wine by the drink.	X	11/6/2024	1200	1200	2400	150
Herr Services at Achasta LLC	Class D, Liquor by the drink, Class E, Beer by the drink & Class F, Wine by the drink.	X	10/31/2024	1200	1200	2400	150
Holly Theatre Community Center, Inc	Class E, Beer by the drink & Class F, Wine by the drink.	X	10/29/2024	1200	1200		150
KG Restaurants Inc	Class D, Liquor by the drink, Class E, Beer by the drink & Class F, Wine by the drink.	X	9/25/2024	1200	1200	2400	150
Georgia 7 Pie	Class D, Liquor by the drink, Class E, Beer by the drink & Class F, Wine by the drink.	X	11/6/2024	1200	1200	2400	150
Nighthawk Tavern	Class D, Liquor by the drink, Class E, Beer by the drink & Class F, Wine by the drink.	X	10/31/2024	1200	1200	2400	150
Pueblos, Inc	Class D, Liquor by the drink, Class E, Beer by the drink & Class F, Wine by the drink.	X	10/30/2024	1200	1200	2400	150
Shenanigans Irish Pub of Dahlongea	Class D, Liquor by the drink, Class E, Beer by the drink & Class F, Wine by the drink.	X	10/25/2024	1200	1200	2400	150
The Bourbon Street Grille Inc	Class D, Liquor by the drink, Class E, Beer by the drink & Class F, Wine by the drink.	X	10/25/2024	1200	1200	2400	150
The Smith House Management Company	Class E, Beer by the drink & Class F, Wine by the drink.	X	10/24/2024	1200	1200		150
Walker Spirits, Inc	Class D, Liquor by the drink, Class E, Beer by the drink & Class F, Wine by the drink.	X	10/29/2024	1200	1200	2400	150
TOTAL				27000	24600	36000	2550
RETAIL PACKAGE STORE ALCOHOLIC BEVERAGE LICENSE							
Golden Pantry Food Store Inc	Class B, Beer, and Class C, Wine.	X	11/4/2024	1200	1200	0	50
Texaco Food Mart Souhail Z Mart Inc	Class B, Beer, and Class C, Wine.	X	10/22/2024	1200	1200	0	50
Walgreens Co	Class B, Beer, and Class C, Wine.	X	10/22/2024	1800	1800	0	50
WALMART Stores East, LP Attn: Nayoung Toney, Licensing Analyst	Class B, Beer, and Class C, Wine.	X	10/9/2024	1800	1800	0	50
TOTAL				6000	6000	0	200
DISTILLED PACKAGE STORE ALCOHOLIC BEVERAGE LICENSE							
Gold Rush Spirits	Distilled spirits package license /Retail package dealer (malt Beverage & wine)	X	10/23/2024	1200	1200	5000	50
TOTAL				1200	1200	5000	50
Deadline for application 12/31/2024							
Engelheim Vinyards Farm Winery	Farm Winery	X	10/31/2024		150		50
Living Water Winery	Farm Winery	X	10/31/2024		150		50
Tayco Ventures LLC	Farm Winery	X	10/31/2024		1350		50
Four Country Vineyards	Farm Winery	X	10/31/2024		1000		50
DAHLONGEA TOURS AND MORE LLC	Farm Winery	X	11/4/2024		1200		50
Kaya Vinyard/Red Wine and Blue Vinyards	Farm Winery	X	10/30/2024		150		50
TOTAL					4000		300
TOTAL PAYMENT NEW AND RENEWALS 2024-2025				34200	35800	41000	3100
TOTAL							114100



City Council Agenda Memo

DATE: 11/15/2024
TITLE: Elected Official Insurance Discussion
PRESENTED BY: Allison Martin, City Manager
PRIORITY: Strategic Priority - Communication

AGENDA ITEM DESCRIPTION

Elected Official Insurance Discussion

HISTORY/PAST ACTION

In preparing for this agenda item, staff worked with our insurance broker, GMA, and researched rules and regulations regarding elected official compensation. Staff also researched how other jurisdictions handle insurance of elected officials. On October 2, 2023, the City Council approved the 2024 Health Insurance renewal package which changed the city's plan to offer health insurance to the elected officials of the city with the elected official bearing the full cost of insurance. The city does not offer health insurance to part time employees. This provision carries forward on each renewal until the plan is amended. Should the council wish to change the amount of contribution paid by the elected official for insurance, that is a local decision that will be communicated to only our insurance broker. The amount of the contribution is attached to this document for reference.

