



CITY OF STONECREST, GEORGIA

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1 Council Member Rob Turner - District 2

Council Member Jazzmin Cobble – District 3 Council Member George Turner - District 4

Council Member Tammy Grimes – District 5

CITY COUNCIL VIRTUAL MEETING AGENDA

Monday, October 25 at 6:00 P.M.

Citizen Access: [Stonecrest YouTube Live Channel](#)

I. CALL TO ORDER: George Turner, Mayor Pro-Tem

II. ROLL CALL: Tomika R. Lewis, Acting City Clerk

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. APPROVAL OF THE AGENDA

VI. PUBLIC COMMENTS

(This meeting will be conducted virtually, the public comments received via email by 4:00pm on the day of the meeting will be read or played via voice memo or video into the minutes by the City Clerk)

There is a three (3) minute time limit for each speaker during public comment.

VII. OATH OF OFFICE:

a. Construction Board of Appeals

VIII. PUBLIC HEARINGS

(This hearing will be conducted virtually, the public comments received via email in advance of the meeting will be read or played via voice memo or video into the minutes by the City Clerk.)

There is a three (3) minute time limit for each speaker during all public hearings.

IX. CONSENT AGENDA

X. ANNOUNCEMENTS

XI. REPORTS & PRESENTATIONS



CITY OF STONECREST, GEORGIA

XII. OLD BUSINESS:

- a. **Approval** – of the Holiday City Council Meeting Schedule – *Jim Nichols*
- b. **Approval** – of the NEOGOV Human Resource Contract Amendment – *Gia Scruggs*
- c. **Approval** – of the Tree Protection Ordinance Amendment – *Gia Scruggs*

XIII. NEW BUSINESS:

- a. **Approval** – of RZ-21-005, 6301 Browns Mill Road – *Jim Summerbell*
- b. **Approval** – of TMOD-21-007, Private Permitting Review – *Jim Summerbell*
- c. **Approval** – of TMOD-21-008, Administration – *Jim Summerbell*
- d. **Approval** – of the Decorum Resolution – *Winston Denmark*
- e. **Presentation** – of FY2022 Recommended Budget – *Janice Allen Jackson and Gia Scruggs*
- f. **Presentation** – of the Benefits Declaration and Ordinance - *Steven McClure*
- g. **Presentation** – of the Employee Retirement Program - *Steven McClure*
- h. **Presentation** - of The Union at Stonecrest – *Winston Denmark*
Pete Walker, President/CEO of Housing Authority of DeKalb Co.

XIV. CITY MANAGER UPDATE

- a. COVID Report

XV. MAYOR AND COUNCIL COMMENTS

XVI. EXECUTIVE SESSION:

(When an executive session is required, one will be called for the following issues: 1) Personnel, 2) Litigation, 3) Real Estate)

XVII. ADJOURNMENT

Americans with Disabilities Act

The City of Stonecrest does not discriminate on the basis of disability in its programs, services, activities and employment practices.

If you need auxiliary aids and services for effective communication (such as a sign language interpreter, an assistive listening device or print material in digital format) or reasonable modification to programs, services or activities contact the ADA Coordinator, Sonya Isom, as soon as possible, preferably 2 days before the activity or event.



CITY COUNCIL AGENDA ITEM

SUBJECT: Holiday Council Meeting Schedule

SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: [Click or tap here to enter text.](#)
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Revised Council Meeting Schedule

ACTION(S) REQUESTED: DECISION DISCUSSION ONLY

Date Submitted: 10/14/21 **Work Session:** [Click or tap to enter a date.](#) **Council Meeting:** 10/25/21 **Date(s) Previously Heard:** 10/11/2021

SUBMITTED BY: Jim Nichols, Deputy City Manager

PRESENTER: Jim Nichols

PURPOSE: Seeking approval from the Mayor and Council on proposed revision to the upcoming Council meeting schedule in light of holiday conflicts.

FACTS: City Hall is closed on Monday, December 27 in observance of the Christmas Holiday as well as Friday, December 31 for New Year's Eve. The regular December Council Meeting is set for Tuesday, December 28. In light of comments made by the Council at the last Work Session, staff is recommending that the December 28 meeting be moved to Monday, December 20 so as to not interfere with holiday plans that many Council and staff may have set for the end of the year.

OPTIONS: Approve, Deny, Defer

RECOMMENDED ACTION: Approve



CITY COUNCIL AGENDA ITEM

SUBJECT: NEOGOV HUMAN RESOURCE MANAGEMENT SOFTWARE

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): 09/13/21 Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, October 25, 2021

SUBMITTED BY: Gia Scruggs, Finance Director

PRESENTER: Gia Scruggs

PURPOSE: As a part of the transition to in-house services, the City of Stonecrest has entered into an agreement with NEOGOV to provide Insight, Onboard, Perform, Learn and e-forms. The proposed contract amendment would include Payroll, Time & Attendance, Benefits and Core HR that are a part of the Manage module.

FACTS: The City's Finance Department will utilize QS1 to process payroll, including benefit administration until the implementation of the recommended manage module. There will be no additional cost to the City because this financial software is currently being used to process the Mayor and Council payroll. After conferring on the needs of the City, it was determined that NEOGOV could provide the City with the type of software needed to assist with initial phases of the implementation and additional payroll and benefits related services. The previous modules purchased were Insight, Onboard, Perform, Learn and e-forms. The original contract was for a not-to-exceed amount of \$17,223.50. The additional services will be for a contract amount not to exceed \$23,476.00.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.



CITY COUNCIL AGENDA ITEM

RECOMMENDED ACTION: Approve

ATTACHMENTS:

(1) Attachment 1 - NEOGOV Manage Module



NEOGOV

HUMAN RESOURCES MANAGEMENT SUITE

for the public sector

Exhibit A Order Form



NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")
300 Continental Blvd, Suite 565
El Segundo, CA 90245
United States
billing@neogov.com

Customer:

Stonecrest, City of (GA)
3120 Stonecrest Blvd, Stonecrest, GA 30038,
USA
Stonecrest, GA 30038
United States

Quote Valid From: 9/8/2021
Quote Valid To: 9/30/2021

Quote Number: Q-02873
Payment Terms: Annual Net 30

Order Summary

Year 1

Service Description	Start Date	End Date	Term Price
Payroll Subscription	2/1/2022	1/31/2023	\$4,276.50
Time & Attendance Subscription	2/1/2022	1/31/2023	\$4,276.42
Core HR Subscription	2/1/2022	1/31/2023	\$3,207.50
Customer Success Package Subscription	2/1/2022	1/31/2023	\$0.00
Payroll Services Subscription	2/1/2022	1/31/2023	\$1,146.58
Benefits Subscription	2/1/2022	1/31/2023	\$1,069.00
Year 1 TOTAL:			\$13,976.00

Year 2

Service Description	Start Date	End Date	Term Price
Payroll Subscription	2/1/2023	1/31/2024	\$8,553.00
Time & Attendance Subscription	2/1/2023	1/31/2024	\$8,552.83
Core HR Subscription	2/1/2023	1/31/2024	\$6,415.00
Customer Success Package Subscription	2/1/2023	1/31/2024	\$0.00
Payroll Services Subscription	2/1/2023	1/31/2024	\$2,292.17

Service Description	Start Date	End Date	Term Price
Benefits Subscription	2/1/2023	1/31/2024	\$2,138.00
Year 2 TOTAL:			\$27,951.00

Year 1

Service Description	Start Date	End Date	Term Price
Payroll Training			\$1,187.50
Payroll Software Setup			\$1,187.50
Time & Attendance Training			\$1,187.50
Time & Attendance Setup			\$1,187.50
Core HR Training			\$1,187.50
Core HR Setup			\$1,187.50
Benefits Training			\$1,187.50
Benefits Setup			\$1,187.50
Year 1 TOTAL:			\$9,500.00

ORDER TOTAL: **\$51,427.00**

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

Professional Fees shall be invoiced on 2/1/2022 and each anniversary thereafter.

**"Stonecrest, City of
(GA)"**

NEOGOVS

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____



CITY COUNCIL AGENDA ITEM

SUBJECT: Tree Protection Ordinance Amendment

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): 06/10/19 & 09/13/21

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, October 25, 2021

SUBMITTED BY: Gia Scruggs, Finance Director

PRESENTER: Gia Scruggs

PURPOSE: The City of Stonecrest has a Tree Protection Ordinance and the amendment would provide for the establishment of a tree bank to accept and disburse funds.

FACTS: The current ordinance does not allow for the establishment of a separate fund to accept tree bank funds. The Tree Protection Ordinance must be amended to include Tree Protection Administration to allow for the receipt and disbursement of funds.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve

ATTACHMENTS:

(1) Attachment 1 - Tree Protection Ordinance Amendment

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

ORDINANCE NO. _____

1 AN ORDINANCE TO AMEND CHAPTER 14 (LAND DEVELOPMENT), ARTICLE VI
2 (TREE PROTECTION) OF THE CITY OF STONECREST CODE OF ORDINANCES TO
3 PROVIDE FOR THE ESTABLISHMENT OF A TREE BANK TO ACCEPT AND
4 DISBURSE FUNDS COLLECTED PURSUANT TO ARTICLE VI OF THE CITY OF
5 STONECREST CODE OF ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO
6 REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO
7 PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL
8 PURPOSES.

9 WHEREAS, the City of Stonecrest, Georgia (the “City”) is a municipal corporation created
10 under the laws of the State of Georgia; and

11
12 WHEREAS, the duly elected governing authority of the City is the Mayor and Council thereof;
13 and

14
15 WHEREAS, in 2018 the City adopted a Land Development Ordinance that was codified as
16 Chapter 14 of the City of Stonecrest Code of Ordinances (the “Code”); and

17
18 WHEREAS, Article VI (Tree Protection) of the Land Development Ordinance (the “Tree
19 Protection Ordinance”) established the procedures for preservation and/or
20 replacement of trees as a part of land development in the City; and

21 WHEREAS, the Tree Protection Ordinance does not include procedures to accept and disburse
22 funds received pursuant to the terms of the Tree Protection Ordinance; and

23
24 WHEREAS, after due consideration, the duly elected governing authority desires to amend the
25 Tree Protection Ordinance to create a Tree Fund that will accept and disburse funds
26 collected under the provisions of the Tree Protection Ordinance; and

27
28 WHEREAS, the City Council finds that it is necessary to amend Chapter 14, Article VI of the
29 Code to create a Tree Fund.

