



City of Fairburn
56 Malone Street
Fairburn, GA 30213
December 9, 2019 @ 6:00 p.m.

WORKSHOP AGENDA

- | | | |
|-------|--|--|
| I. | Meeting Called to Order | The Honorable Elizabeth Carr-Hurst, Mayor |
| II. | Roll Call | Arika Birdsong-Miller, City Clerk |
| III. | Presentations | Mrs. Michelle Warner
Director, Retirement Field Services
and Defined Contribution Program
Georgia Municipal Association |
| IV. | Discussions | Councilmembers |
| V. | Review of Agenda Items for Council Session | Councilmembers |
| VIII. | Adjournment | Councilmembers |



City Hall
56 Malone Street
Fairburn, GA 30213
December 9, 2019 at 7:00 p.m.

Regular Agenda

The Honorable Mayor Elizabeth Carr-Hurst, Presiding

The Honorable Mayor Pro-Tem Linda J. Davis
The Honorable Pat Pallend
The Honorable Ulysses J. Smallwood

Mr. Randy Turner

The Honorable Alex Heath
The Honorable Hattie Portis-Jones
The Honorable James Whitmore

City Attorney

The Honorable Mayor Carr-Hurst

I. Meeting Called to Order:

II. Roll Call:

Arika Birdsong-Miller
City Clerk

III. Invocation:

Apostle Danita Jones
In His Great Name Ministries

IV. Pledge of Allegiance:

In Unison

V. Presentation:

None

VI. Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes; however, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further in the event, if more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the City Administrator for review. Responses will be provided at a later date.

VII. Adoption of the City Council Agenda:

Councilmembers

VIII. Adoption of Consent Agenda Items:

Councilmembers

IX. Adoption of City Council Minutes:
(November 25, 2019 Regular Meeting Minutes)

Councilmembers

X. Public Hearing:

None

XI. Agenda Items:

1. Office of the Mayor

Mayor Elizabeth Carr-Hurst

Appointment and Swearing In of Mr. Dennis Stroud as City Administrator for the City of Fairburn.

2. City Clerk

Mrs. Arika Birdsong-Miller

For Mayor and Council to approve cancellation of the Workshop and Council Meeting scheduled on December 23, 2019.

3. Fire Department

Chief Cornelius Robinson

For Mayor and Council to approve the sole source purchase of 2 Stryker LIFEPAK 15 monitor/defibrillators included in the Fire Department's FY 19-20 budget.

4. Human Resources

Mrs. Linda Johnson

For Mayor and Council to adopt the Georgia Municipal Employees Benefit System (GMEBS); Restated Master Defined Benefit Retirement Plan.

5. Finance Department

Ms. Angela Jackson

For Mayor and Council to approve the budget amendment in the amount of \$6,875 for the Police Department's "Shop with a Cop" program.

XII. Council Comments

Councilmembers

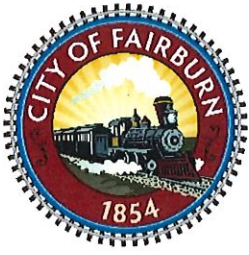
XIII. Executive Session

Attorney Randy Turner

XIV. Adjournment

Councilmembers

*When an Executive Session is required, one will be called for the following issues:
(1) Personnel (2) Real Estate or (3) Litigation.



City of Fairburn
Mayor and Council Meeting Minutes
November 25, 2019
7:00 p.m. @ City Hall

- I. The meeting was called to order at 7:00 p.m. by the Honorable Mayor Carr-Hurst.
- II. Roll Call was taken by City Clerk, Arika Birdsong-Miller with the following members present:

Mayor Elizabeth Carr-Hurst

The Honorable Mayor Pro-Tem Linda J. Davis
The Honorable Pat Pallend
The Honorable Ulysses J. Smallwood

The Honorable Alex Heath
The Honorable Hattie Portis-Jones
The Honorable James Whitmore

The attendance of Council constituted a quorum and the meeting proceeded.

- III. The invocation was led by Bishop Aaron B. Lackey, Sr. of Temple of Prayer Family Worship Cathedral UCOGIC.

- IV. The Pledge of Allegiance was recited in unison.

- V. Presentation: There was no presentation.

- VI. Public Comments:

1. Ms. Carole McKenzie, 385 Elder Street, would like to have a traffic light installed that would help slow traffic down on her street. There are 14 children that live in her neighborhood that play outside and Ms. McKenzie would also like to have a sign installed that notifies drivers that children play in the area.

Mayor Carr-Hurst stated that this issue will be referred to Chief Mathis and Lee Hauesler and a prompt response will be forth coming.

2. Ms. Jane Storey, Duckbill Court, thanked the Water Department for their assistance with repairing the sewer backup so promptly. Ms. Storey also thanked the Police Department for responding to her call about suspicious individuals in her neighborhood.
3. Ms. Debbie Mullis, 61 Strickland Street, thanked the Police Department for hosting a town hall meeting regarding the neighborhood watch and provided tips from law enforcement officials on how to be more proactive with neighborhood safety. Ms. Mullis would like to see more town hall meetings in the future.
4. Councilwoman Angelette Mealing, Councilwoman from the City of Union City, congratulated Mayor Elizabeth Carr-Hurst on her appointment as the Second Vice President for the Women in Municipal Government and Vice Chair of the Human Development Committee during the National League of Cities Summit.

- VII. Adoption of the Council Agenda. Mayor Carr-Hurst moved item #1 to item #10 for further discussion. Motion to approve the Council Agenda was made by Councilman Smallwood and the second was provided by Councilman Whitmore.

Vote: 6-0: Motion Carried.

- VIII. Adoption of Consent Agenda Items: Agenda Item #1, #2, #3, #4, and #5 were moved to the Consent Agenda. Motion to approve the Consent Agenda items was made by Councilman Smallwood and the second was provided by Councilman Whitmore.

Vote (6-0) Motion Carried.

The Consent Agenda Items were:

1. City Clerk

Mrs. Arika Birdsong-Miller

For Mayor and Council to accept the official certified results of the General Municipal Election that was held on November 5, 2019. The City of Fairburn's City Council Members elected for the 2020-2024 term are: Linda J. Davis, James Whitmore and Pat Pallend.