FINANCIAL IMPACT

The cost of elected official insurance is not included in the FY2025 budget.

RECOMMENDATION

n/a

SUGGESTED MOTIONS

n/a

ATTACHMENTS

Rate information

City of Dahlonega
 Insurance Costs by Class of Employee
 City currently pays 90% of employee coverage and 75% of dependent coverage

Base Plan
 POS 80/60 \$3,000

	Total Monthly Premium	Employee Deduction	City Portion	Annual City Cost
Employee	\$ 1,203.28	\$ 86.00	\$ 1,117.28	\$ 13,407.36
Employee + Spouse	\$ 2,405.52	\$ 301.02	\$ 2,104.50	\$ 25,254.00
Employee + Child(ren)	\$ 2,285.92	\$ 279.96	\$ 2,005.96	\$ 24,071.52
Employee + Family	\$ 3,606.72	\$ 516.30	\$ 3,090.42	\$ 37,085.04

Buy-Up Plan
 POS 80/60 \$1,500

	Total Monthly Premium	Employee Deduction	City Portion	Annual City Cost
Employee	\$ 1,275.04	\$ 142.16	\$ 1,132.88	\$ 13,594.56
Employee + Spouse	\$ 2,549.04	\$ 413.34	\$ 2,135.70	\$ 25,628.40
Employee + Child(ren)	\$ 2,423.20	\$ 387.08	\$ 2,036.12	\$ 24,433.44
Employee + Family	\$ 3,823.04	\$ 684.78	\$ 3,138.26	\$ 37,659.12

Full cost of insurance per plan

Base Plan
 POS 80/60 \$3,000

	Total Monthly Premium	Annual Cost
Employee	\$ 1,203.28	\$ 14,439.36
Employee + Spouse	\$ 2,405.52	\$ 28,866.24
Employee + Child(ren)	\$ 2,285.92	\$ 27,431.04
Employee + Family	\$ 3,606.72	\$ 43,280.64

Buy-Up Plan
 POS 80/60 \$1,500

	Total Monthly Premium	Annual Cost
Employee	\$ 1,275.04	\$ 15,300.48
Employee + Spouse	\$ 2,549.04	\$ 30,588.48
Employee + Child(ren)	\$ 2,423.20	\$ 29,078.40
Employee + Family	\$ 3,823.04	\$ 45,876.48

FOR GMEBS USE ONLY
DECLARATION EFFECTIVE DATE
01/01/2024

**GMEBS LIFE & HEALTH PROGRAM
EMPLOYER DECLARATION & APPLICATION
EMPLOYEE HEALTH, DENTAL & VISION BENEFITS
DAHLONEGA**

NOTE TO EMPLOYER: THIS FORM DESIGNATES GMEBS HEALTH AND DENTAL BENEFITS THAT YOU REQUEST BE MADE AVAILABLE, THE POSITIONS THAT ARE ELIGIBLE FOR SUCH BENEFITS, AND THE EXTENT THE BENEFITS ARE AVAILABLE TO DEPENDENTS. TO BECOME EFFECTIVE, THIS DECLARATION MUST BE APPROVED BY YOUR GOVERNING AUTHORITY, AND BY THE GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR. UPON SUCH APPROVAL, THIS DECLARATION WILL REPLACE AND SUPERSEDE ANY PRIOR EMPLOYER DECLARATION ON FILE WITH THE GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR. IF YOU WISH TO OFFER HEALTH / DENTAL COVERAGE FOR RETIREES, YOU MUST APPROVE A SEPARATE RETIREE DECLARATION.

ELECTIONS MADE IN THIS DOCUMENT MAY OR MAY NOT RESULT IN PENALTIES IF YOU ARE AN APPLICABLE LARGE EMPLOYER (“ALE”) UNDER THE AFFORDABLE CARE ACT (“ACA”). IT IS YOUR RESPONSIBILITY TO CONSULT WITH YOUR ATTORNEY ABOUT WHETHER YOU ARE AN APPLICABLE LARGE EMPLOYER AND THE CONSEQUENCES OF YOUR ELECTIONS. REGARDLESS OF YOUR SIZE, BY EXECUTING THIS DECLARATION, YOU CERTIFY THAT YOU WILL NOT IMPOSE ELIGIBILITY CONDITIONS THAT ARE NOT SET FORTH IN THIS DOCUMENT, OR IMPOSE A LONGER WAITING PERIOD THAN IS SET FORTH IN THIS DOCUMENT. EFFECTIVE JANUARY 1, 2015, IF YOU ARE AN APPLICABLE LARGE EMPLOYER, YOU MAY INCUR ACA PENALTIES IF: 1) YOU DO NOT IDENTIFY ALL “FULL TIME EMPLOYEES” AS DEFINED BY THE ACA AND OFFER THEM HEALTH COVERAGE; 2) YOU DO NOT OFFER HEALTH COVERAGE TO DEPENDENT CHILDREN; OR 3) YOU DO NOT SUBSIDIZE HEALTH COVERAGE ENOUGH TO MAKE THE COST OF EMPLOYEE-ONLY HEALTH COVERAGE AFFORDABLE (AS DEFINED BY THE ACA).