30
31 THEREFORE, the Mayor and City Council of the City of Stonecrest, Georgia, hereby ordain as
32 follows:

33
34 **Section 1.** The Code of Ordinances, City of Stonecrest, Georgia is hereby amended by revising
35 Chapter 14 (Land Development), Article VI (Tree Protection) by adding the
36 following section to be read and codified as follows:

37
38 “Sec. 14-530. – Establishment of Tree Bank.

39
40 (a) There is hereby established a City of Stonecrest Tree Bank (the “Tree
41 Bank”) for the acceptance, maintenance and disbursement of funds
42 required to be paid pursuant to the terms of this Article.

43

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST

ORDINANCE NO. _____

44 (b) Notwithstanding anything in this Article to the contrary, the Tree Bank
45 may also accept funds donated for the purposes of preservation and/or
46 replacement of the trees of the City of Stonecrest.
47

48 (c) The Director of the Planning and Zoning Department (the “Director”),
49 or the Director’s designee, shall have the authority to disburse funds
50 from the Tree Bank, as directed by the Stonecrest City Council, for the
51 purposes of preservation and/or replacement of the trees of the City of
52 Stonecrest.”
53

54 **Section 2.** The preamble of this Ordinance shall be considered to be and is hereby incorporated
55 by reference as if fully set out herein.
56

57 **Section 3.** (a) It is hereby declared to be the intention of the Mayor and Council that all
58 sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were,
59 upon their enactment, believed by the Mayor and Council to be fully valid,
60 enforceable and constitutional.
61

62 (b) It is hereby declared to be the intention of the Mayor and Council that, to the
63 greatest extent allowed by law, each and every section, paragraph, sentence, clause
64 or phrase of this Ordinance is severable from every other section, paragraph,
65 sentence, clause or phrase of this Ordinance. It is hereby further declared to be the
66 intention of the Mayor and Council that, to the greatest extent allowed by law, no
67 section, paragraph, sentence, clause or phrase of this Ordinance is mutually
68 dependent upon any other section, paragraph, sentence, clause or phrase of this
69 Ordinance.
70

71 (c) In the event that any phrase, clause, sentence, paragraph or section of this
72 Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional
73 or otherwise unenforceable by the valid judgment or decree of any court of
74 competent jurisdiction, it is the express intent of the Mayor and Council that such
75 invalidity, unconstitutionality or unenforceability shall, to the greatest extent
76 allowed by law, not render invalid, unconstitutional or otherwise unenforceable any
77 of the remaining phrases, clauses, sentences, paragraphs or sections of this
78 Ordinance and that, to the greatest extent allowed by law, all remaining phrases,
79 clauses, sentences, paragraphs and sections of this Ordinance shall remain valid,
80 constitutional, enforceable, and of full force and effect.
81

82 **Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby expressly
83 repealed to the extent of the conflict only.

84 **Section 5.** The effective date of this Ordinance shall be the date of its adoption by the Mayor
85 and Council unless otherwise stated herein.

86 **Section 6.** The Ordinance shall be codified in a manner consistent with the laws of the State
87 of Georgia and the City of Stonecrest.

**STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST**

ORDINANCE NO. _____

88 **Section 7.** It is the intention of the governing body, and it is hereby ordained that the
89 provisions of this Ordinance shall become and be made part of the Code of
90 Ordinances, City of Stonecrest, Georgia and the sections of this Ordinance may be
91 renumbered to accomplish such intention.
92
93

SO ORDAINED this ___ day of _____, 2021.

CITY OF STONECREST, GEORGIA

JASON LARY, Mayor

ATTEST:

SONYA ISOM, Deputy City Clerk

APPROVED AS TO FORM:

City Attorney



CITY COUNCIL AGENDA ITEM

SUBJECT: RZ-21-005, 6301 Browns Mill Road

AGENDA SECTION: *(check all that apply)*

PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.

CATEGORY: *(check all that apply)*

ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: **Rezoning**

ACTION REQUESTED: DECISION DISCUSSION ONLY

Date Submitted: Thursday, October 14, 2021

Current Work Session: Click or tap to enter a date.

Current Council Meeting: **Monday, October 25, 2021**

Previously Heard Date(s): Click or tap to enter a date. - Click or tap to enter a date.

SUBMITTED BY: Jim Summerbell, AICP – Planning & Zoning Director

PRESENTER: Jim Summerbell

PURPOSE: To take action and hold a public hearing on a rezoning request, RZ-21-005 located at 6301 Browns Mill Road. The applicant is requesting to rezone the subject property within the Arabia Mountain Conservation Overlay from Residential Medium Lot (R-100) to Residential Small Lot (RSM) for the development of a 20 single-family detached house community.

FACTS: See attached staff report.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approval with Conditions

ATTACHMENTS:

- (1) Attachment 1 - RZ-21-005, 6301 Browns Mill Staff Report
- (2) Attachment 2 - Rezoning Application RZ-21-005 submitted on July 2, 2021



CITY COUNCIL AGENDA ITEM

(3) Attachment 3 - Modified Site Plan for James Retreat, 6301 Browns Mill prepared by CivTech Consulting, Inc on September 10, 2021

Attachment 1:
RZ-21-005 Staff Report to the City Council



PLANNING & ZONING STAFF REPORT

RZ-21-005

City Council Meeting October 25, 2021

GENERAL INFORMATION

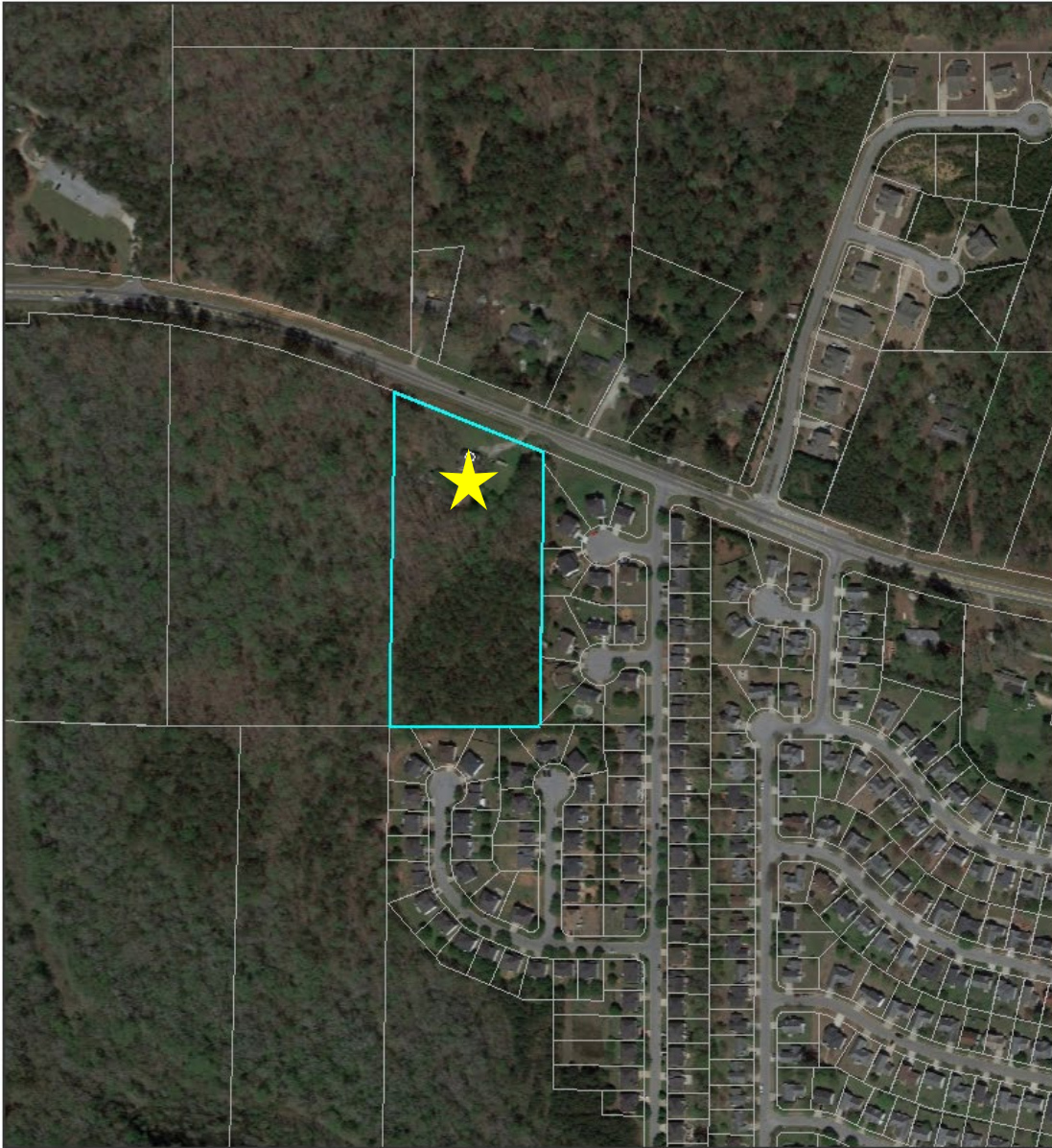
Petition Number:	RZ-21-005
Applicant:	WSM Associates, LLC c/o Battle Law, P.C.
Owner:	Donna Oliver, 6301 Browns Mill Rd
Project Location:	6301 Browns Mill Road, Parcel ID 16 081 01 004
Council District:	District 5 – Tammy Grimes
Acreage:	Approximately 6.07 acres
Existing Zoning:	R-100 (Residential Med Lot) District, Arabia Mountain Conservation Overlay
Proposed Zoning:	RSM (Small Lot Residential Mix), Arabia Mountain Conservation Overlay
Comprehensive Plan Character Area Designation:	Suburban Neighborhood
Proposed Development/Request:	The applicant is requesting to rezone the subject property within the Arabia Mountain Conservation Overlay from R-100 (Residential Med Lot) to RSM (Small Lot Residential Mix) for the development of a 20 single family detached house community.
Staff Recommendations:	Approval with conditions
Planning Commission Recommendation:	Approval with conditions



