



# CITY OF DAHLONEGA

## Council Work Session Agenda

November 18, 2024, 4:00 PM

Gary McCullough Council 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.

---

### OPEN MEETING

### APPROVAL OF AGENDA

### BOARD & COMMITTEES

1. Cemetery Committee--October 2024

Mark Buchanan, PW Director/City Engineer

DEPARTMENT REPORTS AVAILABLE AT: <https://dahlonega.gov/government/department-reports/>

2. Water & Wastewater Treatment Department Report October 2024

John Jarrard, Water/Wastewater Treatment Director

3. City of Dahlonega Police Department - October 2024.

George Albert, Chief of Police.

4. Public Works—October 2024

Mark Buchanan, PW Director/City Engineer

5. Finance and Administration Department – October 2024

Kimberly Stafford, Finance Manager

APPOINTMENT, PROCLAMATION & RECOGNITION : ( Vote at Council Meeting)

6. Tony Owens - Appointed as GMRC Private Sector Representative

Allison Martin, City Manager

### PRESENTATION

### ORDINANCES & RESOLUTIONS

7. FY 2024 Year-end Budget Amendment

Allison Martin, City Manager

8. FY 2025 Reappropriation Budget Amendment

Allison Martin, City Manager

### AGREEMENTS & CONTRACTS:

9. Public Works Radio Purchase

Mark Buchanan, City Engineer & Public Works Director  
Strategic Priority - Communication

[10.](#) Hazen and Sawyer Master Plan Update Draft Contract  
Allison Martin, City Manager

OTHER ITEMS:

[11.](#) Dahlongega Tours and More LLC - 2025 Cemetery Guided Tours Permit  
Assistant City Clerk, Sarah Waters

[12.](#) Alcohol License Renewals - 2025  
Sarah Waters, Assistant City Clerk  
Strategic Priority - Communication

[13.](#) Amendment to City Manager Contract  
Doug Parks, City Attorney

[14.](#) 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 Dahlongega 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, Dahlongega commits to Transparency and Honesty, Dedication and Responsibility, Preservation and Sustainability, Safety and Welfare ...for ALL!

---



## Department Report

Report Title: Cemetery Committee—October 2024  
Report Highlight: Upcoming Mt. Hope Cleanup on November 2, 2024  
Name and Title: Quataunda Armstrong, Dahlonega Cemetery Committee

Recently Completed:

- Conversations with multiple Greek organizations at UNG regarding upcoming volunteer opportunities.

Underway:

- Discussion of proposed Mount Hope shed to house equipment for volunteers. The City has made a commitment to provide the shed at a suitable location using in-house manpower.
- There are still discussions regarding a decorative barrier around Mt. Hope. City staff is looking into recent budget requests for potential funding for a first phase of an iron & brick (or stone) fence.

Near term:

- Continue to focus on improving Historical Cemetery Tourism at Mt Hope.
- November 2 Cleanup Dat at Mount Hope.

Photos from recent cleanup day...





# Department Report

Report Title: Finance and Administration Department – October 2024  
Report Highlight: Service Line Inventory Submitted Successfully to GA EPD.  
Name and Title: Kimberly Stafford, Finance Manager

## Recently Completed:

- We are completing the required letters for those who have an unknown or galvanized service line.
- FY24 audit work is underway. Auditors onsite December 2024.
- Zoning map ads were placed.
- CPL is on-site weekly and conducts meetings with developers and staff.
- Continued meetings with Lumpkin County Water Authority.

## Underway:

- Inventory module discovery for design and implementation.
- Internal audit of assets – 95% complete
- Administration of American Rescue Plan (ARP) grant
- Establish and set up the Employee Portal on new software; implement and train employees on benefits and use.
- Update employee evaluation forms and document procedures for employee review processes and performance development plans.
- Staff are updating forms for standardization.

## Near Term:

- Update financial policies.
- Update the purchasing policy to include a vendor preference provision.
- Develop and implement employee meetings to provide appropriate training and update HR forms;
- Review additional finance files in long-term storage to determine what should be destroyed per the retention schedule.
- Audit of Utility Billing address points against MSAG/E911/USPS data.



**MEMORANDUM**

To: Gina Kessler, GMRC Executive Assistant  
From: Johnne Taylor  
Re: Appointment for Lumpkin County's Private Sector Appointee

The County and its City(s) have agreed to appoint or reappoint TONY OWENS as our Private Sector Representative on the GMRC Council to serve from July 1, 2024 to June 30, 2025

Johnne Taylor  
County or City Official  
Mayor, City of Dalton, GA  
Position

Sarah Waters  
Attest  
06/03/2024  
Date

Please return to [gkessler@gmrc.ga.gov](mailto:gkessler@gmrc.ga.gov) no later than June 17<sup>th</sup>.



# 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:**  
 Dahunega GA City of  
 465 Riley Rd  
 Dahunega, GA 30533

**Ship To:**  
 Dahunega GA City of  
 465 Riley Rd  
 Dahunega, GA 30533

**Contact:** accountspayable@dahunega.gov  
**Contact #:**

**Contact:** accountspayable@dahunega.gov  
**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 2<sup>nd</sup> 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 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 Dahlonoga  
Accounts Payable  
465 Riley Road  
Dahlonoga, GA 30533  
[accountspayable@dahlonoga.gov](mailto:accountspayable@dahlonoga.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 45<sup>th</sup> 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.