2. Property Management

Mr. Harvey Stokes

For Mayor and Council to approve the lease agreement between the City of Fairburn and Casablanca located at 7 East Broad Street, Fairburn, GA 30213. The owners of Casablanca are Ursula Hilley and Richard Hilley Jr. and the lease agreement is for 10-years beginning in January 2020 at the rate of \$1,578.75 per month.

3. Property Management

Mr. Harvey Stokes

For Mayor and Council to approve the lease agreement between the City of Fairburn and Brenau University located at 314 North-West Broad Street, Fairburn, GA 30213. Brenau University has occupied the facility since June 1, 2017, however Brenau University has never had an executed lease agreement with the City of Fairburn although they have abided by the terms and conditions, including on-time monthly rental payments. The lease will have an effective date of June 1, 2017 and is a 5-year agreement \$15,333.33 per month.

4. Engineering/Community Development

Mr. Lester Thompson

For Mayor and Council to approve condemnation of Parcel 9 & Parcel 10 (Herman Investments & Holdings, LLC) on the Howell Extension Project. Mr. Thompson explained to Council that there was a discrepancy in the two appraiser's valuation for what the property is worth, but the appraisal done by the City's appraiser was more than fair. Mr. Thompson stated this is the last procurement before the work can begin on the T-SPLOST Roadway Project designed to provide connectivity between Bohannon Road and SR74/Senoia Road. The City of Fairburn has \$720,000 in T-SPLOST funds allocated to the project for right-of-way acquisition.

- IX. Adoption of City Council Meeting Minutes from October 28, 2019 was presented and approved. Motion to approve the Council Meeting Minutes was made by Mayor Pro-Tem Davis and the second was provided by Councilman Smallwood.

Vote: 6-0: Motion Carried.

- X. Public Hearing: There was no public hearing.

XI. Agenda Items:

1. Planning and Zoning

Ms. Tarika Peeks

For Mayor and Council to approve Text-Amendment 20TA-001, Chapter 8- Alcoholic Beverages, Article VIII-Microbreweries and Brew Pub Ordinance. Ms. Peeks explained that currently the City of Fairburn does not have an ordinance to regulate microbreweries and brew pubs. The proposed Microbreweries and Brew Pub Ordinance will regulate the manufacturing, sale, distribution, hours of operation, sanitary conditions and locations of microbreweries and brew pubs in the City of Fairburn. Motion to approve Text Amendment 20TA-001, Chapter 8- Alcoholic Beverages, Article VIII- Microbreweries and Brew Pub Ordinance was made by Councilman Pallend and the second was provided by Councilman Heath.

Vote: 6-0: Motion Carried.

2. Planning and Zoning

Ms. Tarika Peeks

For Mayor and Council to approve Text Amendment 20TA-002, Chapter 8-Alcoholic Beverages, Article II- Licensing Ordinance. Ms. Peeks explained that as a result of the new ordinance, amendments are required in the licensing section of the Code of Ordinance. The proposed amendments include establishing a license fee for microbreweries and brew pubs; clarifies the required documents that should accompany the license application and the applicability of the ordinance for the business establishments prior to the adoption of the ordinance. Motion to approve Text Amendment 20TA-002, Chapter 8- Alcoholic Beverages, Article II- Licensing Ordinance was made by Councilman Whitmore and the second was provided by Councilman Pallend.

Vote: 6-0: Motion Carried.

3. Planning and Zoning

Ms. Tarika Peeks

For Mayor and Council to adopt amendments to the fee schedule. The amendments will include an annual microbreweries and brew pub license in the amount of \$1,600; also included in the amendments to the fee schedule is the Community Development Department will add an inspection fee of \$300 for reinspection of property. Motion to adopt the amendments to the fee schedule was made by Mayor Pro-Tem Davis and the second was provided by Councilman Smallwood.

Vote: 6-0: Motion Carried.

4. Fire Department

Chief Cornelius Robinson

For Mayor and Council to approve the sole source purchase of the Hurst Jaws of Life Extrication Tools included in the Fire Department's FY 19-20 budget. Chief Robinson explained that the Fire Department has 3 sets of extrication tools, two of which are outdated and have reached the end of the service life. The \$30,000 used to purchase the Hurst Jaws of Life will be the second unit to be replaced. Motion to approve the sole source purchase of the Hurst Jaws of Life Extrication Tools in the amount of \$30,000 was made by Councilman Heath and the second was provided by Mayor Pro-Tem Davis.

Vote: 6-0: Motion Carried.

5. Fire Department

Chief Cornelius Robinson

For Mayor and Council to approve the sole source purchase of 7 Self-Contained Breathing Apparatus (SCBAs), 11 snap-change cylinders and 4 face masks included in the Fire Department's FY 19-20 budget. Chief Robinson explained that the \$50,164.92 purchase will replace the current units that are 13-years-old. The new units will have the new generation air packs that are of the latest National Fire Protection Association (NFPA) standards with improved safety features. Motion to approve the sole source purchase of 7 Self-Contained Breathing Apparatus (SCBAs), 11 snap-change cylinders and 4 face masks was made by Mayor Pro-Tem Davis and the second was provided by Councilman Whitmore.

Vote: 6-0: Motion Carried.

6. City Attorney

Mr. Randy Turner

Attorney Randy Turner presented a comprehensive revision of the Code of Ethics, Section 2-35 of the City Code of Ordinances. Mr. Turner explained that the Code of Ethics has not had a comprehensive revision since 2008. Mr. Turner explained that the modifications will clarify the procedures, definitions, remedies and authority, duties and responsibilities of those charged with handling, reviewing and making determinations regarding ethics complaints. Mayor and Council reviewed the Code of Ethics, Section 2-35 and decided more changes were needed. Mayor Carr-Hurst requested the updated revision of the Code of Ethics be in place before January 2020. Councilman Whitmore requested that the revision states that once a complaint has been initiated and referred to the Ethics Committee, that complaint must be heard by that committee. Councilwoman Portis-Jones requested definitions of Ethics Commission, Investigative Committee, and public reprimand in the revision. Councilwoman Portis-Jones also requested Section 2-60, Impeachment and Trial of Councilmember and Mayor, be revised. The revision to the Code of Ethics was deferred to the December 9, 2019 Council Meeting. Motion to place a moratorium on all ethics complaints until the revision of the Code of Ethics is complete was made by Councilman Whitmore and the second was provided by Councilman Smallwood.