PLANNING & ZONING STAFF REPORT

RZ-21-005

Aerial Map

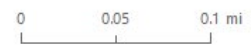


ZONING CASE: **RZ-21-005**

ADDRESS: **6301 Browns Mill Road**

CURRENT ZONING: **R-100 (Residential Med Lot)**

FUTURE LAND USE: **Suburban**

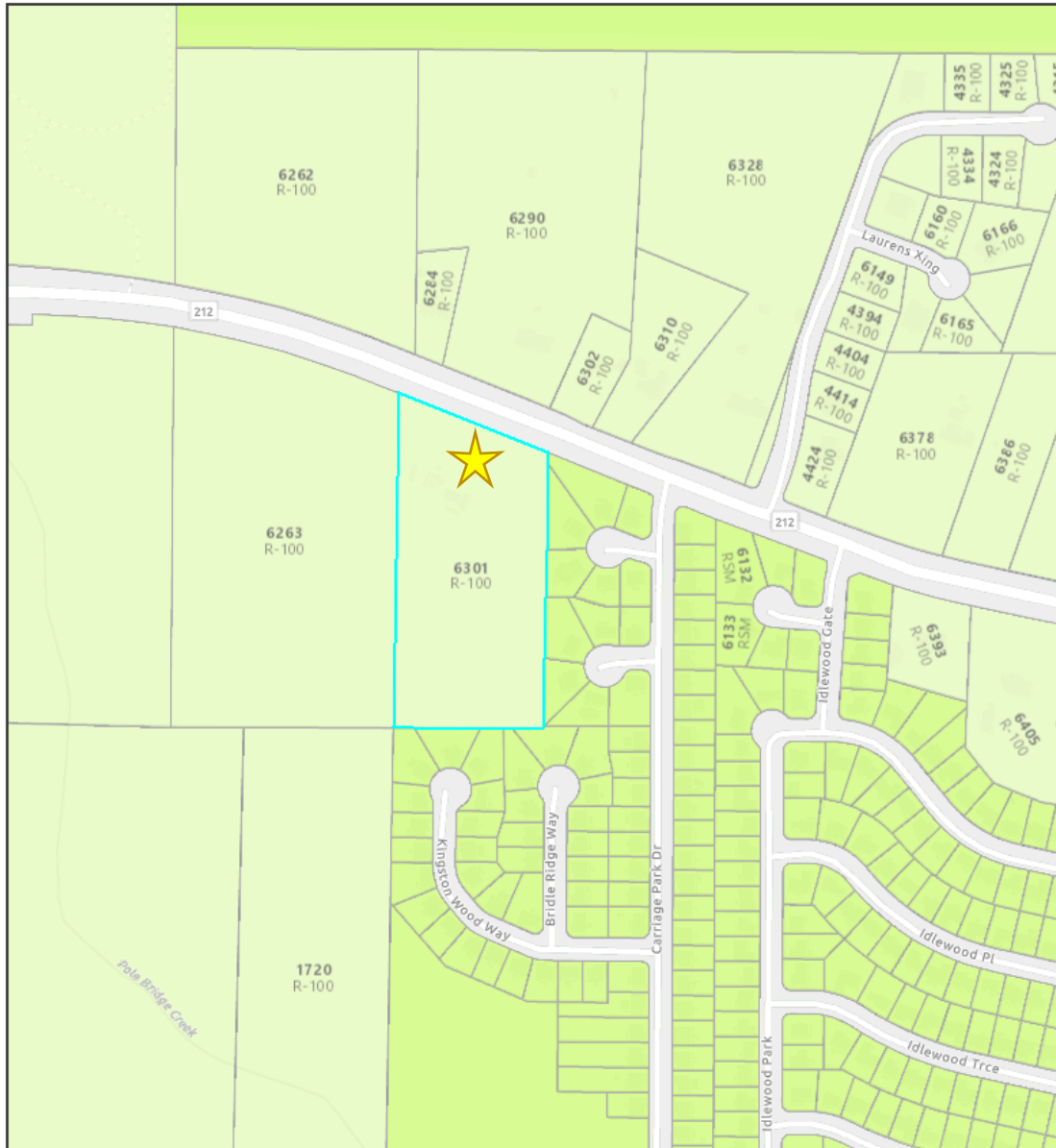




PLANNING & ZONING STAFF REPORT

RZ-21-005

Zoning Map



ZONING CASE: **RZ-21-005**

ADDRESS: **6301 Browns Mill Road**

CURRENT ZONING: **R-100 (Residential Med Lot)**

FUTURE LAND USE: **Suburban**

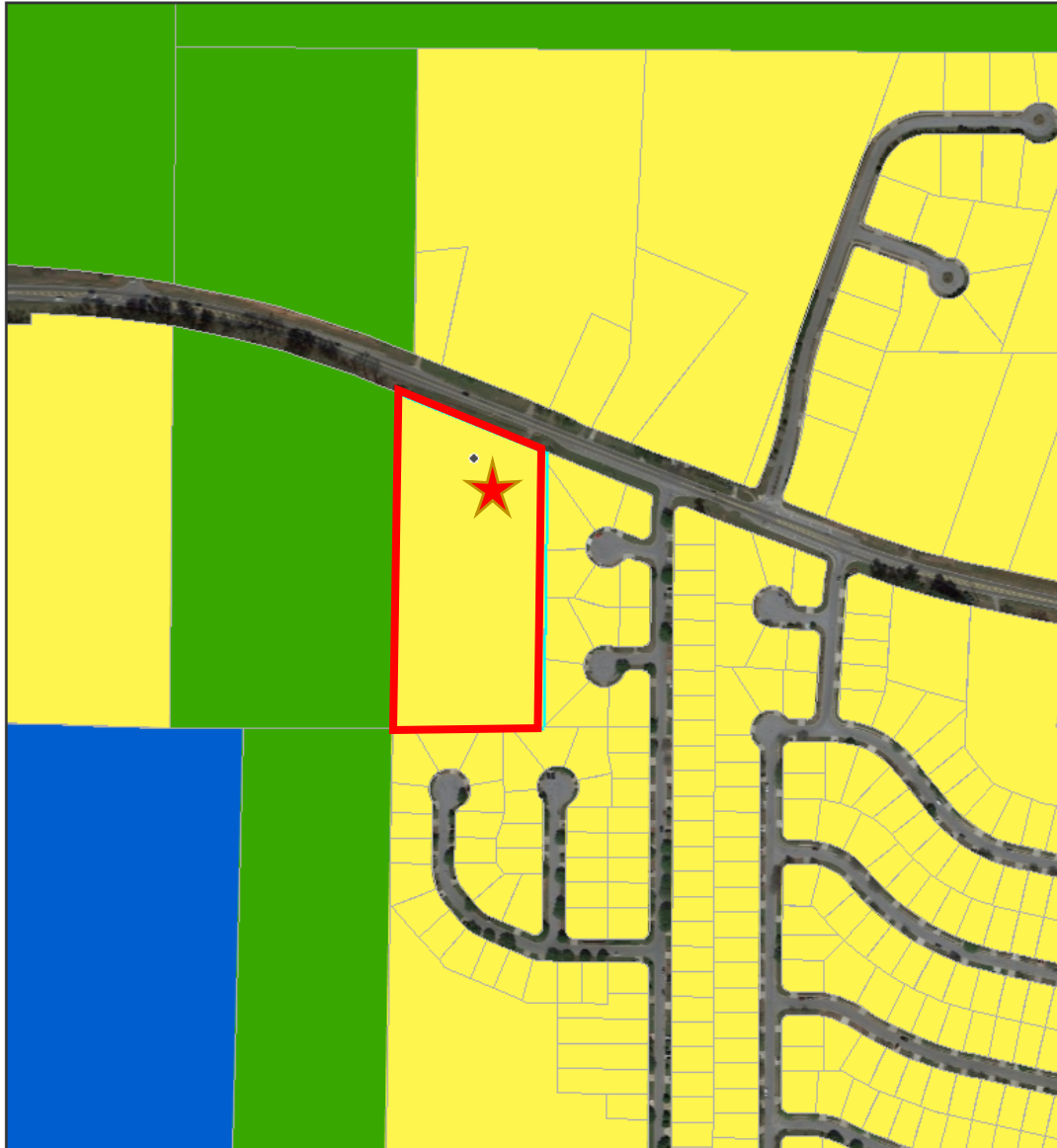




PLANNING & ZONING STAFF REPORT

RZ-21-005

Future Land Use Map

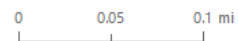


ZONING CASE: **RZ-21-005**

ADDRESS: **6301 Browns Mill Road**

CURRENT ZONING: **R-100 (Residential Med Lot)**

FUTURE LAND USE: **Suburban**

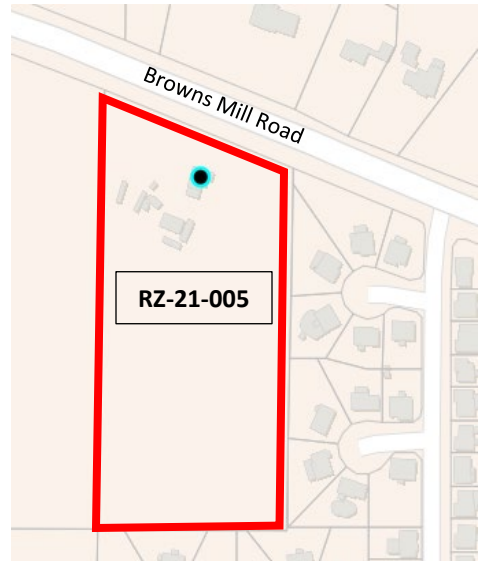


PROJECT OVERVIEW

Location

The subject property is located at 6301 Browns Mill Road. The property is located on the south side of Browns Mill Road and east of the Browns Mill Road and Flat Bridge Road intersection.

To the east and south of the subject property is the Carriage Park subdivision, a RSM-zoned single-family residential development. Carriage Park subdivision was built in 1998, before the creation of the Arabia Mountain Conservation Overlay. Typical lots in the subdivision are approximately 0.3 acres in area. To the west is a undeveloped parcel zoned R-100, but that is owned by DeKalb County and part of the Davidson Arabia Mountain Nature Preserve.



Background

Currently, the property has one single family home on it as well as a few small out buildings. The lot is heavily wooded behind the house.

The topography of the property is relatively level sloping about 20 feet lower on the west side of the parcel.