DRAFT

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2024, in Dahlonega, Georgia.

**OWNER: CITY OF DAHLONEGA, GEORGIA**

By: \_\_\_\_\_

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

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

**WITNESS:** By: \_\_\_\_\_

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

**(SEAL)**

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

**CONSULTANT: Hazen and Sawyer, P.C.**

By: \_\_\_\_\_

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

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

**ATTEST:** By: \_\_\_\_\_

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

**(SEAL)**

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

**ATTACHMENT A**

---

**DETAILED SCOPE OF SERVICES**

**ATTACHMENT B**

---

**INSURANCE DOCUMENTS**



# 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 Dahlongega 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
<b>CONSUMPTION ON PREMISE ALCOHOLIC BEVERAGE LICENSE</b>							
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
<b>RETAIL PACKAGE STORE ALCOHOLIC BEVERAGE LICENSE</b>							
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
<b>DISTILLED PACKAGE STORE ALCOHOLIC BEVERAGE LICENSE</b>							
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
<b>Deadline for application 12/31/2024</b>							
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



# Ordinances and Resolutions

---

**DATE:** 11/18/2024  
**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**

TABLE OF CONTENTS

	<u>PAGE</u>
I. AN ORDINANCE.....	1
II. GMEBS DEFINED BENEFIT RETIREMENT PLAN	
ADOPTION AGREEMENT .....	2
1. ADMINISTRATOR .....	2
2. ADOPTING EMPLOYER.....	2
3. GOVERNING AUTHORITY .....	2
4. PLAN REPRESENTATIVE.....	2
5. PENSION COMMITTEE.....	3
6. TYPE OF ADOPTION .....	3
7. EFFECTIVE DATE.....	3
8. PLAN YEAR .....	5
9. CLASSES OF ELIGIBLE EMPLOYEES.....	5
A. Eligible Regular Employees .....	5
B. Elected or Appointed Members of the Governing Authority .....	5
10. ELIGIBILITY CONDITIONS.....	6
A. Hours Per Week (Regular Employees).....	6
B. Months Per Year (Regular Employees) .....	7
11. WAITING PERIOD.....	7
12. ESTABLISHING PARTICIPATION IN THE PLAN .....	8
13. CREDITED SERVICE .....	8
A. Credited Past Service with Adopting Employer .....	8
B. Prior Military Service .....	10
C. Prior Governmental Service.....	11
D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave).....	13
14. RETIREMENT ELIGIBILITY.....	14
A. Early Retirement Qualifications .....	14
B. Normal Retirement Qualifications.....	15
C. Alternative Normal Retirement Qualifications .....	17
D. Disability Benefit Qualifications .....	21
15. RETIREMENT BENEFIT COMPUTATION.....	21
A. Maximum Total Credited Service.....	21
B. Monthly Normal Retirement Benefit Amount.....	22
C. Monthly Early Retirement Benefit Amount .....	25
D. Monthly Late Retirement Benefit Amount (check one): .....	26
E. Monthly Disability Benefit Amount.....	26
F. Minimum/Maximum Benefit For Elected Officials .....	27
16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA.....	27

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) .....	27
B.	Cost Of Living Adjustment.....	29
17.	TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING .....	29
A.	Eligible Regular Employees .....	29
B.	Elected or Appointed Members of the Governing Authority .....	30
18.	PRE-RETIREMENT DEATH BENEFITS .....	31
A.	In-Service Death Benefit.....	31
B.	Terminated Vested Death Benefit.....	32
19.	EMPLOYEE CONTRIBUTIONS .....	33
20.	MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT .....	34
21.	TERMINATION OF THE ADOPTION AGREEMENT.....	34
22.	EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS .....	35

## **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):

<b>COMPLETED YEARS OF TOTAL CREDITED SERVICE</b>	<b>VESTED PERCENTAGE</b>
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 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
<b>01/01/2024</b>

**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**

Status: Original	Holder: Mary Csukas	Location: DocuSign
10/19/2023 11:40:11 AM	mcsukas@dahlongega.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Dahlongega	Location: DocuSign

<b>Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
----------------------	------------------	------------------

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
--------------------------------	------------------	------------------

<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
-------------------------------	---------------	------------------

<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
------------------------------	---------------	------------------

<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
-------------------------------------	---------------	------------------

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
----------------------------------	---------------	------------------

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
---------------------------	---------------	------------------

Tammy Bruce	<b>COPIED</b>	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)		
<b>Electronic Record and Signature Disclosure:</b>		
Accepted: 8/1/2022 12:08:39 PM		
ID: 8229ff5a-88a7-4b42-96db-d271af1ff2cf		

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
-----------------------	------------------	------------------

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
----------------------	------------------	------------------

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
--------------------------------	---------------	-------------------

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

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

**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](mailto: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](mailto: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](mailto: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](mailto: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.