SECTION 1. ELIGIBLE POSITIONS; TYPE OF BENEFITS REQUESTED

1A. Regular Employees– The Employer requests the following benefits for all Regular Employees (as defined below).

Regular Employees: A Regular Employee who resides in the United States, and is employed in a salaried or hourly rated position that requires 30 Hours of Service per week or more and is expected to last at least 48 weeks. An Hour of Service is an hour for which an employee is paid, or is entitled to payment, for the performance of duties for the employer, and each hour for which an employee is paid, or entitled to payment, due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

Health Dental Vision

1B. Elected or Appointed Members of the Governing Authority – The Employer requests the following benefits for all active elected or appointed members of the Employer’s Governing Authority. This would include the Chief Legal Officer, Associate Legal Officer and Municipal Judges unless identified as being excluded by Employer below.

Health Dental Vision

Exclude from Benefits: (EMPLOYER FILL IN BOX WITH "X")

Chief Legal Officer Associate Legal Officer Municipal Judges

1C. [For ALE’s only - Participating Employers that are ALE’s may determine that certain workers who do not meet the definition of a Regular Employee above are “ACA Full-Time Employees.” For example, an Employer might determine that a newly hired employee in a nine-month position that requires 30 Hours of Service per week is an ACA Full-Time Employee. For coverage in calendar years 2015 and later, Participating Employers that are ALE’s may offer the coverage elected in 1A to anyone it determines to be an ACA Full-Time Employee.]

SECTION 2. EMPLOYEE ELIGIBILITY WAITING PERIOD

Individuals who are hired or take office into an Eligible position after the Employer’s effective date of group health/dental coverage are eligible to enroll for such coverage on the first day of the calendar month following or coinciding with the date that they complete the following number of days of continuous, active service in an Eligible position.

0 30 45 60

Those rehired into an Eligible position are not subject to a waiting period unless rehired after 13 consecutive weeks without an Hour of Service.

[For ALE’s only - The waiting period elected above applies for any newly hired workers the Employer identifies as being “ACA Full-Time Employees” pursuant to Section 1.C. If the Employer determines a worker to be an ACA Full-Time Employee based on Hours of Service during an initial measurement period, the waiting period: 1) starts at the end of the initial measurement period, and 2) must be shortened as needed for coverage to be effective no later than 13 months from the date of hire (or the first day of the following month if the worker did not start on the first day of the month.)]

Note: The Employer’s waiting period must be the same for all GMEBS Life & Health Program coverages offered by the Employer (i.e., health, dental, life, short term disability, etc.) There will be no exceptions to waiting period unless Employer submits documentation waiving the stated waiting period.

SECTION 3. EMPLOYER HEALTH PLAN ELECTION

If the “Health” box for any Employee position in Section 1A or 1B above is checked, the boxes checked below indicate the Health Plan option(s) and deductibles requested and coverage for dependents:

	Plan Name/Deductible	Employee	Employee + Spouse	Employee + Child	Family
x	POS 80/60 1500	x	x	x	x
x	POS 80/60 3000	x	x	x	x

SECTION 4. EMPLOYER DENTAL PLAN ELECTION If the “Dental” box for any Employee position in Section 1A or 1B above is checked, the box checked below indicates whether coverage is requested for eligible dependents.

Employee Only Employee + Dependents (spouse and children)

SECTION 5. EMPLOYER VISION PLAN ELECTION

If the “Vision” box for any Employee position in Section 1A or 1B above is checked, the boxes checked below indicates whether coverage is requested for eligible dependents:

	Employee	Employee + Spouse	Employee + Child	Family

SECTION 6. EMPLOYER REPRESENTATIVE – Please list by title or position the person designated by the Employer to represent the Employer in all communications with GMEBS and the Program Administrator concerning the GMEBS Life & Health Program: Tammy Bruce

The Employer may identify in writing to the Program Administrator an additional agent or authorized representative (such as an insurance broker) as being authorized to receive communications, including enrollment information for billing purposes.