PLANNING & ZONING STAFF REPORT

RZ-21-005

Representative Elevations, Mid-Century Modern



The Arabia Mountain Conservation Overlay includes a number of design requirements above and beyond what a typical RSM subdivision must adhere to. These requirements include:

Sec. 3.4.7 Lot Coverage

- Net lot coverage shall not exceed 25%

Sec. 3.4.8 Clearing and grading of lots

- Clearing/grading shall be limited to 35% of net lot area

Sec. 3.4.9 Development Standards

- Minimum lot width shall be 70'
- Minimum lot area shall be 7,500 square feet
- Minimum side yard setback shall be 10 feet



PLANNING & ZONING STAFF REPORT

RZ-21-005

- 30% greenspace required
- Internal radius of cul-de-sac can be maximum of 35 feet; must have grass and vegetation for the inner circle of turn-arounds (Sec. 3.4.9 B.b)
- Show sidewalks (Sec. 3.4.9 B.e)
- Required exterior boundary buffer (Sec. 3.4.9 C) of 25 feet

The site plan presented does not fully comply with the overlay, but is one of the first ever presented to the City for an RSM subdivision within the Arabia Mountain Conservation Overlay, and staff has worked with the applicant to arrive a plan that in concept meets the intent of the Overlay. Further modifications to the plan will be needed.

Public Participation

Property owners within 500 feet of subject property were mailed notices of the proposed rezoning. The city-sponsored community information meeting was held on August 18, 2021, at 5:00 pm via Zoom.com. Several residents show up at the community meeting regarding the rezoning application and others watch via YouTube. There were questions from the public about the buffer and why it did not go all the way around the property.

STANDARDS OF REZONING REVIEW

Section 7.3.4 of the Stonecrest Zoning Ordinance list eight factors to be considered in a technical review of a zoning case completed by the Planning and Zoning Department and Planning Commission. Each element is listed with staff analysis.

A. Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan.

The subject property is located within the Suburban Neighborhood character area of the Stonecrest Comprehensive Plan. The character area intends to recognize those areas of the city that have developed in a traditional suburban land use patterns while encouraging new development to have increased connectivity and accessibility. The Residential Medium Lot (RSM) is a permitted zoning district within the Suburban Neighborhood character area.

The proposed rezoning is in an area that is partially surrounded by single family detached homes and vacant parcels, and as long as the standards in the Arabia Mountain Overlay are met, the proposed development would meet the intent of the Comprehensive Plan.

B. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property or properties.

As shown in the table below, the subject property is surrounded by a mix of land uses.



PLANNING & ZONING STAFF REPORT

RZ-21-005

Adjacent & Surrounding Properties	Zoning (Petition Number)	Land Use	Density Non-Residential (SF/Acre) Residential (Units/Acre)
Subject Property	R-100, proposed RSM	Detached Single Family Home	1 housing unit on 6.1 acres
Adjacent: North	R-100 (Residential Med Lot) District	Detached Single Family Home	1 housing unit on 8.7 acres
Adjacent: West	R-100 (Residential Med Lot) District	Undeveloped Nature Preserve	N/A
Adjacent: East	RSM (Small Lot Residential Mix)	Residential development of single-family homes	3.3 housing units/ac
Adjacent: South	RSM (Small Lot Residential Mix)	Residential development of single-family homes	3.3 units/ac

The proposed change in zoning would permit a use that would be suitable in view and development of the nearby properties. The rezoning would allow a medium density development that is consistent with the adjacent RSM development, but also built to a higher conservation standard consistent with the intent of the Arabia Mountain Conservation Overlay District.

C. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

The property is currently zoned R-100, which permits single family detached homes like those proposed. RSM allows for smaller lots and smaller setbacks, however the standards and considerations in the Arabia Mountain Conservation Overlay supersede those required in the underlying zoning district. Regardless of the zoning district, the Overlay standards must be met. The property does have reasonable economic use as currently zoned.

D. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property or properties.

The proposed zoning proposal is not anticipated to have a negative impact on the existing use or usability of adjacent or nearby properties. The Arabia Mountain Conservation Overlay requires a buffer around the outside of the development, so that would protect the residences to the east and the wooded areas to the west while providing an amenity for the residents of the subject property.

E. Whether there are other existing or changing conditions affecting the use and development of the property, which gives supporting grounds for either approval or disapproval of the zoning proposal.



PLANNING & ZONING STAFF REPORT

RZ-21-005

There are no changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal.

F. Whether the zoning proposal will adversely affect historic buildings, sites, districts, or archaeological resources.

There are currently no historic buildings, sites, districts, or archaeological resources on the subject property.

G. Whether the zoning proposal will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

Access to the property will be Browns Mill Road that staff believes would have the traffic capacity to handle the volume of traffic generated by the zoning change. The zoning proposal will not cause an excessive or burdensome on utilities as Dekalb County states the property has the sewer capacity for the intended use. The proposed use will not have harmful or oppressive use of schools.

H. Whether the zoning proposal adversely impacts the environment or surrounding natural resources.

The zoning proposal will not adversely impact the environment or surrounding natural resources.

RECOMMENDATION

The applicant meets all the criteria for approval. Therefore, the Planning Commission and Staff recommends **APPROVAL** of **RZ-21-005** the following conditions:

1. The future development of the site shall be for a maximum of 20 single family lots, and in general conformity with conceptual plan prepared by Civtech Consulting, LLC and dated 9/10/21.
2. The applicant must submit a tree save and landscaping plan to the Director prior to receiving building or land development permits.
3. There shall be a Mandatory Homeowners Association which shall own and maintain the common areas, and enforce the covenants placed on the community.
4. Prior to the issuance of any land disturbance permit, the Applicant must provide evidence of a legal mechanism under which all land to be held in common and used for greenspace purposes within the development shall be protected in perpetuity.
5. A minimum 5-foot sidewalk shall be installed along the property frontage on Browns Mill Road.
6. The architectural style and character of any homes constructed on the subject property will match the general style and character of the homes illustrated in the elevations submitted as part of the rezoning application, labeled "Proposed Representative Elevations Mid-Century Modern."

Note: Condition #6 was added after the Planning Commission Hearing, at the presentation of the case to the City Council as the October 11, 2021 Work Session, and is just a recommendation by staff.

Attachment 2: RZ-21-005 Application Materials



Rezoning Application

Owner Information	Owner's Name: Donna Oliver		
	Owner's Address: 6301 Browns Mill Road Stonecrest, GA 3003		
	Phone:	Fax:	Email:
	Property Address: 6301 Browns Mill Road Stonecrest, GA 3003		Parcel Size: 6.07 acres
	Parcel ID: 16 0 1 02 004		
	Current Zoning Classification: R-100		
	Requested Zoning Classification: RSM		
	Name: WSM Associates, LLC c/o Battle Law, P.C.		
	Address: One West Court Square Suite 750 Decatur, GA 30030		
	Phone: 404-601-7616	Fax: 404-745-0045	
Cell:	Email: mlb@battlelawpc.com		
Property Information	Is this development and/or request seeking any incentives or tax abatement through the City of Stonecrest or any entity that can grant such waivers, incentives, and/or abatements? <div style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>		
	1. Will the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby properties?		
	Yes, the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties		
	2. Will the affected property of the zoning proposal have a reasonable economic use as currently zoned?		
	No, the property has no reasonable economic use as currently zoned R-100.		
	3. Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?		
	No, the zoning proposal will not adversely affect the existing use or usability of adjacent or nearby property.		
	4. Are other existing or changing conditions affecting the existing use or usability of the development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?		
	Not that the Applicant is aware of.		
	5. Will the zoning proposal adversely affect historic buildings, sites, districts, or archaeological resources?		
The zoning proposal will not adversely affect historic buildings, sites, districts, or archaeological resources.			
Questionnaire	6. Will the zoning proposal result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?		
	No, the zoning proposal will not result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.		

STATEMENT OF INTENT

and

Other Material Required by
City of Stonecrest Zoning Ordinance
For
A Rezoning Application Pursuant to
City of Stonecrest Zoning Ordinance

of

**WSM Associates, LLC.
c/o Battle Law, P.C.**

for

6.07± Acres of Land located at 6301 Browns Mill Road
Being Tax Parcel No. 160 081 02 004
Stonecrest, Georgia

Submitted for Applicant by:

Michèle L. Battle, Esq.
Battle Law, P.C.
One West Court Square, Suite 750
Decatur, Georgia 30030
(404) 601-7616 Phone
(404) 745-0045 Facsimile
mlb@battlelawpc.com

I. STATEMENT OF INTENT

The Applicant, WSM Associates, LLC, seeking to rezone 6.07 acres of land located at 6301 Browns Mill Road, Stonecrest, GA 30038, being Tax ID No. 160 081 02 004 (“Subject Property”). The property is currently zoned R-100 with a future land use designation of Suburban, and is in the Arabia Mountain Overlay District. The Applicant is seeking to rezone this property to RSM to allow for a community of 31 single family-detached homes. The proposed RSM zoning and development are consistent with the future land use designation, as established in Figure LU-06 of City of Stonecrest Comprehensive Plan 2038. Additionally, the proposed rezoning and proposed development are appropriate for the area. While properties to the West of the Subject Property are currently zoned R-100, a number of properties to the immediate East of the Subject Property are zoned RSM. The Subject Property would be well suited being zoned RSM to allow for a 31 single family home community, considering its future land use designation and surrounding properties.

Proposed Building Materials	Hardy siding, wood, stucco, and stone accents
Unit Sizes	1,650 sf
Number of Bedrooms	3 minimum/unit
Will there be a garage for each unit?	Yes, 2 Car Garages
Will units be rear entry, front entry, or a mixture?	Mostly front entry, with some side entry garages
Anticipated List Price	\$270,000 +

This document is submitted both as a Statement of Intent with regard to this Application, a preservation of the Applicant’s constitutional rights, the Rezoning Application Criteria, and the Future Land Use Map Amendment Criteria. A surveyed plat and conceptual site plan of the Subject Property has been filed contemporaneously with the Application, along with other

required materials.

II. REZONING APPLICATION CRITERIA

A. Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan;

The zoning proposal is in conformity with the policy and intent of the comprehensive plan. The rezoning would be in conformity to the comprehensive plan.

Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties;

The zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties. The properties immediately surrounding the Subject Property are zoned R-100 and RSM, and are developed as such. Additionally, all of these properties have a future land use designation of Suburban, which is consistent with the proposed rezoning and development.

B. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;

The Subject Property has no reasonable economic use as currently zoned.

C. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

The zoning proposal will not adversely affect the existing use or usability of adjacent or nearby property. The proposed community will serve as another residential development to enhance the area's housing market.

Whether there are other existing or changing conditions affecting the use and development of the property that provide supporting grounds for either approval or disapproval of the zoning proposal;

The Applicant is not aware of any existing or changing conditions affecting the use and development of the property that provide supporting grounds for either approval or disapproval of the zoning proposal.

D. Whether the zoning proposal will adversely affect historic buildings, sites, districts, or archaeological resources; and

The zoning proposal will not adversely affect historic buildings, sites, district, or archaeological resources.

E. Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

The zoning proposal will not result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

IV. NOTICE OF CONSTITUTIONAL ALLEGATIONS AND PRESERVATION OF APPLICANT'S CONSTITUTIONAL RIGHTS

The portions of the City of Stonecrest Zoning Ordinance, facially and as applied to the Subject Property, which restrict or classify or may restrict or classify the Subject Property so as to prohibit its development as proposed by the Applicant are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States and Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The application of the City of Stonecrest Zoning Ordinance to the Subject Property which restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia.

A refusal by the City of Stonecrest City Council to amend the land use and/or rezone the Subject Property to the classification as requested by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the

Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant to the extent such different conditions would have the effect of further restricting Applicant's utilization of the property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Subject Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth herein above.

A refusal to allow the land use amendment and/or rezoning in questions would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution.

A refusal to allow the land use amendment and/or rezoning in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A Section 36-66/1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted.

The existing land use designation and/or zoning classification on the Subject Property is unconstitutional as it applies to the Subject Property. This notice is being given to comply with the provisions of O.C.G.A. Section 36-11-1 to afford the City an opportunity to revise the Property to a constitutional classification. If action is not taken by the City to rectify this unconstitutional land use designation and/or zoning classification within a reasonable time, the Applicant is hereby placing the City on notice that it may elect to file a claim in the Superior Court of DeKalb demanding just and adequate compensation under Georgia law for the taking of the Subject Property, diminution of value of the Subject Property, attorney's fees and other damages arising out of the unlawful deprivation of the Applicant's property rights.

The portions of the City of Stonecrest Zoning Ordinance, facially and as applied to the Subject Property, which restrict or classify or may restrict or classify the Subject Property so as to prohibit its development as proposed by the Applicant are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States and Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

The application of the City of Stonecrest Zoning Ordinance to the Subject Property which restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution

of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph 1 of the Constitution of the State of Georgia.

A refusal to allow the rezoning in question would be unjustified from a fact-based standpoint and instead would result only from constituent opposition, which would be an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution.

V. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that the simultaneous Future Land Use Amendment Application and Rezoning Application at issue be approved. The Applicant also invites and welcomes any comments from Staff or other officials of the City of Stonecrest so that such recommendations or input might be incorporated as conditions of approval of this Application.

This 2nd day of July, 2021.

Respectfully submitted,



Michèle L. Battle, Esq.
Attorney For Applicant



Environmental Site Analysis

Analyze the impact of the proposed rezoning and provide a written point-by-point response to Points 1 through 3:

1. Conformance to the Comprehensive Plan:

- a. Describe the proposed project and the existing environmental conditions on the site.

The proposal is to rezone from R-100 to RSM for the development of a thirty-one (31) unit single family-detached community. Currently, a large majority of the land is heavily wooded, with a single family-detached home located along Browns Mill Road.

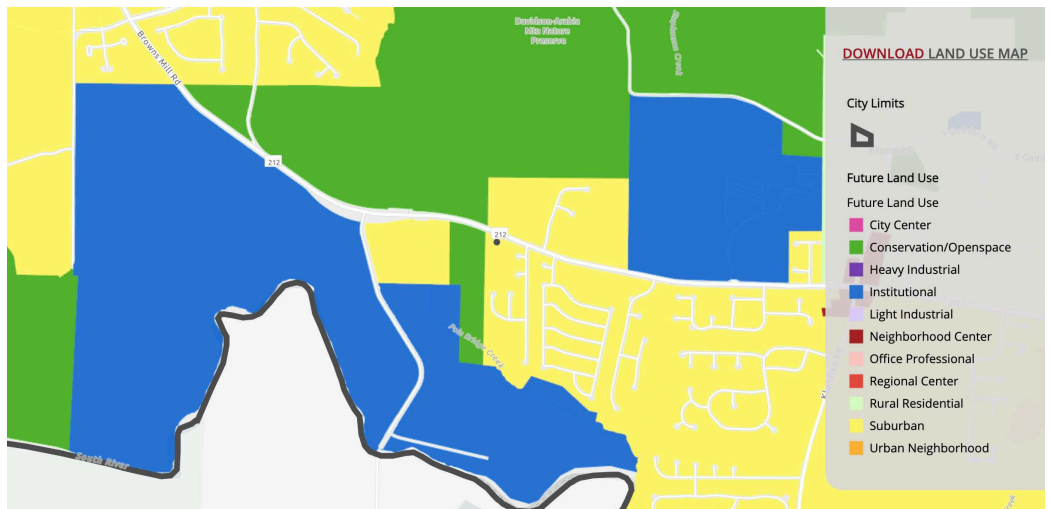
- b. Describe adjacent properties. Include a site plan that depicts the proposed project.

Adjacent properties to the West include heavily wooded areas and Pole Bridge Creek. To the North there are four single family-detached homes. Lastly, to the East and South is a single family-detached community with a single entrance point on Browns Mill Road.

- c. Describe how the project conforms to the Comprehensive Land Use Plan.

The Future Land Use designation of the Subject Property is Suburban. The proposed rezoning to RSM, and proposed thirty-one (31) unit single family-detached community both conform to the Comprehensive Land Use Plan, as they both fall within the Suburban Land Use category.

- d. Include the portion of the Comprehensive Plan Land Use Map which supports the project's conformity to the Plan.





- e. Evaluate the proposed project with respect to the land use suggestion of the Comprehensive Plan as well as any pertinent Plan policies.

The proposed project is in conformance with the land use suggestion of the Comprehensive Plan and pertinent Plan policies. The Plan allows for RSM zoning within the the Suburban Land Use designation. The proposed density is also supported by the Suburban land use designation.

2. Environmental Impacts of The Proposed Project

For each environmental site feature listed below, indicate the presence or absence of that feature on the property. Describe how the proposed project may encroach or adversely affect an environmental site feature. Information on environmental site features may be obtained from the indicated source(s).

a. Wetlands

- U. S. Fish and Wildlife Service, National Wetlands Inventory (<http://wetlands.fws.gov/downloads.htm>)
- Georgia Geologic Survey (404-656-3214)
- Field observation and subsequent wetlands delineation/survey if applicable

To the Applicant's knowledge, there are no wetlands on the property.

b. Floodplain

- Federal Emergency Management Agency (<http://www.fema.org>)
- Field observation and verification

To the Applicant's knowledge, there are no floodplains on the property.

c. Streams/stream buffers

- Field observation and verification

To the Applicant's knowledge, there are no streams on the property, but a stream does traverse near the Northern edge of the property .The stream buffer does not cross over the property.

d. Slopes exceeding 25 percent over a 10-foot rise in elevation

- United States Geologic Survey Topographic Quadrangle Map
- Field observation and verification

To the Applicant's knowledge, there are no slopes exceeding 25% over a 10-foot rise in elevation.

e. Vegetation • United States Department of Agriculture, Nature Resource Conservation Service

- Field observation

The property is heavily wooded.

f. Wildlife Species (including fish)

- United States Fish and Wildlife Service
- Georgia Department of Natural Services, Wildlife Resources Division, Natural Heritage Program
- Field observation

To the Applicant's knowledge, there are no wildlife habitats on the property.



g. Archeological/Historical Sites

- Historic Resources Survey
- Georgia Department of Natural Resources, Historic Preservation Division
- Field observation and verification

To the Applicant's knowledge, there are no archeological/historical sites.

3. Project Implementation Measures

Describe how the project implements each of the measures listed below as applicable. Indicate specific implementation measures required to protect environmental site feature(s) that may be impacted.

- a. Protection of environmentally sensitive areas, i.e., floodplain, slopes exceeding 25 percent, river corridors.

The applicant will do whatever deemed necessary to protect environmentally sensitive areas.

- b. Protection of water quality

The applicant will do whatever deemed necessary to protect water quality.

- c. Minimization of negative impacts on existing infrastructure

The applicant will do whatever deemed necessary to minimize negative impacts on existing infrastructure.

- d. Minimization on archeological/historically significant areas

To the Applicant's knowledge, there are no archeological/historically significant areas on the property.

- e. Minimization of negative impacts on environmentally stressed communities where environmentally stressed communities are defined as communities exposed to a minimum of two environmentally adverse conditions resulting from public and private municipal (e.g., solid waste and wastewater treatment facilities, utilities, airports, and railroads) and industrial (e.g., landfills, quarries and manufacturing facilities) uses.

To the Applicant's knowledge, the community is not an environmentally stressed one.

- f. Creation and preservation of green space and open space

3120 Stonecrest Blvd. • Stonecrest, Georgia 30038 • (770) 224-0200 •



The proposed development will include open/green space for each individual home. With a density of 5.1 units/acre, each home has both a front and back yard for residents to enjoy.

