

**CITY OF GRANTVILLE  
CITY COUNCIL MEETING AGENDA  
MONDAY, SEPTEMBER 27, 2021 at 6:30 P.M.  
Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street  
Grantville, Georgia 30220**

**Meeting will be available by Audio Conference Dial: 425-436-6364 Access Code: 336977#**

Call to Order

Invocation

Pledge of Allegiance

Citizen Comment Regarding Agenda Items

Approval of Agenda

Approval of Minutes

City Council Minutes August 23, 2021

City Council Special Called Meeting Minutes September 13, 2021

City Council Work Session Meeting Minutes September 13, 2021

**Announcement: GMA District 4 Fall Meeting at the Newnan Centre 1515 Lower Fayetteville Road, Newnan, Georgia on Wednesday, October 6, 2021 from 11:00 a.m. to 1 p.m.**

Discussion/Decision on approval of Trustwave proposal for \$19,892.16

Discussion/Decision History/Welcome Center Part-Time Director

Discussion/Decision on Film Permit Application – Till Productions LLC

Discussion/Decision Updated List of Roads/Radar List for GA DOT

Discussion/Decision on Resolution No. 2021-07 Budget Amendments

Second Reading: Ordinance No. 2021-07 an Ordinance to Amend and Restate the Retirement Plan for employees of the City of Grantville

Second Reading: Ordinance No. 2021-05 Annexation of Coweta County Tax Parcel # 055 2027 004 and Zoning to GI, General Industrial

Second Reading: Ordinance No. 2021-06 Annexation of Meriwether County Tax Parcel #001 013 and Zoning to GI, General Industrial

Citizen Comments

City Council and Staff Comments

Adjournment

**CITY OF GRANTVILLE  
CITY COUNCIL MEETING draft MINUTES  
MONDAY, AUGUST 23, 2021 at 6:30 P.M.  
Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street  
Grantville, Georgia 30220**

Meeting was available by Audio Conference Dial: 425-436-6364 Access Code: 336977#

**The meeting was called to order by Mayor Doug Jewell at 6:30 p.m. The Invocation was led by Mr. Rodney Mowery and all recited the Pledge of Allegiance.**

**Present: Mayor Doug Jewell, Councilmembers Ruby Hines, Mark King, Alan Wacaser and Jim Sells (present by Audio Conference); City Manager Al Grieshaber, City Attorney Mark Mitchell, Financial Analyst Stewart Mills and City Clerk Roberta Higgins.**

**Citizen Comment Regarding Agenda Items – Darrell Shields; Susan Story; Belinda Pearce; Don Pearce; Selma Coty**

**Approval of Agenda: Hines/Wacaser: 4-0**

- Approval of Minutes: City Council Work Session Minutes August 9, 2021; City Council Meeting Minutes July 26, 2021 Motion Approved Hines/King: 4-0**

Announcement: Special Called Meeting September 13, 2021 at 6:30 p.m. or thereafter

Agenda: First Reading Ordinance No. 2021-07 an Ordinance to Amend and Restate the Retirement Plan for the Employees of the City of Grantville

**PUBLIC HEARINGS**

Annexation of Coweta County Tax Parcel # 055 2027 004

**Opened at 6:39 p.m. Closed at 6:53 p.m. with those in favor and opposed allowed to speak.**

Annexation of Meriwether County Tax Parcel # 001 013

**Opened at 6:56 p.m. Closed at 7:10 p.m. with those in favor and opposed allowed to speak.**

Zoning/Rezoning Coweta County Tax Parcel # 055 2027 004 (if annexed into the city)

**Opened at 7:12 p.m. Closed at 7:29 p.m. with those in favor and opposed allowed to speak.**

Zoning/Rezoning Meriwether County Tax Parcel # 001 013 (if annexed into the city)

**Opened at 7:31 p.m. Closed at 7:43 p.m. with those in favor and opposed allowed to speak.**

2021-2041 City of Grantville Comprehensive Plan Update

**Opened 7:45 p.m. Paul Jarrell, Planner Three Rivers Regional Planning Commission announced the 30-day review period for the Draft Comprehensive Plan 2021-2041. Closed at 7:49 p.m. Draft Plan will be available for public inspection in the Clerk's Office or on the city website.**

Fiscal Year 2022 Budget and 2021 Annual Millage Rate for Assessment of Property Taxes

**Hearing opened at 7:55 p.m. City Manager presented a balanced budget to Council at the proposed Millage Rate of 5.228 mills. The Budget document will be available for public inspection in the Clerk's Office. No comments. Closed Hearing 7:55 p.m.**

Discussion/Decision on Hiring Part-Time Director for Grantville Visitors Center and History Center  
**Councilmember Hines made a motion to fill part-time position. Motion failed for lack of a second.**

Discussion/Decision on the Purchase of a New Server to upgrade the existing non-compliant server for the Police Department and Municipal Court **Motion to approve Sells/King: 4-0**

Discussion/Decision on the appointment of Billy Hand to fill the vacancy of Ledo (Penny) Wynn who resigned August 3, 2021. The appointment will be for a two-year term. **Motion to approve Wacaser/Sells: 4-0**

Discussion/Decision on Resolution No. 2021-06 Setting 2021 Annual Millage Rate for Assessment of Property Taxes **Councilmember Sells made a motion to set millage at rollback rate; motion died for lack of second. Motion by King/Wacaser to approve 2021 Millage Rate of 5.228 mil: 3-1 (Sells opposed)**

First Reading: Ordinance No. 2021-05 Annexation of Coweta County Tax Parcel # 055 2027 004 and Zoning to GI, General Industrial – **no action necessary**

First Reading: Ordinance No. 2021-06 Annexation of Meriwether County Tax Parcel #001 013 and Zoning to GI, General Industrial – **no action necessary**

Second Reading: Ordinance No. 2021-04 Adopting the Fiscal Year 2022 Budget  
**Motion Hines/Wacaser: 3-1 Sells opposed**

Discussion/Decision on Submittal of Applications for State Funding for Infrastructure Grants (requires a 100% match – dollar for dollar – to score highest)

1. Wastewater Treatment Plant
2. Water Line Replacement from Banks Street to Church Street
3. Storm Water Drainage Improvements on Lagrange Street
4. Storm Water Drainage Improvements at the Intersection of Griffin Street and West Broad Street
5. Aerators for the Wastewater Treatment Ponds
6. SCADA System for the Lift Stations and Colley Street LAS Facility Control System
7. Generators for the Lift Stations

**Motion to allow Grant Applications to be submitted for the above projects. Sells/Wacaser: 4-0**

Discussion of Quit Claim Deed to 25 Griffin Street  
**Councilmember Sells requested that Mayor Jewell sign the Quit Claim Deed. Mayor Jewell asked for the original bank statement.**

Discussion of Solid Waste Services – **no action taken.**

Citizen Comments: Robert Royce, Hill Top Circle

**Adjournment at 9:05 p.m. Hines/King**

**CITY OF GRANTVILLE CITY COUNCIL  
SPECIAL CALLED MEETING MINUTES  
MONDAY, SEPTEMBER 13, 2021 at 6:30 P.M.  
Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street  
Grantville, Georgia 30220**

Meeting was available by Audio Conference Dial: 425-436-6364 Access Code: 336977#

Call to Order at 6:30 p.m. by Mayor Jewell

The Invocation was led by Rodney Mowery and Mayor Jewell led the Pledge of Allegiance

Present: Mayor Jewell, Councilmembers Jim Sells, Ruby Hines, Mark King and Alan Wacaser. Also Present: City Manager Al Grieshaber, Jr, City Attorney Mark Mitchell and City Clerk Roberta Higgins

**SPECIAL CALLED MEETING:**

First Reading: Ordinance No. 2021-07 an Ordinance to Amend and Restate the Retirement Plan for the Employees of the City of Grantville

The City Manager reviewed the Ordinance and answered questions about the retirement plan. No action was required by Council at the time. The Second Reading of the Ordinance will be September 27, 2021

There being no further business, the Council unanimously adjourned at 6:40 p.m.