Vote: 6-0: Motion Carried.

7. Office of the Mayor *(Item added from floor)*

Mayor Elizabeth Carr-Hurst

Mayor Elizabeth Carr-Hurst requested that the City of Fairburn pay the \$5,000 bill she incurred to obtain legal defense. Attorney George Lawson was hired by Mayor Carr-Hurst to represent her in the Ethics Complaint filed that was withdrew by Councilwoman Portis-Jones. Mayor Pro-Tem Davis presided over this item. Motion to approve payment to Attorney George Lawson in the amount of \$5,000 was made by Councilman Whitmore and the second was provided by Councilman Pallend.

Vote: 5-1: Motion Carried.

Opposed: Councilwoman Portis-Jones

XII. Council Comments:

Councilwoman Portis-Jones thanked Attorney Turner for the revision of the ethics ordinance.

Councilman Pallend believes that adding microbreweries will help make Downtown Fairburn more interesting. Councilman Pallend also thanked the citizens for their votes that got him re-elected to Fairburn's City Council.

Councilman Smallwood thanked Chief Mathis for his fast response time with calls in the City of Fairburn and wished everyone a Happy Thanksgiving.

Mayor Pro-Tem Davis thanked God and the citizens for re-electing her to Fairburn's City Council. Mayor Pro-Tem Davis also congratulated Mayor Carr-Hurst on her appointments at the National League of Cities.

Councilman Heath wished everyone a Happy Thanksgiving.

Councilman Whitmore thanked citizens for voting for his re-election and will focus on building a Community Center at Duncan Park.

Mayor Carr-Hurst congratulated the three incumbents on their re-election to City Council and stated that she is proud to serve the City of Fairburn. Mayor Carr-Hurst stated that her door is always open to citizens if they have any questions or concerns and wished everyone a Happy Thanksgiving.

XIII. Executive Session: No executive session.

XIV. Adjournment: At 8:50 p.m., with no further business of the City of Fairburn, the Motion to adjourn was made by Councilman Whitmore and the second was provided by Mayor Pro-Tem Davis.

Arika Birdsong-Miller, City Clerk

Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPOINTMENT AND SWEARING IN OF MR. DENNIS STROUD AS THE CITY ADMINISTRATOR FOR THE CITY OF FAIRBURN.

<input type="checkbox"/> AGREEMENT	<input type="checkbox"/> POLICY / DISCUSSION	<input type="checkbox"/> CONTRACT
<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION	<input checked="" type="checkbox"/> OTHER

Submitted: 12/3/2019

Workshop: 12/9/2019

Council Meeting: 12/9/2019

DEPARTMENT: Office of the Mayor

BUDGET IMPACT: Salary plus fringes as approved by Council

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: To officially appoint Mr. Dennis Stroud as the City Administrator for the City of Fairburn, GA.

HISTORY: The City Administrator position is appointed by Council; the swearing in is traditional.

FACTS AND ISSUES: N/A

RECOMMENDED ACTION: Official appointment of City Administrator.


Elizabeth Carr-Hurst, Mayor

DENNIS STROUD

City Administrator

Stroud | 1

Strong and ethical government executive with 15 years of local government experience in Public Works, Finance and Environmental Services. Proven success in connecting strategy, operations, and people resulting in streamlining over 100 processes down to 28, 20% decrease in rework and 18% increase in revenue collected. Certified Lean Six Sigma Black Belt and PMP.

Leadership Competencies

- ◆ Operations
- ◆ Strategic planning and leadership
- ◆ Continuous Improvement
- ◆ Problem-Solving
- ◆ Change management
- ◆ Budget development

Professional Experience

Revenue Director, *City of Atlanta*, Atlanta, GA

2015 to Present

Serving in the capacity of Director of Operations, Provide overall oversight of day to day Operations for the Office of Revenue, Manage business licenses, customer service, billing, collections and compliance functions, overseeing ten major revenue streams producing millions; provide leadership to a 38-member team. Direct brand management, public relations, department positioning and process improvement launches.

- ◆ Led the launch of updating/writing 3 ordinances for legislative review. Collaborated with Audit team the updated ordinances could generate/save 2-4M annually.
- ◆ Created a collections team to conduct ongoing review and analysis of major aged accounts ultimately enforce actions to satisfy outstanding debt.
- ◆ Developed a training program that enhanced the decision making and understanding of complex billing issues that helped supervisors resolve disputes more effectively.
- ◆ Produced Knowledge Based Authentication that demonstrated key customer service analytics for use by ATL311. Efforts were credited as instrumental in resolving numerous customer complaints.
- ◆ Leveraged strengths in negotiations, public relations and collections to end each year an average of 10% collections on past due accounts.

President/CEO, *Insight Leadership Consultants*, Dallas, GA

2014 to 2015

Owner of a consulting practice assisted local government and small business achieve their strategic plan.

- ◆ Assist companies to connect strategy, operations and people

- ◆ Facilitate leadership seminars and workshops.
- ◆ Create the framework for cultural change.

Operations Manager, *Two Men and a Truck International*, Atlanta, GA 2013-2014

Stroud | 2

Assisted the franchisee in all facets of operating the business. Developed job descriptions, hired and trained relocations specialist, developed the safety and maintenance program for operators.

- ◆ Led a start-up franchise from zero to .5M in 6 months.
- ◆ Initiated a continual improvement plan to ensure peak performance.
- ◆ Assisted in the development of vendor agreements and contract negotiations to ensure strong working relationship and cost reductions where necessary.
- ◆ Designed and implemented process improvement initiative, achieving financial goals for three consecutive quarters

Deputy Director-Operations, *City of Marietta, Public Works* Marietta, GA 2012-2013

Managed Fleet maintenance and Environmental Services over six hundred vehicles and equipment including fire and rescue equipment and fuel inventories. Developed a maintenance plan for over 200 miles of city and state right of way and directed refuse pickup daily.