- g. Protection of citizens from the negative impacts of noise and lighting

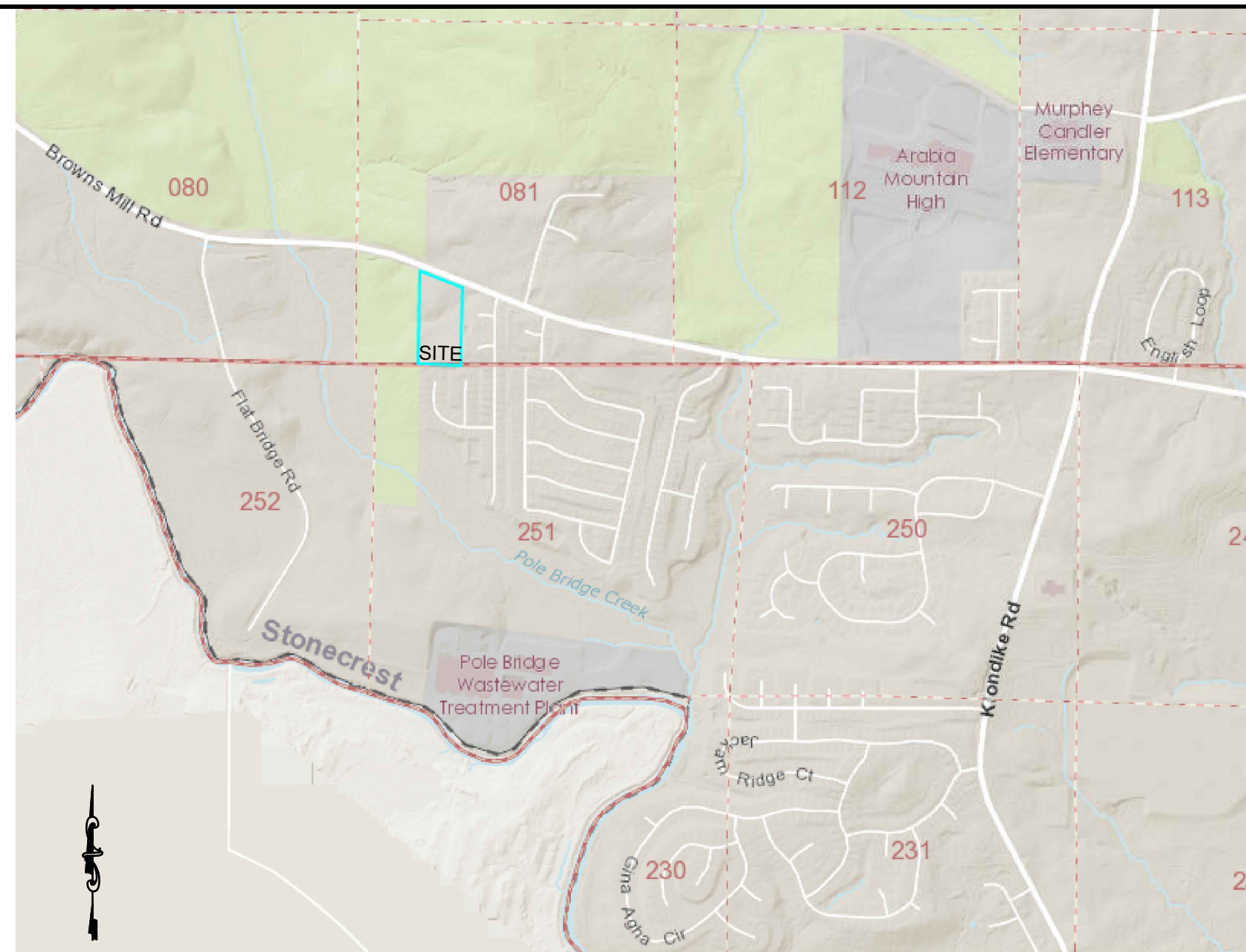
The proposed single family-detached community minimally impact current citizens in terms of noise and lighting.

- h. Protection of parks and recreational green space

To the Applicant's knowledge, the proposed development will not adversely impact existing parks and recreational green space.

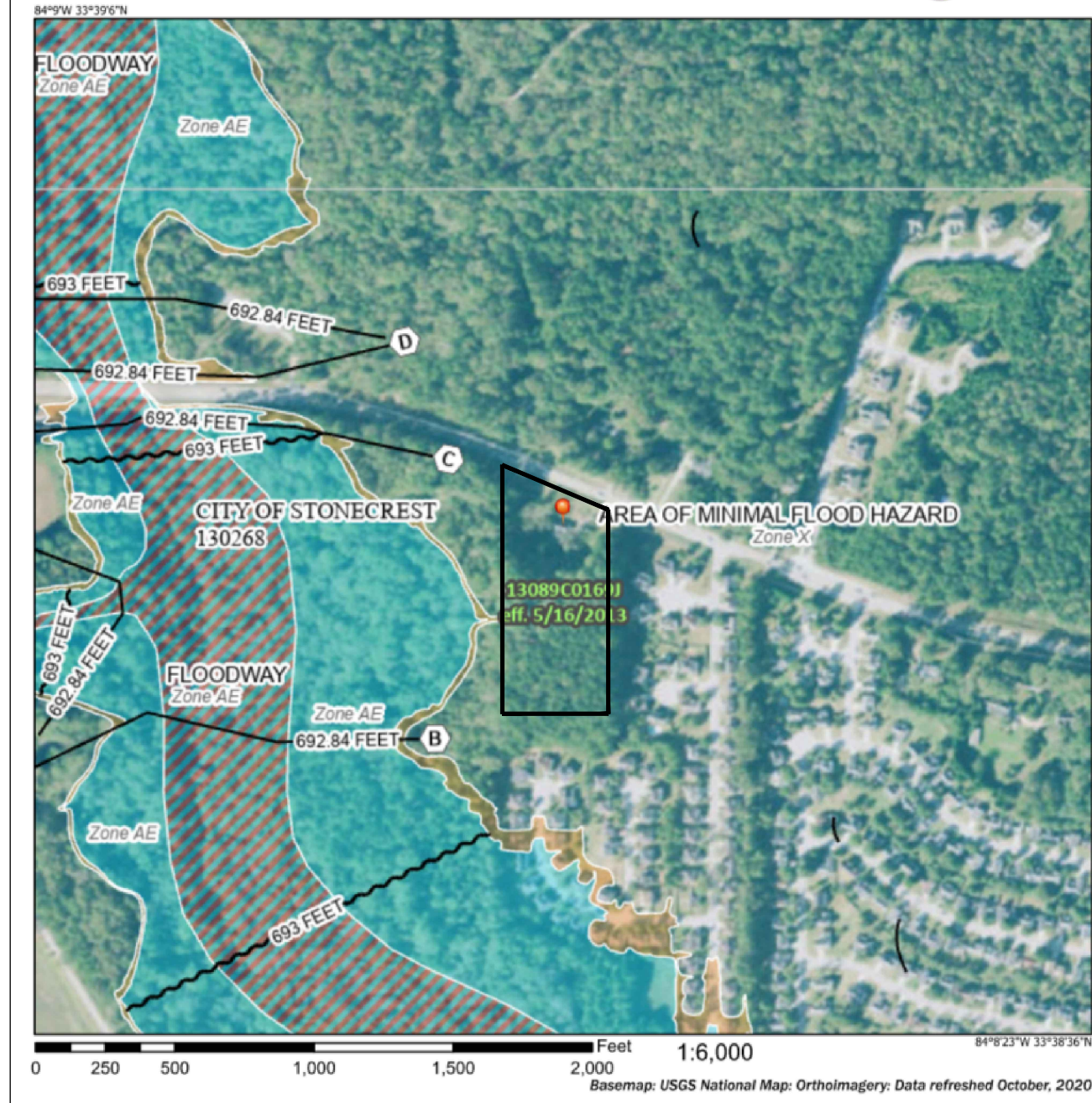
- i. Minimization of impacts to wildlife habitats

To the Applicant's knowledge, there is no nearby wildlife habitats.



VICINITY MAP
N.T.S.

National Flood Hazard Layer FIRMeTte



Legend

SEE FIRM REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
- With BFE or Depth (Zone AE, A1, A2, A3, A4, A5, A6, A9)
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile (Zone F)
- Future Conditions 1% Annual Chance Flood Hazard (Zone F)
- Area with Reduced Flood Risk due to Levee, Sea Walls, Zone X
- Area with Flood Risk due to Levee (Zone X)

OTHER AREAS

- No Screen Area of Minimal Flood Hazard (Zone 0)
- Effective LOMs
- Area of Undetermined Flood Hazard (Zone U)

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Truncated
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Truncated Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

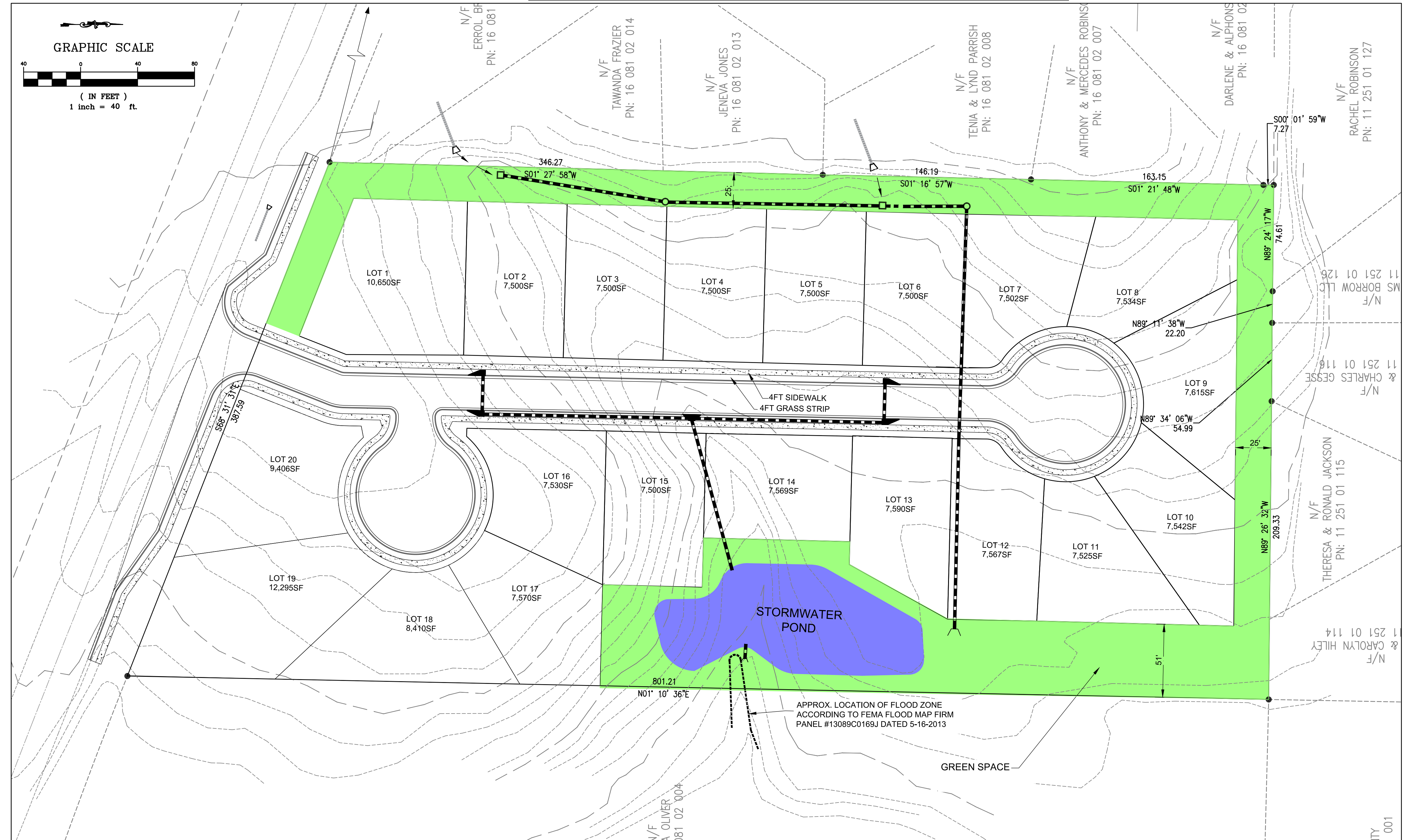
- Digital Data Available
- No Digital Data Available
- Unmapped