**CITY OF GRANTVILLE**  
**CITY COUNCIL WORK SESSION draft MEETING MINUTES**  
**MONDAY, SEPTEMBER 13, 2021 at 6:30 P.M.**  
**Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street**  
**Grantville, Georgia 30220**

Meeting was available by Audio Conference Dial: 425-436-6364 Access Code: 336977#

**The meeting was called to Order at 6:40 p.m. by Mayor Doug Jewell**

**Present: Mayor Jewell, Councilmembers Jim Sells, Ruby Hines, Mark King and Alan Wacaser**  
**Also Present: City Manager Al Grieshaber, Jr, City Attorney Mark Mitchell, and City Clerk Roberta Higgins**

**Citizen Comment Regarding Agenda Items - None**

**Approval of Agenda:** Councilmember Sells made a motion to Approve the amended Agenda to add Discussion/Decision on Trustwave proposal for a total of \$19,892.16 (3yr term) Sells/King: 4-0

**The following items were discussed by Mayor and Council:**

Discussion/Decision on Trustwave contract proposal for \$19,892.16

Discussion/Decision History/Welcome Center Part-Time Director

Discussion/Decision on Film Permit Application – Till Productions LLC

Discussion/Decision Annual Certification of List of Roads/Radar List for GDOT

Discussion/Decision on Resolution No. 2021-07 Budget Amendment (Exhibit A)

Second Reading: Ordinance No. 2021-05 Annexation of Coweta County Tax Parcel # 055 2027 004 and Zoning to GI, General Industrial – no action necessary. Second Reading September 27, 2021

Second Reading: Ordinance No. 2021-06 Annexation of Meriwether County Tax Parcel #001 013 and Zoning to GI, General Industrial – no action necessary. Second Reading September 27, 2021

Second Reading: Ordinance No. 2021-07 an Ordinance to Amend and Restate the Retirement Plan for the Employees of the City of Grantville – no action necessary. Second Reading September 27, 2021

**Citizen Comments: Jimmy Bass and Kristin Timoteo, Grantville Library and Mark Bynum, Colley Street**

**Meeting Adjourned at 7:36 p.m. Hines/King: 4-0**

## Al Grieshaber

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**From:** tjacobs@gacities.com  
**Sent:** Thursday, September 23, 2021 10:39 AM  
**To:** Al Grieshaber  
**Subject:** District 4 Fall Meeting Notice

Dear Al,

**Your District 4 Officers would like for you to join us for our GMA District 4 Fall meeting at The Newnan Centre 1515 Lower Fayetteville Road Newnan, Georgia 30265 on October 6, 2021 from 11am to 1pm.** In addition to enjoying a meal(slow roasted beef and all the fixings) from a local business, you will have the opportunity to watch a GMA update, participate in an interactive Equity & Inclusion experience and receive a report on the work of the Association's E&I Commission, hear the latest information on American Rescue Plan Act funding, discuss key city issues expected to be considered during the 2022 legislative session, and more. Please register on our website at [www.gacities.com](http://www.gacities.com) for this event so we can get a headcount and if you have any dietary restrictions, please email me your district representative separately at [tjacobs@gacities.com](mailto:tjacobs@gacities.com) before September 29 so we can accommodate you if possible.

If you need to contact me via phone call me at 404-295-6247 as well. Looking forward in seeing you at our Fall Meeting in Newnan.



## TRUSTWAVE QUOTE PROPOSAL

Customer	City of Grantville	Contact Name	Jenny Pryor
Proposal/Quote Number	Q-00138505	Phone	(562) 940-3804
Order Form Expiration	9/30/2021	Contact Email	jpryor@grantvillega.org
Sales Representative	Gabrielle Hazen	Address	123 Lagrange Street
Payment Terms	Net 30	City	Grantville
		State/Province	Georgia
		Country	United States
		Postal Code	90242

## SECURITY SOLUTIONS

Product Name	Quantity	Product Description	Start Date	End Date	Billing Terms	Selling Term
MSS-MSC-MCM	3	Managed Compliance Monitoring service offering - Compliance focused log-based reporting for daily review to meet PCI requirements	7/18/2021	7/17/2024	Bill Total up Front	36
MSS-MSC-MCM	42	Managed Compliance Monitoring service offering - Compliance focused log-based reporting for daily review to meet PCI requirements	7/18/2021	7/17/2024	Bill Total up Front	36
MSS-MSC-MCM	6	Managed Compliance Monitoring service offering - Compliance focused log-based reporting for daily review to meet PCI requirements	7/18/2021	7/17/2024	Bill Total up Front	36
MSS-MSC-MCM	1	Managed Compliance Monitoring service offering - Compliance focused log-based reporting for daily review to meet PCI requirements	7/18/2021	7/17/2024	Bill Total up Front	36
MSS-CONNECT-TS25	1	Trustwave Connect - Set-top appliance option	7/18/2021	7/17/2024	Bill Total up Front	36

Total Sales Order (USD)

19,892.16

As the industry leader, Trustwave is aggressively fighting cybercrime, protecting data and reducing our existing client's cyber risks on a daily basis. Thank you for your review and consideration of the above quoted items to help you do the same for your organization. Please call me should you have questions on the security solutions proposed for City of Grantville. I look forward to our conversation!



## Filming Permit Procedures

The City of Grantville welcomes the opportunity to work with your production. Whether you are interested in filming a small public service announcement or commercial, to series television, to feature and independent films--we will do our best to accommodate your needs.

In order to maintain the balance between the quality of life for the residents and supporting the film industry in the City of Grantville, the City requires the following procedures to be followed:

### I. Submittals Required by the City Manager

- A. Submit attached Submit application.
- B. Submit map showing layout of parking, sites and set-up.
  1. It is recommended to use the Coweta County Tax Map. This map shows streets and lots. It can be found at [www.cowetatax.com](http://www.cowetatax.com) by clicking on search records.
  2. Parking shall be in accordance with requirements below.
- C. Insurance certificate naming City of Grantville as also insured.

### II. Traffic Control

- A. A minimum of two off-duty officers are required to be on-location for the duration of the shoot. Each officer shall be compensated in accordance with the policies of the Grantville Police Department. Officers must be provided with radios and channels to contact crew.
- B. Traffic can be controlled by police or certified flaggers only.

### III. Parking of Necessary Vehicles

- A. Vehicles can be parked on one side of the street only.
- B. Vehicles cannot block mailboxes, driveways, roads, bike lanes or alleys.
- C. Vehicles shall point in the same direction as traffic flow.
- D. Vehicles cannot be parked within 30 feet of a stop sign or intersection.
- E. At all times, vehicles must be parked as to allow passage of emergency vehicles.
- F. All parking shall be shown on the map with this application.



#### IV. Street Closing

- A. All street closings must have approval of the Mayor and Council. This requires that the application is received 1 week prior to a scheduled meeting. The Mayor and Council meet on the second and fourth Mondays of each month.

#### V. Hours

- A. 7:00 AM to 12 Midnight for set up, shooting and breakdown.

#### VI. Use of Public Property

- A. Requires approval of the Mayor and Council.
- B. Request shall be submitted to the City Manager at least one week prior to the scheduled meeting. The Mayor and Council meet on the second and fourth Monday of each month.
- C. Insurance certificate naming the City of Grantville as also insured shall be required.
- D. The cost of the building shall be no less than \$500 and not exceed \$1000 per day. The final cost will be based on the scope of the use, duration and extent of displacement.
- E. Film Company shall supply their own power.

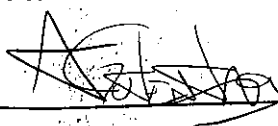
#### VII. Procedures if a Change of Plan Occurs

- A. Off-duty officers shall be notified of the proposed change. This notification shall include the scope of the change and the duration of the change.
- B. Off-duty officers shall notify the Chief of Police who assesses the proposed change in regards to public safety. The chief of police may require additional requirements to deal with proposed change. These include are not limited to: additional officers or relocating vehicles.
- C. If other issues arise the Chief of Police shall contact the City Manager for additional approval.

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I have read and am familiar with the procedures outlined above. I recognize that violation of these procedures can result in fines and/or the forfeiture of the filming permit.