- ◆ Orchestrated the removal of refuse, recyclables and vegetation for over 12,000 customers daily.
- ◆ Optimized performance measurement system for operations, thus substantially improving quality, operations and execution of targeted goals.
- ◆ Collaborated in the development and provided oversight to multiple budgets

Deputy Director, *City of Augusta, Public Services*, Augusta, GA 2003-2012

Attained fast track recognition through a series of successful projects. designed and implemented new service concepts, including performance measures, established a customer service management model for the purpose of strengthening new services and the elimination of obsolete services. Spearheaded the infrastructure maintenance plan for Parks and Facilities, comprising of 63 parks, 30 tennis courts, several pools, splash pads and cemeteries.

- ◆ Met and exceeded vegetation maintenance goals the first year of implementation.
- ◆ At no additional cost to taxpayers installed a drainage system on selected unpaved roads resulting in fewer accidents.
- ◆ Proactively sought customer feedback resulting in a 20 percent increase in efficiency.

- ◆ Managed infrastructure maintenance, comprising of 13, 000 miles of roadway, 660 miles of storm water drainage pipes, 300+ bridges, the levee closure system and the Safe Damns Program.
- ◆ Developed and maintained multi-million dollar budgets for both general fund and Special Purpose Local Option Sales Tax (SPLOST) accounts.
- ◆ Created a lean six sigma culture resulting in fewer delays and thousands of dollars saved. *Stroud | 3*

Adjunct Faculty, *University of Phoenix*, Augusta, GA

2006-2012

- ◆ Demonstrated effective classroom management,
- ◆ Using problem based learning, developed lesson plans focusing on the learning styles of adults.
- ◆ Instructed Strategic Management, Quality and Productivity, Negotiations, Leadership and Introduction to Management for both undergraduate and graduate students.
- ◆ Developed problem based learning exercises to ensure student success
- ◆ Skilled at assessing the needs of students
- ◆ Proven ability to take a large scale project and divide it into manageable objectives

Sergeant Major/Deputy Director-Operations, Fort Gordon, GA Public Works 1977-2002
United States Army

- ◆ Provided leadership to thousands of soldiers
- ◆ Instituted a project management and customer service team.
- ◆ Streamlined the procurement process by twelve days.
- ◆ Successfully managed assets exceeding \$3.5 million.
- ◆ Implemented Just in Time purchasing decreasing waste a saving of approximately \$250K per year.
- ◆ Responsible for managing capital projects totaling \$2M.
- ◆ Formulated capital and operating budgets for entire portfolio, including new development communities.

Education

- ◆ MBA, Leadership Development, Brenau University, Gainesville, GA
- ◆ BS, Occupational Education Wayland Baptist University, Plainview, TX
- ◆ Project Management Professional, (PMP) Expert Rating Solutions, New York, NY

- ◆ Six Sigma Green Belt (SSGB), Expert Rating Solutions (SSGB), New York, NY
- ◆ Lean Six Sigma Black Belt (LSSBB), Six Sigma Global Institute
- ◆ United States Army Sergeants Major Academy, Fort Bliss, TX



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

**SUBJECT: CANCELLATION OF THE WORKSHOP AND COUNCIL MEETING
SCHEDULED ON DECEMBER 23RD, 2019.**

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION (X) OTHER

Submitted: 12/3/2019

Workshop: 12/9/2019

Council Meeting: 12/9/2019

DEPARTMENT: City Clerk

BUDGET IMPACT: N/A

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve cancellation of the Workshop and Council Meeting scheduled on December 23, 2019.

HISTORY: N/A

RECOMMENDED ACTION: It is recommended that Mayor and Council approve the cancellation of the Workshop and Council Meeting scheduled on December 23, 2019.


Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: PURCHASE OF STRYKER LIFEPAK 15 MONITOR/DEFIBRILLATORS

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION (X) OTHER

Submitted: 12/3/2019

Workshop: 12/9/2019

Council Meeting: 12/9/2019

DEPARTMENT: Fire

BUDGET IMPACT: \$59,793.52 from budget line item 100-3500-54-2500 Other Equipment

PUBLIC HEARING? () Yes (X) No

PURPOSE: Approve the sole source purchase of 2 Stryker LIFEPAK 15 monitor/defibrillators included in the Fire Department's FY 19-20 budget.

HISTORY: The LIFEPAK monitors/defibrillators are essential EMS equipment. The Fire Department currently has two monitors that will phase out and no longer be supported by the manufacturer, thereby requiring replacement.

FACTS AND ISSUES: The new generation LIFEPAK 15 has improved features, to include advanced monitoring parameters, CPR guidance that can inform data review, advanced support for treating cardiac patients and high energy outputs for difficult to defibrillate patients. This will ensure our fire fighters have the most up to date equipment when providing life support operations during EMS calls. Stryker is the sole vendor of the LIFEPAK 15 Monitor/Defibrillator equipment.

RECOMMENDED ACTION: It is recommended that Mayor and Council approve the purchase of the 2 Stryker LIFEPAK 15 Monitor/Defibrillators for the Fairburn Fire Department.


Elizabeth Carr-Hurst, Mayor



December 2, 2019

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR™ coaching devices
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELISM (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.NET® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe SolutionSM Government Campus Solution
- MultiTech 4G and Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope
- McGRATH MAC disposable laryngoscope blades
- McGRATH X Blade™

Stryker does not authorize any third-parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Senior Director, Americas Sales

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GDR 3321967_K

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com



LIFEPAK® 15 MONITOR/DEFIBRILLATOR

For Emergency Medical Services



LP15s

Quote Number: 10045079
Version: 1
Prepared For: FAIRBURN FIRE DEPT
Attn:

Remit to: P.O. Box 93308
Chicago, IL 60673-3308
Rep: Laura Persons
Email: laura.persons@stryker.com
Phone Number:

Quote Date: 11/15/2019
Expiration Date: 02/13/2020

Delivery Address	End User - Shipping - Billing	Bill To Account
Name: FAIRBURN FIRE DEPT	Name: FAIRBURN FIRE DEPT	Name: FAIRBURN FIRE DEPT
Account #: 1323363	Account #: 1323363	Account #: 1323363
Address: 149 W BROAD ST	Address: 149 W BROAD ST	Address: 149 W BROAD ST
FAIRBURN	FAIRBURN	FAIRBURN
Georgia 30213	Georgia 30213	Georgia 30213