SECTION 7. EMPLOYER ADOPTION - The Employer acknowledges that this Employer Declaration and Application will not become effective unless and until it is approved by the GMEBS Life & Health Program Administrator, and that upon such approval this Employer Declaration and Application will replace and supersede any prior Employer Declaration and Application concerning health and dental coverage for employees that is on file with the GMEBS Life & Health Program Administrator. The Employer further acknowledges that GMEBS’ approval of this Employer Declaration and Application is contingent upon the Employer having adopted the GMEBS Life and Health Program Participation Agreement, as amended. If the Employer has elected Vision Coverage, the Employer also agrees to the following Vision Participation Agreement required by Anthem, the insurer of the Vision Coverage:

- By electing Vision Coverage, Employer is electing to participate in the Master Policy for Anthem Vision Coverage held by GMEBS (the Policyholder.)
- The eligibility and waiting period provisions elected above are incorporated by reference in this Vision Participation Agreement.
- Employer shall fulfill the obligations of the "group" or the "employer" set forth in the Vision Coverage Certificate.
- The Employer affirms that it will not offer any other vision coverage while offering Vision Coverage through GMEBS.
- If the Employer engages in fraudulent conduct or misrepresentations when requesting or offering Vision Coverage, Anthem has the right to rescind, cancel or terminate the Employer's participation in the Anthem Vision Coverage effective on the date of the fraudulent conduct or misrepresentation, regardless of the date of Anthem's discovery of such conduct. The Employer shall be liable to Anthem for any and all payments made or losses or damages sustained by Anthem arising as a result of such conduct.
- In the event the Employer has failed to provide to Anthem's satisfaction, any information requested by Anthem, Anthem may terminate the Employer's participation in Vision Coverage upon thirty (30) days written notice.
- If the Employer fails to timely notify the Life & Health Program Administrator of an employee or dependent's loss of eligibility, and Anthem is unable to recover claim amounts paid to an ineligible individual, the Employer shall be liable to reimburse Anthem for all unrecovered claim amounts paid.
- Employer agrees not to impede any individual enrolled in Employer's Vision Coverage from performing his or her obligations under the Certificate of Coverage, and agrees to assist such individuals in performing their obligations.

Approved by the Mayor and Council/Commission of the City of **DAHLONEGA**, Georgia this 2nd day of October, 2023.

Attest:

CITY OF Dahlonega, GEORGIA

DocuSigned by:
Mary Csukas

DocuSigned by:
JoAnne Taylor

Signature of City Clerk

Signature of Mayor

Mary Csukas

Mayor JoAnne Taylor

Print Name of City Clerk
(SEAL)

Print Name of Mayor

The terms of the foregoing Employer Declaration and Application are approved by the GMEBS Life & Health Program Administrator this ____ day of _____, 20_____.
Subject to the applicable terms of the GMEBS Life and Health Program Participation Agreement and the Plan(s), the effective date of the coverages (or any change in coverage) as reflected in this Employer Declaration and Application will be the date shown under "Declaration Effective Date" on the first page of this form.

GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR

By: _____

Certificate Of Completion

Envelope Id: DD8B68073C914B44B17F3CB1E0BBCA5B	Status: Completed
Subject: Completed docusing for elected officials insurance	
Source Envelope: 25157BF5CE6440708C0155662AB56B60	
Document Pages: 4	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Mary Csukas
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	mcsukas@dahlongega.gov
	IP Address: 162.142.83.98

Record Tracking

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Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Tammy Bruce	COPIED	Sent: 10/19/2023 11:41:31 AM
tbruce@dahlongega.gov		Viewed: 10/20/2023 5:46:00 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Accepted: 8/1/2022 12:08:39 PM		
ID: 8229ff5a-88a7-4b42-96db-d271af1ff2cf		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/19/2023 11:41:31 AM
Certified Delivered	Security Checked	10/19/2023 11:41:31 AM
Signing Complete	Security Checked	10/19/2023 11:41:31 AM
Completed	Security Checked	10/19/2023 11:41:31 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Dahlonega (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Dahlongega:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mcsukas@dahlongega.gov

To advise City of Dahlongega of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mcsukas@dahlongega.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Dahlongega

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mcsukas@dahlongega.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Dahlongega

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mcsukas@dahlonga.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Dahlonga as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Dahlonga during the course of your relationship with City of Dahlonga.