Signature



Date

9/7/2021

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Key ALM - Till Productions

Title & Company



# Film Permit Application

P.O. Box 160  
123 Lagrange Street  
Grantville, GA 30220  
(770) 583-2289 Office  
(770) 583-2280 Fax  
www.grantvillega.org

Name of Company Till Productions

Address 315 Deshler St SW, Atlanta, Ga 30310

Primary Contact Aaron Gutentag

Date of Filming 9/28 10/5/2021 Size of Cast & Crew 150

Begin Set Up (time) 9/24 (7a - 7p) - 10/3 (7a - 7p)

Filming (time) 10/5 (7a - 7p)

Break Down (time) 10/6 - 10/9 (7a - 7p) 10/8 Friday

On-site Contacts: Location Manager Aaron Gutentag Phone 614 582 4322

Transportation Manager: Oranz Walker Phone 678 - 478 - 7101

Request for Street Closings: Yes  No  (If yes, list names of streets/locations on separate sheet)

Request for Public Facilities: Yes  No  (If yes, name facilities on a separate sheet)

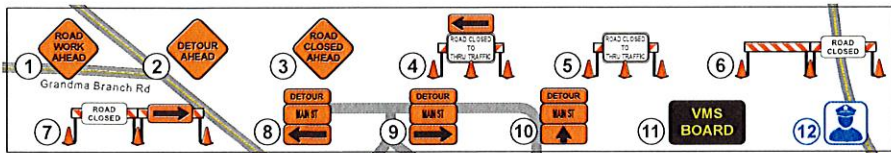
Attachments: Included Processing Map Updated Yes Streets/ Locations  
Processing Insurance Certificate N/A Facilities  
Yes Signed Procedure Sheet

### For Office Use Only:

Approved  Denied  Public Building Requested  Street Closing Requested

City Manager Review  Comments \_\_\_\_\_

Police Chief Review  Comments \_\_\_\_\_



 Southeastern Traffic Supply, LLC  
 1500 Veterans Memorial Hwy SE  
 Mableton, GA 30126  
 404.989.2441  
 Date: 9/14/21 Draft: 1  
 Design: Walter W. Thompson (c) 706.254.1919  
 Project: T11F  
 Customer: Till Productions, LLC

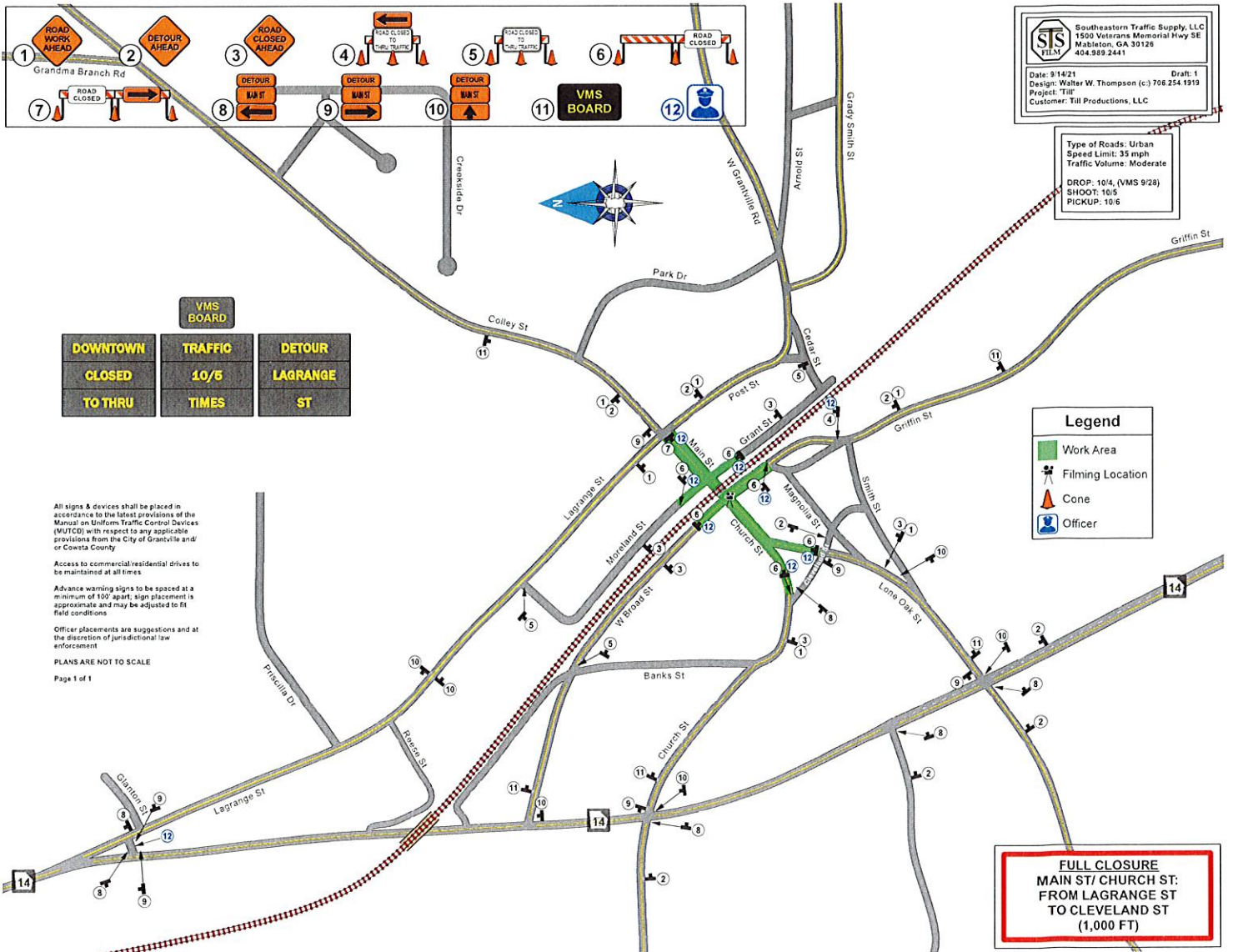
Type of Roads: Urban  
 Speed Limit: 35 mph  
 Traffic Volume: Moderate  
 DROP: 10/4 (VMS 9/28)  
 SHOOT: 10/5  
 PICKUP: 10/6

VMS BOARD		
DOWNTOWN	TRAFFIC	DETOUR
CLOSED	10/5	LAGRANGE
TO THRU	TIMES	ST

**Legend**

- Work Area
- Filming Location
- Cone
- Officer

All signs & devices shall be placed in accordance to the latest provisions of the Manual on Uniform Traffic Control Devices (MUTCD) with respect to any applicable provisions from the City of Granville and/or Coweta County.  
 Access to commercial/residential drives to be maintained at all times.  
 Advance warning signs to be spaced at a minimum of 100' apart; sign placement is approximate and may be adjusted to fit field conditions.  
 Officer placements are suggestions and at the discretion of jurisdictional law enforcement.  
**PLANS ARE NOT TO SCALE**  
 Page 1 of 1



**FULL CLOSURE**  
**MAIN ST/ CHURCH ST:**  
**FROM LAGRANGE ST**  
**TO CLEVELAND ST**  
**(1,000 FT)**

**CITY OF GRANTVILLE  
APPLICATION FOR SPECIAL EVENT PERMIT**

(Please Print or Type All Information)

Revised April 2021

Return completed application and other required forms and information to: City of Grantville, P.O. Box 160, 123 LaGrange Street, Grantville, Georgia 30220. For assistance or information please call 770.583.2289.  
**REFER TO THE SPECIAL EVENTS ORDINANCE FOR SPECIFIC REGULATIONS**

<b>Name of Event:</b>	Till Productions	
<b>Type and Purpose of Event (Check all that apply):</b>		
<input type="checkbox"/> Festival	<input type="checkbox"/> Rally/Demonstration	<input type="checkbox"/> Race/Walkathon
<input type="checkbox"/> Concert/Street Dance	<input type="checkbox"/> Sale/Auction	<input type="checkbox"/> Fireworks
<input type="checkbox"/> Parade/March	<input type="checkbox"/> Sidewalk Exhibit	<input checked="" type="checkbox"/> Other (specify)
<b>Purpose/Description of Event (attach additional sheets if needed):</b>		
Feature Film		
<b>Name of Director/Sponsor ("Producer"):</b>		
Aaron Gutentag - Key ALM		
<b>Complete Address:</b> 315 Deshler St SW, Atlanta, Ga 30310		
<b>Telephone: (Work):</b> 6145824322 <b>(Home):</b>		
** Attach additional sheet(s) listing Contact information for ALL individuals and/or organizations sponsoring the event. . . include name, complete address, & phone numbers)		
<b>Date(s) and Time(s) of Event (including time for set up prior to, and clean up following, the event) :</b>		
Prep - 9/24 - 10/3 (7a - 7p) Shoot - 10/5 (7a - 7p); Strike - 10/6 - 10/9 (7a - 7p)		
<b>Location(s) of Event (be specific):</b>		
Filming on Main St from Post Rd to Lone Oak St & Church St		
<b>Peak Crowd Estimate:</b> 150 Crew Members		

\*\* Attach executed "Waiver and Indemnity Agreement"

\*\* Attach Map(s) and Plans showing the following:

1. A site plan showing the layout of the event area, showing the event production area in detail, and specifying the boundaries of the overall event assembly area, including portable toilets to be provided, and show the number of such toilets at each location.
2. Any street closings requested, which streets, who will guard the closed streets, dates and times of closing.
3. Two copies of a drawing with dimensions showing the proposed location of temporary activities, traffic patterns and curb cuts and compliance with Special Events Ordinance.
4. Any temporary outdoor structures proposed to be erected, describing them in detail.
5. Any signs or banners proposed to be erected, giving details.
6. Whether a parade is planned, the time, location and anticipated number of participants. (See "Grantville Parade Ordinance")
7. Any entertainment planned, giving details as to nature, time & place of such entertainment.