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT.	2	\$29,241.20	\$58,482.40
2.0	41577-000289	QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-12 Patient Cable, 12ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 8ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	2	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	6	\$392.78	\$2,356.68
4.0	11140-000015	AC power cord	2	\$68.06	\$136.12
5.0	11140-000098	ADAPTER, POWER, AC TO DC, ENHANCED, LP15	2	\$1,410.40	\$2,820.80
6.0	11160-000013	NIBP Cuff-Reusable, Child	2	\$20.50	\$41.00
7.0	11160-000017	NIBP Cuff -Reusable, Large Adult	2	\$27.88	\$55.76
8.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	2	\$40.18	\$80.36
9.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	2	\$268.14	\$536.28
10.0	11220-000028	LIFEPAK 15 Carry case top pouch	2	\$48.38	\$96.76
11.0	11260-000039	LIFEPAK 15 Carry case back pouch	2	\$68.88	\$137.76
12.0	50994-000107	LP12 Biphasic (3+ features) Trade-In	2	-\$3,000.00	-\$6,000.00
13.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	2	\$524.80	\$1,049.60
Equipment Total:					\$65,793.52



LP15s

Quote Number: 10045079
Version: 1
Prepared For: FAIRBURN FIRE DEPT
Attn:

Remit to: P.O. Box 93308
Chicago, IL 60673-3308
Rep: Laura Persons
Email: laura.persons@stryker.com
Phone Number:

Quote Date: 11/15/2019
Expiration Date: 02/13/2020

Price Totals:

Grand Total:	\$59,793.52
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Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: ADOPTION OF THE GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM (GMEBS); RESTATED MASTER DEFINED BENEFIT RETIREMENT PLAN

(X) AGREEMENT
() ORDINANCE

() POLICY / DISCUSSION
() RESOLUTION

() CONTRACT
() OTHER

Submitted: 12/3/2019

Workshop: 12/9/2019

Council Meeting: 12/9/2019

DEPARTMENT: Human Resources

BUDGET IMPACT: N/A

PUBLIC HEARING? () Yes (X) No

PURPOSE: To adopt the Georgia Municipal Employees Benefit System (GMEBS); Restated Master Defined Benefit Retirement Plan.

HISTORY: The City of Fairburn previously adopted the Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"), which is comprised of the Master Plan document ("Master Plan"), Adoption Agreement and General Addendum. GMEBS recently restated the Plan and has received a favorable determination letter from the Internal Revenue Service ("IRS"). An employer providing retirement benefits through the GMEBS Plan has the assurance that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

FACTS AND ISSUES: N/A

RECOMMENDED ACTION: For Mayor and Council to adopt the Georgia Municipal Employees Benefit System (GMEBS); Restated Master Defined Benefit Retirement Plan.


Elizabeth Carr-Hurst, Mayor



October 29, 2019

RISK MANAGEMENT AND
EMPLOYEE BENEFIT SERVICES
BOARD OF TRUSTEES

MEMORANDUM VIA E-MAIL

(ljohnson@fairburn.com)

Chairman
W. D. Palmer, III
Councilmember, Camilla

Vice Chairman
Rebecca L. Tydings
City Attorney, Centerville

Secretary-Treasurer
Larry H. Hanson
Executive Director

TO: Linda Johnson
Pension Committee Secretary, City of Fairburn

FROM: Gwin Hall
Senior Associate General Counsel

**SUBJECT: Action Required; Georgia Municipal Employees Benefit System (GMEBS);
Restated Master Defined Benefit Retirement Plan**

Trustees:

Boyd Austin
Mayor, Dallas

Linda Blechinger
Mayor, Auburn

Ronald Feldner
City Manager, Garden City

Marcia Hampton
City Manager, Douglasville

Meg Kelsey
City Manager, LaGrange

Evie McNiece
Commissioner, Rome

Sam Norton
Mayor, Dahlonega

David Nunn
City Manager, Madison

James F. Palmer
Mayor, Calhoun

Kenneth L. Usry
Mayor, Thomson

Clemontine Washington
Mayor Pro Tem, Midway

Vince Williams
Mayor, Union City

The City of Fairburn previously adopted the Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"), which is comprised of the Master Plan document ("Master Plan"), Adoption Agreement and General Addendum. GMEBS recently restated the Plan and has received a favorable determination letter from the Internal Revenue Service ("IRS"). An employer providing retirement benefits through the GMEBS Plan has the assurance that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

To ensure continued tax-favored treatment for GMEBS member plans, the IRS requires that all GMEBS member employers adopt the restated plan documents. Due to their collective size, we are sending a copy of the Master Plan and Amendment 1 via email only. We have enclosed a Summary of Key Amendments that have been made to the Plan since it was last approved by the IRS in 2010, as well as a draft restated Adoption Agreement and General Addendum reflecting the benefit design currently in place under your plan.

Please note, the provisions in Section 15 of the General Addendum do not fit squarely within the standard GMEBS General Addendum format. Thus, it may be necessary to file the General Addendum with the IRS for a separate determination. We are currently working with GMEBS' tax counsel to determine which member employer plans will require a separate IRS filing based on their General Addendum provisions. We will let you know if tax counsel recommends a separate filing for the City's plan.

The draft Plan documents will take effect on their date of approval by the City. If the Plan documents are acceptable as drafted, please sign and date the Adoption Agreement and General Addendum, and return both executed documents **no later than December 31, 2019**, to:

Ms. Gina Gresham
Legal Assistant
Georgia Municipal Association
P.O. Box 105377
Atlanta, Georgia 30348

We will return the fully executed documents to you for your files. **Please note that per O.C.G.A § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance and should be adopted and codified according to the requirements of your City's Charter and state law.** The City does not need to adopt the Master Plan.

Linda Johnson
October 29, 2019
Page 2

Please contact Gina Gresham at 678-686-6258 or rgresham@gacities.com with any questions.

Encl.