The site displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps. If it is not used as described below, the base map shows compliance with FEMA's base map accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was updated on 02/20/2021 at 12:23 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: base map imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



PROPERTY INFORMATION

ADDRESS: 6301 BROWNS MILL ROAD, STONECREST, GA
 PARCEL ID: 16 081 02 004
 CURRENT ZONING: R100
 PROPOSED ZONING: RSM
 LOT SIZE: 6,074C

DEVELOPER
 SEED CAPITAL INVESTMENTS, LLC
 3112 MAIN STREET, SUITE 200
 DULUTH, GA 30096

CONTACT: WAYNE S. MOREHEAD
 TEL: 678-641-2284
 EMAIL: wmorehead@seedcapitalinvestment.com

DEVELOPMENT STANDARDS (RSM ZONING, SINGLE FAMILY DETACHED)

DENSITY:	4 UNITS/AC
LOT AREA:	5,000SF
LOT WIDTH:	50FT
LOT COVERAGE:	50%
FRONT SETBACK:	15FT
SIDE SETBACK - INTERIOR:	3FT (10FT BETWEEN BUILDINGS)
SIDE SETBACK - CORNER LOT:	15FT
REAR SETBACK:	20FT
HEATED AREA:	1,200SF

DEVELOPMENT STANDARDS (ARABIAN MOUNTAINS OVERLAY DISTRICT)

DENSITY:	8 UNITS/AC (of developable land)
LOT AREA:	7,500SF (10,000SF ON PERIPHERY)
LOT WIDTH:	70FT (35FT AT CUL-DE-SAC)
LOT COVERAGE:	50%
FRONT SETBACK:	20FT
SIDE SETBACK:	10FT
REAR SETBACK:	20FT (Not defined, use Stonecrest)
GREEN SPACE: (Sec. 34.9)	30% (65% on contiguous tract)
GREEN SPACE INCLUDES:	1. NATURAL UNDISTURBED AREAS 2. PASSIVE RECREATIONAL AREAS 3. TRAILS AND GREEN WAYS 4. BIKEWAYS AND PATHS 5. MATURE WOODED AREAS

BUFFER REQUIREMENTS:
 EXTERIOR BUFFER INCLUDED IN REQUIRED GREEN SPACE
 NOT INCLUDED AS PART OF PLATTED LOTS
 LOTS LESS THAN 10,000SF: 25FT

DEVELOPMENT SUMMARY

SITE AREA:	6.09AC
UNDEVELOPABLE AREAS:	
STREAMS AND STREAM BUFFERS:	0AC
WETLANDS:	0AC
ROCK OUTCROPPINGS:	0AC
SLOPES STEEPER THAN 2:1:	0AC
ARCHAEOLOGICAL SITES:	0AC
FLOODPLAINS:	0AC
DEDICATED RIGHT-OF-WAY:	1.25AC
TOTAL UNDEVELOPABLE AREAS:	1.25AC
DEVELOPABLE AREAS (6.09 - 1.25):	4.84AC
MAX. NO. OF LOTS @ 8 UNITS/AC:	38 LOTS
NO. OF LOTS:	20
GREEN SPACE:	
REQUIRED (30% x 4.84):	1.45AC
PROVIDED:	1.55AC
STREETS:	
R.O.W. WIDTH:	50FT
ROADWAY WIDTH:	24FT (FOC TO FOC)
PAVEMENT WIDTH:	21FT

CIVITECH CONSULTING, LLC
 4221 GRANT FOREST CIRCLE
 ELLENWOOD, GA 30294
 TEL: 770-756-4699

THE JAMES RETREAT
 6301 BROWNS MILL RD
 STONECREST, GA 30038



DATE:	06/28/2021
SCALE:	As Shown
DESIGNED BY: SMC	CHECKED BY: SMC
DRAWN BY: JL	APPROVED BY: SMC
DRAWING NO.	

PRELIMINARY, NOT ISSUED FOR CONSTRUCTION

Proposed Representative Elevations Mid-Century Modern



PUBLIC PARTICIPATION PLAN

Applicant: WSM Associates, LLC

1. The following individuals (property owners within a minimum of 500 ft of the property), homeowner's associations, political jurisdictions, other public agencies, etc. will be notified

Everyone listed on the mailing list provided by City of Stonecrest Staff

along with all property owners within a minimum of 750 ft of the boundaries of the property.

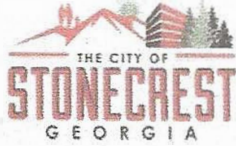
2. The individuals and others listed in 1. above will be notified of the requested rezoning/use permit using the following method(s): (e.g., letters, meeting notices, telephone calls, e-mails, etc.)

Letters will be mailed to all individuals listed in Paragraph 1 above.

3. Individuals and others listed in 1. above will be allowed to participate in the following manner: (At least one meeting at a convenient time and location is required.)

A community meeting will be held via Zoom between the hours of 6pm and 8:30pm on a
a weekday, with the exception of Friday.

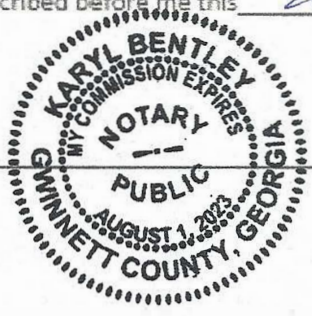
Attach additional sheets as needed.



Applicant/Petitioner Notarized Certification

Petitioner states under oath that: (1) he/she is the executor or Attorney-In-Fact under a Power-of- Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

Applicant / Petitioner	WSM Associates, LLC Signature: <i>Waymen</i>		Date: <i>6/28/21</i>
	Address: 3344 Folly Beach Park		City, State: Lawrenceville, GA Zip: 30044
	Phone: 678-641-2284		
	Sworn to and subscribed before me this _____ day of _____, 20____		
Notary Public:			
Attorney / Agent	Signature: <i>Karyl Bentley</i>		Date: <i>6/28/21</i>
	Address: One West Court Square, Suite 750		City, State: Decatur, GA Zip: 30030
	Phone: 404-601-7616		
	Sworn to and subscribed before me this <i>28th</i> day of <i>June</i> , 20 <i>21</i>		
Notary Public:			





Campaign Disclosure Statement

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the City of Stonecrest City Council or a member of the City of Stonecrest Planning Commission?

Yes No

Applicant / Owner	Signature: <i>Wayne March</i>
	Address: <i>3112 Main St, Ste 200 Dutch GA 30096</i>
	Date: 7/6/2021

If you answered yes above, please complete the following section:


Date	Government Official	Official Position	Description	Amount



Campaign Disclosure Statement

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the City of Stonecrest City Council or a member of the City of Stonecrest Planning Commission?

Yes No

Applicant / Owner	Signature: 
	Address: One West Court Square, Suite 750, Decatur, GA 30030
	Date: 7/6/2021

If you answered yes above, please complete the following section:

Date	Government Official	Official Position	Description	Amount



Property Owner(s) Notarized Certification

The owner and petitioner acknowledge that this Zoning Map Petition application form is correct and complete. By completing this form, all owners of the subject property certify authorization of the filing of the application for zoning amendment, and authorization of an applicant or agent to act on their behalf in the filing of the application including all subsequent application amendments.

Property Owner (If Applicable)	Donna Oliver, as owner		Date: <u>6-28-2021</u>
	Signature:		
	Address: 6301 Browns Mill Road	City, State: Stonecrest, GA	Zip: 30038
	Phone:		
	Sworn to and subscribed before me this <u>28th</u> day of <u>June</u> , 20 <u>21</u>		
	Notary Public:		
	Signature:		Date:
	Address:	City, State:	Zip:
	Phone:		
Property Owner (If Applicable)	Sworn to and subscribed before me this _____ day of _____, 20_____		
	Notary Public:		
	Signature:		Date:
	Address:	City, State:	Zip:
	Phone:		
Property Owner (If Applicable)	Sworn to and subscribed before me this _____ day of _____, 20_____		
	Notary Public:		

Attachment 3: Revised Site Plan for James Retreat, RZ-21-005



CITY COUNCIL AGENDA ITEM

SUBJECT: TMOD-21-007, Private Permitting Review

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: [Click or tap here to enter text.](#)
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: **Text Amendment**
-

ACTION REQUESTED: DECISION DISCUSSION ONLY

Date Submitted: Thursday, October 14, 2021

Current Work Session: [Click or tap to enter a date.](#)

Current Council Meeting: **Monday, October 25, 2021**

Previously Heard Date(s): [Click or tap to enter a date.](#) - [Click or tap to enter a date.](#)

SUBMITTED BY: Jim Summerbell, AICP – Planning & Zoning Director

PRESENTER: **Jim Summerbell**

PURPOSE: To conduct a public hearing and take action on TMOD-21-007, Private Permitting Review

FACTS: Proposed text amendment to the Stonecrest Code of Ordinances, Chapter 7 – Building and Construction. This would include the adoption of the GMA model ordinance for Private Permitting Prequalification for review and inspection. The Planning Commission recommended unanimously to adopt the text amendment.