8. All street vendors to be involved, giving details, including specifically contracted or regularly licensed vendors.
9. How the applicant proposes to insure the cleanup of the area, including the following information:
  - a. The applicant shall provide detailed plans regarding the following:
    - i. The number, volume and location of containers within the event assembly area for the collection and disposal of solid waste generated by the proposed outdoor festival.
    - ii. The number, volume and location of containers within the event assembly area for the separate collection, removal and recovery of recyclable materials generated by the proposed outdoor festival.
  - b. For any special event required to provide private solid waste collection, the applicant shall provide the name and contact information of the private company contracted for the collection, removal and disposal of solid waste and recyclable materials from public event area.
10. An access plan for all internal emergency services for the festival, specifying how emergency vehicles will reach and leave the site.
11. A specific plan for internal security for the festival, specifying the number of off-duty law enforcement personnel and private security guards which the applicant plans to hire, what arrangements the applicant has made for hiring them, and details of the plan for payment. The internal security plan shall specify that the number of off-duty law enforcement personnel hired by the applicant shall be the same or more than the number of private security guards hired for such purpose. At the option of the applicant the security forces under the internal security plan may be comprised entirely of off-duty law enforcement officers. This section shall not preclude the use of "t-shirt" security in the event production area in addition to personnel mandated herein. "T-shirt" security may be in addition to but may not be in lieu of the required off-duty law enforcement personnel or private security personnel. In the hiring of off-duty law enforcement personnel, the applicant shall give priority to the City of Grantville law enforcement personnel.
12. The internal security plan must show that all off-duty law enforcement personnel to be used for internal security are POST-certified and have jurisdictional authority in the festival area, and that all private security personnel contracted for by the applicant are employed by companies licensed by the State of Georgia Board of Private Detective and Security Agencies. In addition, the internal security plan must list all persons who participated in creating the internal security plan and shall certify that no current city employees participated in creating the internal security plan.
13. Utility services such as electrical power or water will be required, specifying the amount and type, and stating the applicant's proposal, if any, for obtaining such services.
14. Any electrical wiring proposed to be installed, specifying installation details.
15. Whether the applicant intends to gate the festival and charge an admission fee, specifying the amount of the fee and details as how the applicant proposes to gate the festival.
16. A certification by applicant that a notice of intent to hold a special event has been sent by registered mail or by hand delivery to the City of Grantville. A copy of this notice without the attachments shall be attached to the application. If delivered by hand, a receipt must be obtained and attached.
17. The applicant shall be provided with a copy of all ordinances deemed applicable to the conduct of an outdoor festival at the time of receipt of application.

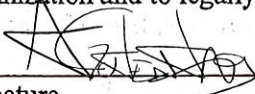
STATE OF GEORGIA  
COWETA COUNTY

**WAIVER AND INDEMNITY AGREEMENT**

In consideration of being permitted by the City of Grantville to host a Special Event or Parade (the "Event"), the undersigned hereby covenants and agrees that the City of Grantville, their officials, officers, employees, agents, members, representatives, volunteers or their respective insurers (collectively referred to hereafter as the "City of Grantville") shall not be liable for any loss, damage, injury or liability of any kind to any person or property caused by, arising from, or in any way related to, the Event, nor shall the City of Grantville be liable for any loss, damage or injury from any cause whatsoever to the property or person of the undersigned or any of its employees, agents, affiliates, representatives, invitees, licensees or other persons attending or affected in any way by the Event.

Notwithstanding anything to the contrary herein contained or irrespective of any insurance carried by the undersigned for the benefits of the above enumerated entities, the undersigned agrees to protect, indemnify, covenant not to sue and hold the City of Grantville harmless from and against any and all costs, expenses (including, without limitation, attorney's fees), damages, losses, actions, causes of actions, fees or liabilities of any nature arising out of or in any way related to the Event.

If executing this agreement on behalf of a business or organization of any kind, the undersigned affirms that he or she has the authority to sign on behalf of said business or organization and to legally bind said business or organization.

  
\_\_\_\_\_  
Signature

9/7/2021  
\_\_\_\_\_  
Date

Aaron Gutentag  
\_\_\_\_\_  
Print Name

Till Productions  
\_\_\_\_\_  
Business or Organization Name

Sworn to and subscribed  
Before me this 7 day of  
September 20 21.

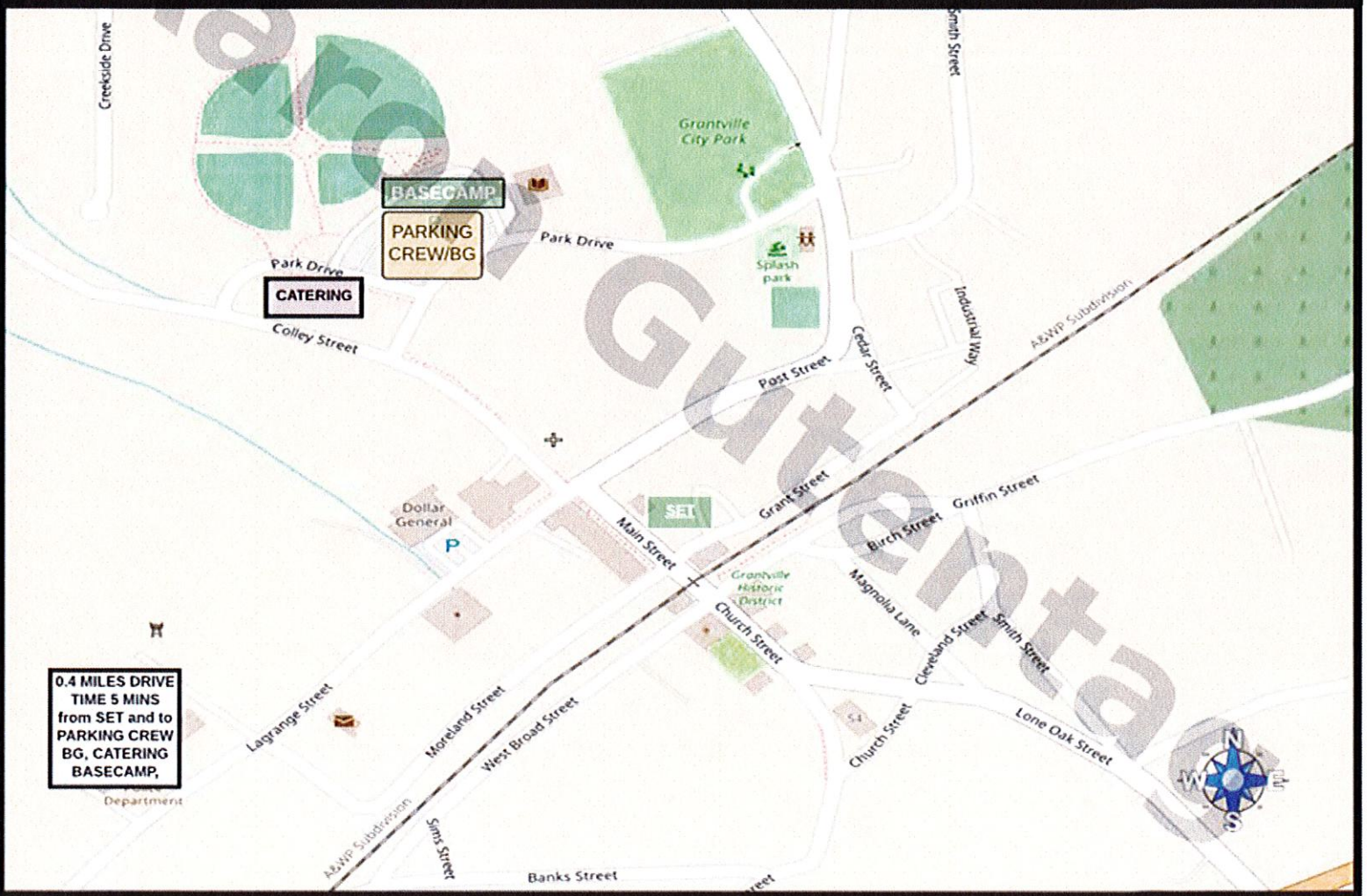
Key ALM  
\_\_\_\_\_  
Title and Position with Business or Organization