C: Randy Turner, City Attorney, City of Fairburn (w/ encl.)
Michelle Warner, Director, Retirement Field Services and DC Program (w/o encl.)

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

I. GENERAL OVERVIEW

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

II. SUMMARY OF KEY CHANGES TO THE MASTER PLAN DOCUMENT

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

- ❖ **Final Average Earnings and Federal Law Compensation Limits** - Final Average Earnings is defined as a set number of consecutive months of service credit (not to exceed 60 months) in which the participant's earnings were the highest. To comply with federal law, monthly earnings in excess of 1/12 of the federal annual compensation for the year in which the monthly salary was earned will not be used to compute a participant's Final Average Earnings. The monthly limit for salary earned (including payouts for unused leave, if applicable) for 2018 is \$22,916.66. Unless the Plan says otherwise, Final Average Earnings excludes severance pay.
- ❖ **Mandatory Participation; Opt Out Through Written Agreement with Employer** - Unless an employer's Adoption Agreement says participation in the Plan is optional for one or more classes of eligible employees, all eligible employees must participate in the Plan. However, if, within 120 days of becoming employed or taking office, an eligible employee (or elected official, if elected officials are permitted to participate in an employer's Plan) enters into a written agreement or employment contract agreeing not to participate in the DB Plan, the employee will be ineligible to participate in the Plan. The employer must notify GMEBS if an otherwise eligible employee has entered into such an agreement. The employee may not become a participant in the employer's Plan in the future unless the employer amends its Adoption Agreement to specifically require participation by the employee.
- ❖ **Immediate Participation for all Eligible Employees** - Effective January 1, 2015, eligible employees become participants in the Plan on the date on which they become employed. If a plan is contributory, employee contributions must begin when an eligible employee begins work. A participant must still be

SUMMARY OF KEY AMENDMENTS

employed with an employer for a minimum of one (1) year in order for his or her service to count for portability or actuarial reserve death benefit purposes.

- ❖ **Repayment of Withdrawn Employee Contributions; Interest and Timing** - If a participant who has terminated employment and withdrawn employee contributions returns to service with the employer, he or she may repay the employee contributions to restore forfeited service credit. The withdrawn funds must be repaid no later than six (6) months following reemployment, in a lump sum with interest, compounded annually from the date of withdrawal to the date of repayment.
- ❖ **No Employee Contributions While Receiving In-Service Distribution** - Participants in plans that require employee contributions and allow in-service distribution of benefits will not be required or allowed to make contributions under the plan while receiving an in-service distribution.
- ❖ **In-Service Distribution** - As a general rule, employees or elected officials may not draw retirement benefits while employed. If a plan allows in-service distribution, a participant must be at least age 62 to receive retirement benefits while employed. If a plan allows in-service distribution and has an alternative normal retirement provision with a minimum age of at least 50 specifically for public safety employees, public safety employees who are eligible for the alternative normal retirement may receive an in-service distribution even if they are younger than age 62. "In-service distribution" means a distribution of normal or alternative normal retirement benefits without a bona fide separation from service. A "bona fide separation from service" is a separation from service of at least six months with no expectation of returning to service. (For a few plans with grandfathered in-service distribution provisions, other minimum age limits may apply.)
- ❖ **Auto A Terminated Vested Death Benefits as Default** - The Auto A terminated vested death benefit applies to all vested participants who terminate employment on or after October 1, 2016, and who were not already covered by a terminated vested death benefit under the employer's GMEBS retirement plan.
- ❖ **Default Death Beneficiaries** - Effective July 1, 2015, if a participant who is eligible for pre-retirement death benefits dies before retirement and does not have a designated pre-retirement beneficiary, his or her surviving spouse, if any, will be considered the pre-retirement beneficiary. If there is no surviving spouse, the participant's pre-retirement death benefits will be paid in a lump sum to the participant's estate. With the exception of the payment of the actuarial reserve in-service death benefit to the estate (which already provided for payment of death benefits to the participant's estate in the absence of a designated pre-retirement beneficiary or surviving spouse), the amount of the pre-retirement death benefit payment to a participant's estate will be 50% of the actuarial equivalent of the participant's vested accrued benefit.
- ❖ **Application for Disability Benefits** - The rules for retroactive disability benefits depend on when the participant terminated employment due to disability. For a

SUMMARY OF KEY AMENDMENTS

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

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

- ❖ **Employer Indemnification of GMEBS; GMEBS Reliance on Information Provided by Employer and Participant; Payment of Benefits Conditioned on Receipt of Information** - By participating in the Plan, employers agree to indemnify and hold GMEBS harmless for any failure to pay benefits, any delay in paying benefits, or any other errors in processing benefits due to the employer's failure to perform its obligations under the Plan or provide accurate data to GMEBS. The Plan states that GMEBS is entitled to rely on information provided to it by employers, participants and beneficiaries. Payment of benefits under the Plan is conditioned on each payee providing GMEBS accurate information.
- ❖ **Correction of Overpayments to Deceased Individual** - If a participant or beneficiary dies and GMEBS makes excess payments due to not knowing the payee has died, GMEBS will make reasonable efforts (not including litigation or collections processes) to recover the overpayment for a period of 60 days. If, after 60 days following notice of the participant's or beneficiary's death, GMEBS has not been able to recover the overpayment, the loss associated with overpayment will be charged against employer's trust fund. The employer will be required to make a separate payment to the trust fund to make up for the loss. The employer may continue to try to recover the overpayment.
- ❖ **Correction of Underpayments to Deceased Individual** - With respect to underpayments corrected on or after January 1, 2017, if the corrective payment is owed to a deceased party, the corrective payment will be paid to the deceased party's surviving spouse. If there is no surviving spouse, the benefit will be paid to the deceased party's estate.