\_\_\_\_\_  
Notary Public, State of Georgia  
My Commission Expires:  
\_\_\_\_\_

TILL

## "EXT MOUND BAYOU"

SET/BASECAMP/CATERING/PARKING CREW BG  
23 Colley St, Grantville, GA 30220



TILL

**"EXT MOUND BAYOU"**

SET/ WORKING TRUCKS  
16 Main St, Grantville, GA 30220







Russell R. McMurry, P.E., Commissioner  
One Georgia Center  
600 West Peachtree NW  
Atlanta, GA 30308  
(404) 631-1990 Main Office

July 30, 2021

Cliff Schriefer  
Assistant Chief  
Grantville Police Department  
123 LaGrange Street  
Grantville, GA 30220

Re: List of Roads Document/Radar List for the City of Grantville

Assistant Chief Schriefer,

Attached is the updated List of Roads/radar list for the City of Grantville. Please have the proper officials sign the signature page and return all **original** pages to the *Georgia Department of Transportation, 115 Transportation Blvd., Thomaston, GA 30286, Attention: Jennifer Compton*. All previous lists and parts of lists in conflict with the attached list are hereby repealed.

Please note, the City of Grantville will be responsible for proper speed zone sign placement on non-state route roadways corresponding to this list as well as any advisory speed warning signs roadway conditions warrant. It is also the City of Grantville's responsibility to ensure that their respective radar permit is updated and references the attached list.

If you have any questions, please contact me at [jcompton@dot.ga.gov](mailto:jcompton@dot.ga.gov).

Sincerely,

A handwritten signature in black ink that reads 'Jennifer Compton'.

Jennifer Compton  
Traffic Specialist 2

cc: File Attachment

The City of Grantville is hereby requesting that the following roadways be approved for the use of speed detection devices:

**LIST OF ROADWAYS**  
For  
**THE CITY OF GRANTVILLE**  
In COWETA COUNTY

**ON-SYSTEM**

**ALL ON-SYSTEM ROUTES HAVE BEEN VERIFIED BY GEORGIA DEPARTMENT OF  
TRANSPORTATION**

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 14	GRANTVILLE	1700 feet north of Coweta Heard Road (South City Limits)	0.82	350 feet south of LaGrange Street	1.07	0.25	55
SR 14	GRANTVILLE	350 feet south of LaGrange Street	1.07	1000 feet south of Lone Oak Road	1.88	0.84	50
SR 14	GRANTVILLE	1000 feet south of Lone Oak Road	1.88	1000 feet north of Levi Bradbury Road (North City Limits)	4.44	2.56	55
SR 14 SCHOOL ZONE	GRANTVILLE <i>New Grantville Elementary</i> 7:30 to 8:30 AM 2:00 to 3:00 PM SCHOOL DAYS ONLY	50 feet north of Lone Oak Road	2.08	2770 feet north of Lone Oak Road	2.59	0.51	45
SR I-85	GRANTVILLE	0.67 miles south of State Route 14 (South City Limits)	34.05	0.47 miles south of Messiers Creek (North City Limits)	35.54	1.49	70

**\*SCHOOL ZONES ARE EFFECTIVE\***

**A.M.** from 30 minutes prior to commencement time to 30 minutes after commencement time

—  
**SCHOOL DAYS ONLY.**

**P.M.** from 30 minutes prior to dismissal time to 30 minutes after dismissal time —  
**SCHOOL DAYS ONLY.**

OFF-SYSTEM

**ALL OFF-SYSTEM ROUTES WILL NOT BE VERIFIED BY GEORGIA DEPARTMENT OF  
TRANSPORTATION**

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Allen Road	GRANTVILLE	Charlie Patterson Road	South City Limits	2.16	45
Bradbury Road	GRANTVILLE	Bexley Road	0.58 miles south of Bexley Road (South City Limits)	0.58	45
Bexley Road	GRANTVILLE	State Route 14	0.62 miles east of Bradbury (East City Limits)	0.62	45
Bohannon Road	GRANTVILLE	Colley Street	0.85 miles north of Colley Street (North City Limits)	0.85	45
Calico Loop	GRANTVILLE	State Route 14	State Route 14	0.90	25
Canterbury Drive	GRANTVILLE	State Route 14	Dead End	0.50	25
Charlie Patterson Road	GRANTVILLE	Griffin Street	Allen Road	0.52	35
Chelsea Lane	GRANTVILLE	Dead End	Ray Way	0.30	25
Church Road	GRANTVILLE	State Route 14	Lone Oak Street	0.30	25
Classic Road	GRANTVILLE	State Route 14	Lowery Road	0.35	25
Colley Street	GRANTVILLE	Main Street	0.25 miles south of Grandma Branch Road	0.45	25
Colley Street	GRANTVILLE	0.25 miles south of Grandma Branch Road	Grandma Branch Road	0.90	35
Grady Smith St.	GRANTVILLE	West Grantville Road	Oak Street	0.31	25
Grandma Branch Road	GRANTVILLE	Colley Street	0.79 miles west of Colley Street (West City Limits)	0.79	45
Griffin Street	GRANTVILLE	State Route 14	0.60 miles west of State Route 14	0.60	45
Griffin Street	GRANTVILLE	0.60 miles west of State Route 14	0.30 miles east of Main Street	0.60	35
Griffin Street	GRANTVILLE	0.30 miles east of Main Street	Main Street	0.30	25
Jenny Road	GRANTVILLE	Lowery Road	Dead End	0.40	25
LaGrange Street	GRANTVILLE	Main Street	State Route 14	0.90	25
Lone Oak Road	GRANTVILLE	State Route 14	0.90 miles east of State Route 14 (East City Limits)	0.90	30
Lone Oak Street	GRANTVILLE	State Route 14	Main Street	0.30	25
Lowery Road	GRANTVILLE	State Route 14	0.70 miles east of State Route 14 (East City Limits)	0.70	35
Meriwether Street.	GRANTVILLE	State Route 14	0.36 miles south of State Route 14 (South City Limits)	0.36	25
Roger Arnold Rd	GRANTVILLE	Charlie Patterson Road	0.25 mile east of Griffin St.	0.37	35
Roger Arnold Rd	GRANTVILLE	0.25 mile east of Griffin St.	Griffin Street	0.25	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
West Broad Street	GRANTVILLE	Main Street	State Route 14	0.50	25
West Grantville Road	GRANTVILLE	North City Limits	50 feet north of Arnold Street	0.75	35
West Grantville	GRANTVILLE	50 feet north of Arnold	Main Street	0.25	25

**\*SCHOOL ZONES ARE EFFECTIVE\***

A.M. from 30 minutes prior to commencement time to 30 minutes after commencement time

**SCHOOL DAYS ONLY.**

P.M. from 30 minutes prior to dismissal time to 30 minutes after dismissal time –  
**SCHOOL DAYS ONLY.**

The City of Grantville will be responsible for proper speed zone sign placement on non-state route roadways corresponding to this list as well as any advisory speed warning signs roadway conditions warrant.

ALL LISTS AND PARTS OF LISTS IN CONFLICT WITH THIS LIST ARE HEREBY REPEALED.

Signature of Governing Authority:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

Sworn and Subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**THE CITY OF GRANTVILLE, GEORGIA**

**RESOLUTION NO. 2021-07  
BEFORE THE CITY COUNCIL**

---

**A RESOLUTION TO AMEND THE FISCAL YEAR 2021  
BUDGET FOR THE CITY OF GRANTVILLE**

**WHEREAS**, Section 4.04(c) of the Charter of the City of Grantville provides that nothing... shall preclude the Council from amending its budget so as to adapt to changing governmental needs during the budget period; and

**WHEREAS**, Section 4.04(c)(i) provides that “Such amendments shall be adopted by ordinance or resolution,” and

**WHEREAS**, the Ordinance adopted by the City Council on August 24, 2020 adopting the Fiscal Year 2021 budget provides that “revisions to the Budget may be made by majority vote of the Mayor and City Council at any business meeting.”

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Grantville, Georgia, and it is hereby resolved as follows:

The Fiscal Year 2021 budget for the City of Grantville is amended as shown on Exhibit A incorporated herein as set forth verbatim.

**IT IS SO RESOLVED** this 27<sup>th</sup> day of September, 2021 by the City Council of the City of Grantville.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## **EXHIBIT A**

### **Fiscal Year 2021 Budget Amendments**

#### **GENERAL FUND (FUND 100):**

##### **Police (3210)**

Reduce Line Item 100-3210-542200 (Vehicles): \$120,000.  
Should be \$0 vice \$120,000.

##### **Police (3210)**

Add to Line Item 100-3210-522320 (Rental of Equipment & Vehicles): \$120,000  
Should be \$122,000 vice \$2,000.

##### **Parks & Rec (6120)**

Reduce Line Item 100-6120-531100 (Supplies): \$10,000.  
Should be \$5,000 vice \$15,000.

##### **Senior Center (5500)**

Add to Line Item 100-5500-531100 (Supplies): \$10,000.  
Should be \$21,000 vice \$11,000.

##### **Parks & Rec (6120)**

Reduce Line Item 100-6120-522200 (Repairs & Maintenance): \$5,000.  
Should be \$2,500 vice \$7,500.

##### **Finance (1510)**

Reduce Line Item 100-1510-521210 (Legal, Accounting & Audit): \$5,000.  
Should be \$15,000 vice \$20,000.

##### **Senior Center (5500)**

Add to Line Item 100-5500-531300 (Food): \$10,000.  
Should be \$76,000 vice \$66,000.

##### **Code Enforcement (3910)**

Reduce Line Item 100-3910-523850 (Contract Labor): \$5,000.  
Should be \$15,000 vice \$20,000.

##### **Planning & Zoning (7410)**

Add to Line Item 100-7410-521200 (Professional): \$5,000.  
Should be \$50,000 vice \$45,000.

**GEORGIA MUNICIPAL EMPLOYEES**  
**BENEFIT SYSTEM**

**DEFINED BENEFIT RETIREMENT PLAN**

**AN ORDINANCE 2021-07**  
**and**  
**ADOPTION AGREEMENT**  
**for**  
**City of Grantville**

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

**TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
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 .....	4
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).....	6
11. WAITING PERIOD.....	7
12. ESTABLISHING PARTICIPATION IN THE PLAN .....	7
13. CREDITED SERVICE .....	7
A. Credited Past Service with Adopting Employer .....	7
B. Prior Military Service .....	9
C. Prior Governmental Service.....	10
D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave).....	12
14. RETIREMENT ELIGIBILITY.....	13
A. Early Retirement Qualifications .....	13
B. Normal Retirement Qualifications.....	14
C. Alternative Normal Retirement Qualifications .....	16
D. Disability Benefit Qualifications .....	20
15. RETIREMENT BENEFIT COMPUTATION.....	20
A. Maximum Total Credited Service.....	20
B. Monthly Normal Retirement Benefit Amount .....	21
C. Monthly Early Retirement Benefit Amount .....	23
D. Monthly Late Retirement Benefit Amount (check one): .....	24
E. Monthly Disability Benefit Amount .....	24
F. Minimum/Maximum Benefit For Elected Officials .....	25
16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA.....	26



A.	Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Master Plan Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Master Plan Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement) .....	26
B.	Cost Of Living Adjustment.....	27
17.	TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING .....	28
A.	Eligible Regular Employees .....	28
B.	Elected or Appointed Members of the Governing Authority .....	28
18.	PRE-RETIREMENT DEATH BENEFITS .....	29
A.	In-Service Death Benefit.....	29
B.	Terminated Vested Death Benefit.....	30
19.	EMPLOYEE CONTRIBUTIONS .....	31
20.	MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT .....	32
21.	TERMINATION OF THE ADOPTION AGREEMENT .....	33
22.	EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS .....	33

## **I. AN ORDINANCE**

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

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

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

**Ordinance continued on page 36**

**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 Grantville, Georgia**

**3. GOVERNING AUTHORITY**

Name: **Mayor and Council**  
Address: **P.O. Box 160, Grantville, GA 30220-0160**  
Phone: **(770) 583-2289**  
Facsimile: **(770) 583-2280**

**4. PLAN REPRESENTATIVE**

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

Name: **City Manager**  
Address: **P.O. Box 160, Grantville, GA 30220-0160**  
Phone: **(770) 583-2289**  
Facsimile: **(770) 583-2280**

## 5. PENSION COMMITTEE

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

Position: **City Manager**  
Position: **City Clerk**  
Position: **Assistant City Clerk**

Pension Committee Secretary: **Assistant City Clerk**  
Address: **P.O. Box 160, Grantville, GA 30220-0160**  
Phone: **(770) 583-2289**  
Facsimile: **(770) 583-2280**

## 6. TYPE OF ADOPTION

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

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

## 7. EFFECTIVE DATE

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

2012 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting this Adoption Agreement, with its accompanying Master Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by PPA, HEART, WRERA, and the 2012 Cumulative List with the applicable effective dates.

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

The effective date of this Plan is **October 1, 2021**.

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

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

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

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

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

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

The Employer's first Adoption Agreement became effective \_\_\_\_\_ **(insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective \_\_\_\_\_ **(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 **October 1**.
- Other **(must specify month and day commencing)**: \_\_\_\_\_.

## 9. CLASSES OF ELIGIBLE EMPLOYEES

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

### A. Eligible Regular Employees

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

- ALL - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ALL REGULAR EMPLOYEES EXCEPT for the following employees (**must specify; specific positions are permissible; specific individuals may not be named**):  
\_\_\_\_\_.

### B. Elected or Appointed Members of the Governing Authority

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

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

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

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): \_\_\_\_\_.

#### (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: \_\_\_\_\_ (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 12 months per year (regularly scheduled)

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

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

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

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

## 11. WAITING PERIOD

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

## 12. ESTABLISHING PARTICIPATION IN THE PLAN

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

Classes for whom participation is optional (check one):

- None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Master Plan).
- Participation is optional for the following Eligible Employees (must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees): City Manager in such position on October 1, 2021.

## 13. CREDITED SERVICE

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

### A. Credited Past Service with Adopting Employer

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



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

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to \_\_\_\_\_ (**insert date**).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows (**must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

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

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

Other limitation(s) on Recognition of Credited Past Service (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

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

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

**B. Prior Military Service**

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

**(1) Credit for Prior Military Service.**

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

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

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

**(2) Maximum Credit for Prior Military Service.**

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

**(3) Rate of Accrual for Prior Military Service.**

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

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

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

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

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

**C. Prior Governmental Service**

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

**(1) Credit for Prior Governmental Service.**

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

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

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

**(2) Definition of Prior Governmental Service.**

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

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

**(3) Maximum Credit for Prior Governmental Service.**

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

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

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

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

**(5) Payment for Prior Governmental Service Credit.**

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

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

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

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

**(1) Credit for Unused Paid Time Off.**

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

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

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

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

**(2) Minimum Service Requirement.**

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

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

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

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

**(4) Maximum Credit for Unused Paid Time Off.**

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

**(5) Computation of Unused Paid Time Off.**

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

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

## 14. RETIREMENT ELIGIBILITY

### A. Early Retirement Qualifications

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

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

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

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

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

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

**B. Normal Retirement Qualifications**

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

**(1) Regular Employees**

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

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

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

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

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

- Attainment of age \_\_\_\_\_ (insert number)
- Completion of \_\_\_\_\_ years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one):  all Participants  only the following class(es)

of Participants (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

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

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

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

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

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

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

- Attainment of age \_\_\_\_\_ (insert number)
- Completion of \_\_\_\_\_ years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one):  all Participants  only the following class(es)



of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

**C. Alternative Normal Retirement Qualifications**

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

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

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

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

Attainment of age \_\_\_\_\_ (**insert number**)

Completion of \_\_\_\_\_ years (**insert number**) of Total Credited Service

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

This alternative normal retirement benefit is available to:

All Participants who qualify.