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Fairburn

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

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I. AN ORDINANCE

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Fairburn, 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 Fairburn, Georgia, and it is hereby ordained by the authority thereof:

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

Ordinance continued on page 37

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 Fairburn, Georgia

3. GOVERNING AUTHORITY

Name: Mayor and Council
Address: 56 Malone St., SW, Fairburn, GA 30213-1341
Phone: (770) 964-2244
Facsimile: (770) 969-3484

4. PLAN REPRESENTATIVE

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

Name: City Clerk
Address: 56 Malone St., SW, Fairburn, GA 30213-1341
Phone: (770) 964-2244
Facsimile: (770) 969-3484

5. PENSION COMMITTEE

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

Position:
Position:
Position:
Position:
Position:

Pension Committee Secretary: **Human Resources Director**
Address: **56 Malone St., SW, Fairburn, GA 30213-1341**
Phone: **(770) 964-2244**
Facsimile: **(770) 969-3484**

6. TYPE OF ADOPTION

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

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

7. EFFECTIVE DATE

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

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

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

The effective date of this Plan is _____.

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

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

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

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

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

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on December 1, 2017 (insert effective date of most recent Adoption Agreement preceding this Adoption Agreement).

The Employer's first Adoption Agreement became effective January 1, 2003 (insert effective date of Employer's first GMEBS Adoption Agreement). The Employer's GMEBS Plan was originally effective February 1, 1968 (insert effective date of Employer's original GMEBS Plan). (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective _____ (if applicable, insert effective date of Employer's original non-GMEBS Plan).)

8. PLAN YEAR

Plan Year means (check one):

- ☐ Calendar Year
☐ Employer Fiscal Year commencing _____
☒ Other (must specify month and day commencing): February 1.

9. CLASSES OF ELIGIBLE EMPLOYEES

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

A. 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): Each elected or appointed member of the Governing Authority who holds office on October 1, 1973, shall be qualified to participate in the Plan on such date. Each elected or appointed member of the Governing Authority who holds an office subsequent to October 1, 1973, shall be qualified to participate in the Plan on the first day of the month immediately following or coinciding with the first date after October 1, 1973, that he occupies any elective office of the Governing Authority. Notwithstanding the foregoing, an elected or appointed member of the Governing Authority who initially takes office on or after January 1, 2015, shall be qualified to participate in the Plan upon taking such office. (Participation became mandatory effective January 1, 2003. See Section 12 of this Adoption Agreement concerning mandatory participation in the Plan.)

(2) **Municipal Legal Officers (check one):**

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

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

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

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

- ☐ No minimum
- ☐ 20 hours/week (regularly scheduled)
- ☐ 30 hours/week (regularly scheduled)
- ☒ Other: **32 hours/week** (must not exceed 40 hours/week regularly scheduled)

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

Class(es) of Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): **Employees employed with the City before September 1, 2008, provided they are not reemployed with the City after September 1, 2008.**

Minimum hour requirement applicable to excepted Regular Employees:

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

B. Months Per Year (Regular Employees)

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain

"Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum requirement for Regular Employees:

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

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

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

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

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

11. WAITING PERIOD

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

12. ESTABLISHING PARTICIPATION IN THE PLAN

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

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

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

13. CREDITED SERVICE

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

A. Credited Past Service with Adopting Employer

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

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

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

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

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

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

Other limitation(s) on Recognition of Credited Past Service (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): Credited Past Service shall not include service as an elected or appointed member of the Governing Authority prior to October 1, 1973, unless the Participant was serving as an elected or appointed member of the Governing Authority or an Eligible Regular Employee on October 1, 1973.

(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 5 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 1 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)): Military Service must have been performed prior to 1970.

(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): A former Eligible Regular Employee who is in Service as an elected or appointed member of the Governing Authority and who meets the requirements for Normal Retirement or Alternative Normal Retirement that are applicable to Eligible Regular Employees may, upon approval of his/her Retirement application, begin drawing the portion of his/her Normal Retirement or Alternative Normal Retirement Benefit that is attributable to Credited Service as an Eligible Regular Employee while he/she is in Service as an elected or appointed member of the Governing Authority.

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

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

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

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

(2) Elected or Appointed Members of Governing Authority

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

- ☒ Attainment of age 65 (insert number)
- ☐ Completion of _____ years (insert number) of Total Credited Service
- ☒ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal

law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☒ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: A former elected or appointed member of the Governing Authority who is in Service as an Eligible Regular Employee and who meets the requirements for Normal Retirement that are applicable to elected or appointed members of the Governing Authority may, upon approval of his/her Retirement application, begin drawing the portion of his/her Normal Retirement Benefit that is attributable to Service as an elected or appointed member of the Governing Authority while he/she is in Service as an Eligible Regular Employee.

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 55 (insert number)

☒ Completion of 25 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): A former Eligible Regular Employee who is in Service as an elected or appointed member of the Governing Authority and who meets the requirements for Normal Retirement or Alternative Normal Retirement that are applicable to Eligible Regular Employees may, upon approval of his/her Retirement application, begin drawing the portion of his/her Normal Retirement or Alternative Normal Retirement Benefit that is attributable to Credited Service as an Eligible Regular Employee while he/she is in Service as an elected or appointed member of the Governing Authority.

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): Eligible Regular Employees (Credited Service with other GMEBS member employers will count as Credited Service for purposes of qualifying for Alternative Normal Retirement benefit).

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

Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2)

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

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

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

- ☐ Must have attained at least age _____ (**insert number**)
- ☐ Must not satisfy any minimum age requirement
- ☐ In-Service Distribution to Eligible Employees permitted (*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.
- ☐ _____ years (**insert number**) of Total Credited Service.

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

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

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

- ☒ not limited.
- ☐ limited to _____ years for all Participants.
- ☐ limited to _____ years for the following classes of Eligible Regular Employees:
 - ☐ All Eligible Regular Employees.
 - ☐ Only the following Eligible Regular Employees: _____.
- ☐ limited to _____ years as an elected or appointed member of the Governing Authority.
- ☐ limited to _____ years as a Municipal Legal Officer.

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

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

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

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

This formula applies to:

- ☐ All Participants who are Regular Employees.
☒ Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): All Eligible Regular Employees; see also subsection 15(a) of the General Addendum for additional monthly benefit for certain Retired Participants.

- ☐ (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 **36** (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).
- ☒ **\$48.00** (insert dollar amount) per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer or major fraction thereof (6 months and 1 day).