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

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

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

- (3)  **Rule of 85 (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 **55 (insert number)**
- Must not satisfy any minimum age requirement
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**):  all Participants  only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

This alternative normal retirement benefit is available to:

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

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

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

- (4)  **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if he has at least \_\_\_\_ years (**insert number**) of Total Credited Service, regardless of the Participant's age.
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions

concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**:  all Participants  only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

**D. Disability Benefit Qualifications**

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

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

- Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- No minimum.
- 5** 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.** 1% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

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

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

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

(3) **Final Average Earnings**

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

This definition of Final Average Earnings applies to:

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

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

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

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

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

This formula applies to:

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

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

**C. Monthly Early Retirement Benefit Amount**

**Check and complete one or more as applicable:**

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



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

**Alternative Early Retirement Reduction Table**

<b><u>Number of Years Before</u></b> <b><u>[Age (Insert Normal</u></b> <b><u>Retirement Age)]</u></b> <b>(check as applicable)</b>	<b><u>Percentage of</u></b> <b><u>Normal Retirement Benefit*</u></b> <b>(complete as applicable)</b>
<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.____
<input type="checkbox"/> 14	0.____
<input type="checkbox"/> 15	0.____

\*Interpolate for whole months

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

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

**E. Monthly Disability Benefit Amount**

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

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

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

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

**F. Minimum/Maximum Benefit For Elected Officials**

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

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

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

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

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

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

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

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

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

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

and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Master Plan, in accordance with Section 6.06(b)(2)(B)(i) of the Master Plan.

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

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

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

#### **B. Cost Of Living Adjustment**

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

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

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

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

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

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

**A. Eligible Regular Employees**

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

- No vesting schedule (immediate vesting).**
- Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of 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)): \_\_\_\_\_.

**B. Elected or Appointed Members of the Governing Authority**

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

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

## 18. PRE-RETIREMENT DEATH BENEFITS

### A. In-Service Death Benefit

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

- (1)  **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan. In order to be eligible for this benefit, a Participant must meet the following requirements (**check one**):
- The Participant must be vested in a normal retirement benefit.
  - The Participant must have \_\_\_\_\_ years (**insert number**) of Total Credited Service.
  - The Participant must be eligible for Early or Normal Retirement.
  - Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):** \_\_\_\_\_).
- (2)  **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions (**check one**):
- The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Master Plan.
  - The Participant must have \_\_\_\_\_ years (**insert number**) of Total Credited Service.

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

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

- Total Credited Service accrued prior to the date of the Participant's death.
- Total Credited Service accrued prior to the date of the Participant's death, plus (check one):  one-half (1/2)  \_\_\_\_\_ (insert other fraction) of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. (See Master Plan Section 8.02(b) regarding 10-year cap on additional Credited Service.)

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

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

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

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

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

**B. Terminated Vested Death Benefit**

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

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

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

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

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

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

## 19. EMPLOYEE CONTRIBUTIONS

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

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

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

(2) **Pre-Tax Treatment of Employee Contributions.** If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the



Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

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

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

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

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

## **20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT**

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

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

## 21. TERMINATION OF THE ADOPTION AGREEMENT

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

## 22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

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

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

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

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

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

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

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

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

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

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

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

**AN ORDINANCE (continued from page 1)**

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

**Section 3.** The effective date of this Ordinance shall be October 1, 2021.

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

Approved by the Mayor and Council of the City of Grantville, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Attest:

CITY OF GRANTVILLE, 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



RISK MANAGEMENT AND  
EMPLOYEE BENEFIT SERVICES  
BOARD OF TRUSTEES

August 26, 2021

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Kenneth L. Usry  
Mayor, Thomson

Clemontine Washington  
Mayor Pro Tem, Midway

Donna Whitener

Vince Williams  
Mayor, Union City

**TRANSMITTED VIA E-MAIL**  
[agrieshaber@grantvillega.org](mailto:agrieshaber@grantvillega.org)

Mr. Al Grieshaber  
City Manager  
City of Grantville  
P.O. Box 160  
Grantville, Georgia 30220

**RE: Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Plan for the City of Grantville**

Dear Mr. Grieshaber:

Per the City's request, attached is a draft Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan") Adoption Agreement for the City of Grantville. We are also attaching conformed copies of the GMEBS Master Defined Benefit Retirement Plan Document and Trust Agreement. This letter describes key provisions of the Plan. If you would like more information, please let me know.

The City Manager has been designated as the Plan Representative (see p. 2) and the Assistant City Clerk has been designated as the Pension Committee Secretary (see p. 3). The Pension Committee Secretary, in particular, is responsible for communicating salary and service information to GMEBS staff for the annual valuation, and for communicating with GMEBS and participants about pre-retirement beneficiary forms and retirement applications. The City Manager, City Clerk and Assistant City Clerk will serve on the Pension Committee (see p. 3)

Each regular employee who works in a position that is scheduled to work at least 30 hours per week, 12 months per year is required to participate in the Plan (see p. 5-6); however, participation is optional for the current City Manager. To participate in the Plan, the current City Manager will need to *opt into the Plan in writing within 120 days of the Plan taking effect* (see p. 7). If the current City Manager does not *opt into* the Plan in writing within 120 days after the Plan takes effect (i.e., within 120 days of October 1, 2021), he will not be allowed to participate in the Plan. Future city managers will be required to participate in the Plan unless they *opt out* of the Plan, in writing, within 120 days of being employed. Elected officials and municipal legal officers are not eligible to participate in the Plan (see p. 5).

Mr. Al Grieshaber  
August 26, 2021  
Page 2

Participants will qualify for a normal retirement benefit at age 65 with 5 years of service (see p. 14). Participants can qualify for early retirement benefits at age 55 with 10 years of service (see p. 13). If a participant elects early retirement, the participant's monthly retirement benefits will be reduced to account for retiring at an earlier age (see p. 23). In addition, the Plan provides for disability benefits as well as in-service death benefits and terminated vested death benefits (see pp. 20, 25, 29 and 31, respectively).

To receive a benefit at retirement, participants who terminate employment before age 65 are subject to a 5-year vesting requirement (see p. 28). Please note, the Master Plan permits service with other GMEBS employers to count toward vesting and benefit eligibility; however, the amount of any benefit payable from the City's Plan will be based solely on credited service with the City. Participants will not receive credit under the Plan for service with the City before the Plan's October 1, 2021 effective date (see p. 8).

A participant's monthly normal retirement benefit formula is 1/12 of 1% of final average earnings (i.e., the average of the 60 consecutive months of salary during which the employee's earnings were the highest, multiplied by 12) multiplied by years of credited under the Plan (see p. 21). The Adoption Agreement provides for a variable annual cost-of-living adjustment not to exceed 2 percent (see p. 27). This cost-of-living adjustment applies with respect to all participants and their beneficiaries in pay status.

If a participant returns to employment following retirement, the participant's retirement benefit will be suspended until the participant again terminates employment (see p. 26). Please notify GMEBS immediately if a retired participant returns to employment with the city.

Finally, the Adoption Agreement states that employee contributions are not required (see p. 31).

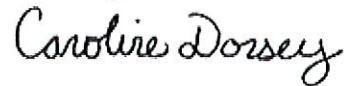
Please review the provisions explained in this letter as well as the attached Adoption Agreement. If the draft Adoption Agreement is incorrect, please let us know before the City approves it so that we can send you a revised draft. GMEBS will not sign an Adoption Agreement that has been edited by the City. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.**

If the draft Adoption Agreement is acceptable as drafted, please have the designated representatives sign and date where indicated (p. 36). Following execution please email a scanned copy of the entire document to Gina Gresham at [rgresham@gacities.com](mailto:rgresham@gacities.com). GMEBS will then execute the Adoption Agreement and return it to you.

Mr. Al Grieshaber  
August 26, 2021  
Page 3

Please feel free to contact me at (678) 686-6236 or [cdorsey@gacities.com](mailto:cdorsey@gacities.com) with any questions or comments.

Sincerely,

A handwritten signature in cursive script that reads "Caroline Dorsey".

Caroline Dorsey  
Associate General Counsel

Encl.

- C: Mr. Mark Mitchell, City Attorney, City of Grantville (w/ encl.)
- Ms. Marinetty Bienvenu, Director, Employee Benefit Services (w/o encl.)
- Ms. Michelle Warner, Director, Retirement Field Services and DC Program (w/o encl.)
- Ms. Gwin Hall, Senior Associate General Counsel (w/o encl.)



**ORDINANCE NO. 2021-05**

**AN ORDINANCE BY THE CITY OF GRANTVILLE, GEORGIA  
TO ANNEX PROPERTY INTO THE CORPORATE BOUNDARIES  
OF THE CITY PURSUANT TO CHAPTER 36 OF TITLE 36 OF THE OFFICIAL  
CODE OF GEORGIA ANNOTATED; TO PROVIDE AN EFFECTIVE DATE; TO  
ZONE SAID PROPERTY AND FOR OTHER PURPOSES**

WHEREAS the City Council of the City of Grantville ("City") has received a request by a landowner for the annexation of certain property belonging to that landowner into the corporate limits of the City; and

WHEREAS, the City has submitted this request to Coweta County for its review as required by law; and

WHEREAS, Coweta County raised no objection to the annexation; and

WHEREAS, the City Council finds that it is in furtherance of and in the best interest of the health, safety and welfare of the public to annex the property which is more particularly described as follows, to-wit:

**LEGAL DESCRIPTION**

**THAT TRACT OR PARCEL OF LAND LYING AND BEING LOCATED IN COWETA COUNTY, GEORGIA AND MERIWETHER COUNTY, GEORGIA AND BEING KNOWN AND DESIGNATED UPON THAT CERTAIN *PROPERTY SURVEY FOR JOHN HARDY JONES, ET AL* LOCATED IN LAND LOTS 6 & 27 OF THE 11<sup>th</sup> LAND DISTRICT ALSO LOCATED IN LAND LOTS 271 AND 272 OF THE 2<sup>nd</sup> LAND DISTRICT OF COWETA COUNTY, GEORGIA ALSO LOCATED IN LAND LOT 26 OF THE 11<sup>th</sup> LAND DISTRICT MERIWETHER COUNTY, GEORGIA PREPARED BY CONKLE-LANE & ASSOCIATES DATED OCTOBER 30, 2006, AS TRACT A, CONTAINING 476.97 ACRES.**

**A PORTION OF TRACT A LOCATED IN LAND LOT 27 OF THE 11<sup>th</sup> LAND DISTRICT IN COWETA COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE POINT IPF AT THE INTERSECTION OF LAND LOTS 6, 7, 26 AND 27 AND FROM SAID POINT OF BEGINNING PROCEED**

**THENCE:** in a southwesterly direction along the land lot line between land lot 26 and land lot 27 to a point IPF at the intersection of land lots 26, 27, 38 and 39;  
**THENCE** North 84 degrees 36 minutes 31 seconds West for a distance of 1737.21 feet to a point IPF;  
**THENCE** North 85 degrees 10 minutes 30 seconds West for a distance of 368.79 feet to a point IPF;  
**THENCE** North 84 degrees 38 minutes 13 seconds West for a distance of 135.17 feet to a point IPF;  
**THENCE** North 04 degrees 27 minutes 24 seconds East for a distance of 522.63 feet to a point IPF;  
**THENCE** North 85 degrees 33 minutes 50 seconds West for a distance of 778.63 feet to a point on a line;  
**THENCE** North 12 degrees 09 minutes 49 seconds East for a distance of 49.34 feet to a point ISF;  
**THENCE** South 85 degrees 35 minutes 05 seconds East for a distance of 268.44 feet to a point ISP;  
**THENCE** North 08 degrees 50 minutes 55 seconds East for a distance of 251.51 feet to a point ISP;  
**THENCE** South 79 degrees 09 minutes 18 seconds West for a distance of 50.00 feet to a point ISP;  
**THENCE** North 12 degrees 56 minutes 46 seconds East for a distance of 51.64 feet to a point ISF;  
**THENCE** North 80 degrees 54 minutes 11 seconds West for a distance of 53.66 feet to a point ISF;  
**THENCE** North 78 degrees 46 minutes 26 seconds West for a distance of 246.14 feet to a point ISP;  
**THENCE** North 13 degrees 50 minutes 28 seconds East for a distance of 334.55 feet to a point on a line;  
**THENCE** North 12 degrees 16 minutes 21 seconds East for a distance of 506.23 feet to a point on a line;  
**THENCE** North 12 degrees 04 minutes 09 seconds East for a distance of 555.97 feet to a point on a line;  
**THENCE** North 11 degrees 35 minutes 48 seconds East for a distance of 300.24 feet to a point on a line;  
**THENCE** North 10 degrees 48 minutes 27 seconds East for a distance of 402.53 feet to a point IPF;

**THENCE** run in a southeasterly direction along the land lot line between land lot 6 and land lot 27 to **THE POINT OF BEGINNING**.

Together with and subject to covenants, easements, and restrictions of record.

NOW THEREFORE, be it ordained by the City Council of the City of Grantville, Georgia and it is hereby ordained by authority of same that the above-described property

which is contiguous to the City of Grantville be annexed, incorporated into and made a part of the City of Grantville, Georgia. The zoning classification of said property shall be GI-General Industrial.

This ordinance shall become effective on September 27, 2021.

All ordinances and parts of ordinances in conflict with this ordinance are repealed.

First Reading: August 23, 2021

SO ORDAINED in lawfully assembled open session this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
Clerk

**ORDINANCE NO. 2021-06**

**AN ORDINANCE BY THE CITY OF GRANTVILLE, GEORGIA  
TO ANNEX PROPERTY INTO THE CORPORATE BOUNDARIES  
OF THE CITY PURSUANT TO CHAPTER 36 OF TITLE 36 OF THE OFFICIAL  
CODE OF GEORGIA ANNOTATED; TO PROVIDE AN EFFECTIVE DATE; TO  
ZONE SAID PROPERTY AND FOR OTHER PURPOSES**

WHEREAS the City Council of the City of Grantville ("City") has received a request by a landowner for the annexation of certain property belonging to that landowner into the corporate limits of the City; and

WHEREAS, the City has submitted this request to Meriwether County for its review as required by law; and

WHEREAS, Meriwether County raised no objection to the annexation; and

WHEREAS, the City Council finds that it is in furtherance of and in the best interest of the health, safety and welfare of the public to annex the property which is more particularly described as follows, to-wit:

**LEGAL DESCRIPTION**

**THAT TRACT OR PARCEL OF LAND LYING AND BEING LOCATED IN COWETA COUNTY, GEORGIA AND MERIWETHER COUNTY, GEORGIA AND BEING KNOWN AND DESIGNATED UPON THAT CERTAIN *PROPERTY SURVEY FOR JOHN HARDY JONES, ET AL* LOCATED IN LAND LOTS 6 & 27 OF THE 11<sup>th</sup> LAND DISTRICT ALSO LOCATED IN LAND LOTS 271 AND 272 OF THE 2<sup>nd</sup> LAND DISTRICT OF COWETA COUNTY, GEORGIA ALSO LOCATED IN LAND LOT 26 OF THE 11<sup>th</sup> LAND DISTRICT MERIWETHER COUNTY, GEORGIA PREPARED BY CONKLE-LANE & ASSOCIATES DATED OCTOBER 30, 2006, AS TRACT A, CONTAINING 476.97 ACRES.**

**A PORTION OF TRACT A LOCATED IN LAND LOT 26 OF THE 11<sup>th</sup> LAND DISTRICT IN MERIWETHER COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE POINT IPF AT THE INTERSECTION OF LAND LOTS 6, 7, 26 AND 27 AND FROM SAID POINT OF BEGINNING PROCEED**

**THENCE: South 86 degrees 07 minutes 3 seconds East for a distance of 1521.06 feet to a point IPF;**

**THENCE South 03 degrees 27 minutes 43 seconds West for a distance of 2900.70 feet to a point ISP;**

**THENCE North 87 degrees 08 minutes 18 seconds West for a distance of 1524.60 feet to a point IPF at the intersection of land lots 26, 27, 38 and 39;**

**THENCE run in a northeasterly direction along the land lot line between land lot 26 and land lot 27 to the point IPF, THE POINT OF BEGINNING.**

**Together with and subject to covenants, easements, and restrictions of record.**

NOW THEREFORE, be it ordained by the City Council of the City of Grantville, Georgia and it is hereby ordained by authority of same that the above-described property which is contiguous to the City of Grantville be annexed, incorporated into and made a part of the City of Grantville, Georgia. The zoning classification of said property shall be GI-General Industrial.

This ordinance shall become effective on September 27, 2021.

All ordinances and parts of ordinances in conflict with this ordinance are repealed.

First Reading: August 23, 2021

SO ORDAINED in lawfully assembled open session this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
Clerk