This formula applies to:

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

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

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

- ☒ (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the

Master Plan to account for early commencement of benefits. This provision shall apply to:

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

Alternative Early Retirement Reduction Table

<u>Number of Years Before</u> <u>[Age (Insert Normal</u> <u>Retirement Age)]</u> <u>(check as applicable)</u>	<u>Percentage of</u> <u>Normal Retirement Benefit*</u> <u>(complete as applicable)</u>
<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**): 1) Former Eligible Regular Employees who return to Service as an elected or appointed member of the Governing Authority may continue to receive Retirement Benefits attributable to Service as an Eligible Regular Employee; and 2) Former elected or appointed member of the Governing Authority who return to Service as an Eligible Regular Employee may continue to

receive Retirement Benefits attributable to Service as an elected or appointed member of the Governing Authority.

(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)**: **All Retired Participants except as described in subparagraph 16(A)(2)(c) below.**

- (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)**: **1) Former Eligible Regular Employees who return to Service as an elected or appointed member of the Governing Authority may continue to receive Early Retirement Benefits attributable to Service as an Eligible Regular Employee; and 2) Former elected or appointed members of the Governing Authority who return to Service as an Eligible Regular Employee may continue to receive Early Retirement Benefits attributable to Service as an elected or appointed member of the Governing Authority.**

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 5.0% (insert percentage).
- ☐ (3) Fixed annual cost-of-living adjustment equal to _____% (insert percentage).

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

- ☐ All Participants (and their Beneficiaries).
- ☒ Participants (and their Beneficiaries) who terminate employment on or after March 1, 1981 (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 7 years (insert number not to exceed 10) of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.
- ☐ **Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule (insert percentages):

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

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): **Eligible Regular Employees who were initially employed on or before December 1, 2017.**

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)): **Benefits shall be 100% Vested after the Participant has a minimum of five (5) years of Total Credited Service. Benefits remain 0% Vested until the Participant satisfies this minimum.**

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 (½) ☐ _____ (insert other fraction) of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. (See Master Plan Section 8.02(b) regarding 10-year cap on additional Credited Service.)

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. (See also subsection 15(b) of the General Addendum.)
- ☐ Are required in the amount of _____ % (insert percentage) of Earnings for all Participants.
- ☐ Are required in the amount of _____ % (insert percentage) of Earnings for Participants in the following classes (must specify - specific positions are permissible; specific individuals may not be named): _____.

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

(2) **Pre-Tax Treatment of Employee Contributions.** If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects (check one):

- ☐ To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is

evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.

- ☐ Not to pick up Employee Contributions.

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

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

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

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

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

21. TERMINATION OF THE ADOPTION AGREEMENT

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

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

Adoption. The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption

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

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

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

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

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

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

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

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

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

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

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

AN ORDINANCE (continued from page 1)

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

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

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

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

Attest:

CITY OF FAIRBURN, 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

**GENERAL ADDENDUM TO THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT**

This is an Addendum to the Adoption Agreement completed by the City of Fairburn, Georgia as follows (complete one or more sections, as applicable):

*** Items (1) through (14) of General Addendum – Not Applicable ***

(15) **Other** (may include, but shall not be limited to, provisions relating to Master Plan Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01 and 9.02):

(a) **Alternative Benefit Formula.** In addition to a monthly Normal Retirement benefit of 1/12th of 2.0% of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee as provided in Section 15(B) of the Adoption Agreement, subject to any applicable reduction due to Early Retirement, a Retired Participant who was an Eligible Regular Employee, who Terminated employment as an Eligible Regular Employee on or after May 1, 1986, and who is receiving a Retirement Benefit for his/her Service as an Eligible Regular Employee shall receive, upon attaining age sixty-five (65), a monthly benefit in the amount of one hundred dollars (\$100) effective on the first day of the month coinciding with or next following the date the Participant has attained age sixty-five (65). In the event Retirement is delayed beyond the age of sixty-five (65), said additional monthly benefit amount shall become effective on the first day of the month coinciding with the Participant's Delayed Retirement Date. Such additional amount shall become a permanent part of the Participant's monthly Retirement benefit, and in the event the Participant selected an optional benefit under the Plan (i.e., a form of benefit other than the single-life annuity) this additional amount shall be included in the Participant's Retirement benefit for the purpose of calculating any applicable survivor benefit amount.

(b) **Employee Contributions.** After-tax employee contributions to the Plan ceased as of October 1973. However, a Participant may still

have employee contributions remaining in the Trust Fund. Any such remaining employee contribution account shall accrue interest based upon its pro rata share of any and all interest, dividends, and capital gains or losses of the GMEBS Investment Fund. Withdrawal and return of such contributions shall be governed by Sections 13.03 and 13.06 of the GMEBS Master Plan, respectively.

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Fairburn, Georgia this _____ day of _____, 20____.

Attest:

CITY OF FAIRBURN, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

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

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

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: BUDGET AMENDMENT APPROVAL

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION (X) OTHER

Submitted: 12/04/2019

Workshop: 12/09/2019

Council Meeting: 12/09/2019

DEPARTMENT: Finance

BUDGET IMPACT: None

PUBLIC HEARING? () Yes (X) No

PURPOSE: To amend the budget to accept private donations in the amount of \$6,875 collected for the "Shop with a Cop" program and expense those funds back to the Police Department.

HISTORY: N/A

FACTS AND ISSUES: N/A

RECOMMENDED ACTION: It is recommended that Mayor and City Council approve the budget amendment and authorize the City Clerk to sign the budget amendment.


Elizabeth Carr-Hurst, Mayor

**CITY OF FAIRBURN
INTER - OFFICE MEMO**

3-1

DATE: December 9, 2019
TO: Mayor and City Council
FROM: Angela Jackson, Finance Director
SUBJECT: Request for Budget Amendment - Police Department

I do hereby request and submit the following budget amendment to be approved for FYE 9-30-20:

INCREASE EXPENSE:

Donation Expenditures	100-3200-53-1000	\$	6,875
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DECREASE REVENUE:

Donations-Private Sources	100-0000-37-1000	\$	(6,875)
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Reason: To appropriate revenue collected from Donations-Private Sources for the Shop With a Cop Program in the Police Department.

According to the Statement of Policy, the above listed amendment has been approved.

Date

Arika Birdsong-Miller, City Clerk