OPTIONS: Approve, Deny, Defer [Click or tap here to enter text.](#)

RECOMMENDED ACTION: Approval

ATTACHMENTS:

- (1) Attachment 1 - TMOD-21-007 Staff Report
- (2) Attachment 2 - HB493, as signed by the Governor and made effective July 1, 2019
- (3) Attachment 3 - Model GMA Ordinance modified for Stonecrest

Attachment 1, TMOD-21-007: Staff Report to the City Council



PLANNING & ZONING STAFF REPORT

MEETING DATE: October 25, 2021

GENERAL INFORMATION

- Petition Number:** TMOD 21-007*
- Applicant:** Stonecrest Planning and Zoning Department
- Project Location:** City-Wide
- Proposed amendment:** Amendment to the Stonecrest Code of Ordinances, Chapter 7 – Building and Construction. Adoption of the GMA model ordinance for Private Permitting Prequalification for review and inspection.

FACTS AND ISSUES:

Staff is recommending the adoption of the GMA model ordinance for Private Permitting Prequalification for review and inspection. This action is in response to the passage of the Private Permitting Review and Inspection Act during the 2019-2020 Regular Session of the Georgia General Assembly.

Adoption of this model ordinance would bring the City in compliance with the Georgia Private Permitting Review and Inspection Act and would formalize third party review and inspection of permits from a pre-qualified list of inspectors and reviewers, at the cost of the applicant. It would also provide relief from city review and inspection in times when such reviews are deemed to be taking too long.

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDATION: Approval

Attachment 2: HB 493, as signed by the Governor and made effective July 1, 2019

House Bill 493 (AS PASSED HOUSE AND SENATE)

By: Representatives Tanner of the 9th, Harrell of the 106th, Stephens of the 164th, Powell of the 32nd, and Lumsden of the 12th

A BILL TO BE ENTITLED
AN ACT

1 To provide for professional engineers or other professionals to review certain plans related
2 to building and development if certain conditions are met so as to provide for a determination
3 in a timely manner; to amend Chapter 2 of Title 8 of the Official Code of Georgia Annotated,
4 relating to standards and requirements for construction, alteration, etc., of buildings and other
5 structures, so as to provide procedures for alternative plan review, permitting, and inspection
6 by private providers so as to simplify regulations on businesses at the local level; to provide
7 for definitions; to amend Chapter 7 of Title 12 of the Official Code of Georgia Annotated,
8 relating to control of soil erosion and sedimentation, so as to provide that counties and
9 municipalities can contract with qualified personnel to implement land disturbance activity
10 ordinances; to provide for a short title; to provide for related matters; to repeal conflicting
11 laws; and for other purposes.

12 **BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:**

13 **SECTION 1.**

14 This Act shall be known and may be cited as the "Private Permitting Review and Inspection
15 Act."

16 **SECTION 2.**

17 Chapter 2 of Title 8 of the Official Code of Georgia Annotated, relating to standards and
18 requirements for construction, alteration, etc., of buildings and other structures, is amended
19 by revising subsection (g) of Code Section 8-2-26, relating to enforcement of codes
20 generally, employment and training of inspectors, and contracts for administration and
21 enforcement of codes, as follows:

22 ”(g)(1) As used in this subsection, the term:

23 (A) 'Complete application' means a submitted plan, application, or request for
24 inspection that contains all of the information and supporting documentation required
25 by the county or municipality for it to make the determination as to whether the plan,
26 application, or request is in compliance with regulatory requirements.

27 (B) 'Private professional provider' means a professional engineer who holds a
28 certificate of registration issued under Chapter 15 of Title 43 or a professional architect
29 who holds a certificate of registration issued under Chapter 4 of Title 43, who is not an
30 employee of or otherwise affiliated with or financially interested in the person, firm, or
31 corporation engaged in the construction project to be reviewed or inspected.

32 (C) 'Regulatory fee' means payments, whether designated as permit fees, application
33 fees, or by another name, that are required by a local government as an exercise of its
34 police power, its regulation of business, and as a part of or as an aid to regulation of
35 construction related activities under this chapter.

36 (D) 'Regulatory requirements' means the requirements determined by a county or
37 municipality to be necessary for approval of plans, permits, or applications under this
38 chapter; provided, however, that with respect to any application, such requirements
39 shall include the Georgia State Minimum Standard Codes most recently adopted by the
40 Department of Community Affairs and any locally adopted ordinances and amendments
41 to such codes; applicable zoning ordinances and conditions; design standards; and other
42 state and local laws, regulations, and ordinances applicable to the application in
43 question.

44 (2) Each county or municipality which imposes regulatory fees or regulatory
45 requirements within its jurisdiction shall establish and make available a schedule of such
46 regulatory fees and regulatory requirements which shall include a list of all
47 documentation related to compliance with such regulatory requirements, including the
48 requirements necessary for submittal of a complete application. The amount of any
49 regulatory fee shall approximate the reasonable cost of the actual regulatory activity
50 performed by the local government and shall be subject to the provisions of paragraph (6)
51 of Code Section 48-13-5.

52 (3) No later than five business days after receipt of any application related to regulatory
53 requirements, a local building official of a county or municipality shall notify each
54 applicant as to whether the submitted documents meet the requirements of a complete
55 application. Except as otherwise provided in this paragraph, time spent by a county or
56 municipality determining whether an application is complete shall count toward the
57 total 30 days for plan review or inspection. If a local building official determines that the
58 application is not complete, the applicant shall be provided written notice identifying the

59 items that are not complete. The 30 day time period is tolled when the application is
60 rejected as incomplete. If within 30 days after the county or municipality has provided
61 notice that the application is incomplete the permit applicant submits revisions to address
62 the identified deficiencies, the local building official shall have an additional five
63 business days to review the application for completeness.

64 (4) Upon notification to the applicant that a complete application has been accepted, a
65 county or municipality shall also notify each applicant as to whether the personnel
66 employed or contracted by such county or municipality will be able to provide regulatory
67 action within 30 days for plan review or provide inspection services within two business
68 days of receiving a valid written request for inspection.

69 (5) If the county or municipality determines that the personnel employed or contracted
70 by such county or municipality cannot provide regulatory action or inspection services
71 within the time frames required under paragraph (4) of this subsection, the applicant shall
72 have the option of retaining, at its own expense, a private professional provider to provide
73 the required plan review or inspection in accordance with the provisions of this Code
74 section. If the applicant elects to utilize the services of a private professional provider,
75 the regulatory fees associated with such regulatory action shall be reduced by 50 percent
76 and such reduced amount shall be paid to the county or municipality in accordance with
77 such jurisdiction's policies.

78 (6) If the county or municipality determines that the personnel employed or contracted
79 by such county or municipality can provide regulatory action or inspection services
80 within the time frames required under paragraph (4) of this subsection, a convenience fee
81 not to exceed the full amount of the regulatory fees associated with such regulatory action
82 shall be paid to the county or municipality in accordance with such jurisdiction's policies.
83 Upon payment in full of the convenience fees associated with the complete application,
84 the applicant may nevertheless choose to retain, at its own expense, a private professional
85 provider to provide the required plan review or inspection, subject to the requirements set
86 forth in this Code section.

87 ~~(7) If a governing authority of a county or municipality cannot provide review of the~~
88 ~~documents intended to demonstrate that the structure to be built is in compliance with the~~
89 ~~Georgia State Minimum Standard Codes most recently adopted by the Department of~~
90 ~~Community Affairs and any locally adopted ordinances and amendments to such codes~~
91 ~~within 30 business days of receiving a written application for permitting in accordance~~
92 ~~with the code official's plan submittal process or inspection services within two business~~
93 ~~days of receiving a valid written request for inspection, then, in lieu of plan review or~~
94 ~~inspection by personnel employed by such governing authority, any person, firm, or~~
95 ~~corporation engaged in a construction project which requires plan review or inspection~~

96 shall have the option of retaining, at its own expense, a private professional provider to
97 provide the required plan review or inspection. As used in this subsection, the term
98 'private professional provider' means a professional engineer who holds a certificate of
99 registration issued under Chapter 15 of Title 43 or a professional architect who holds a
100 certificate of registration issued under Chapter 4 of Title 43, who is not an employee of
101 or otherwise affiliated with or financially interested in the person, firm, or corporation
102 engaged in the construction project to be reviewed or inspected. The local governing
103 authority shall advise the permit applicant in writing if requested by the applicant at the
104 time the complete submittal application for a permit in accordance with the code official's
105 plan submittal process is received that the local governing authority intends to complete
106 the required plan review within the time prescribed by this paragraph or that the applicant
107 may immediately secure the services of a private professional provider to complete the
108 required plan review pursuant to this subsection. The plan submittal process shall include
109 those procedures and approvals required by the local jurisdiction before plan review can
110 take place. If the local governing authority states its intent to complete the required plan
111 review within the time prescribed by this paragraph, the applicant shall not be authorized
112 to use the services of a private professional provider as provided in this subsection. The
113 permit applicant and the local governing authority may agree by mutual consent to extend
114 the time period prescribed by this paragraph for plan review if the characteristics of the
115 project warrant such an extension. However, ~~if~~ If the local governing authority states its
116 intent to complete the required plan review within the time prescribed by this paragraph
117 (4) of this subsection, or any extension thereof mutually agreed to by the applicant and
118 the governing authority, and does not permit the applicant to use the services of a private
119 professional provider and the local governing authority fails to complete such plan review
120 in the time prescribed by this paragraph (4) of this subsection, or any extension thereof
121 mutually agreed to by the applicant and the governing authority, the local governing
122 authority shall issue the applicant a project initiation permit. The local governing
123 authority shall be allowed to limit the scope of a project initiation permit and limit the
124 areas of the site to which the project initiation permit may apply but shall permit the
125 applicant to begin work on the project, provided that portion of the initial phase of work
126 is compliant with applicable codes, laws, and rules. ~~If a full permit is not issued for the~~
127 ~~portion requested for permitting, then the governing authority shall have an additional 20~~
128 ~~business days to complete the review and issue the full permit.~~ If the plans submitted for
129 permitting are denied for any deficiency, the time frames and process for resubmittal shall
130 be governed by subparagraphs (C) through (E) of paragraph ~~(7)~~ (13) of this subsection.
131 ~~On or before July 1, 2007, the Board of Natural Resources shall adopt rules and~~
132 ~~regulations governing the review of erosion and sedimentation control plans under Part~~

133 ~~9 of Chapter 7 of Title 12 to establish appropriate time frames for the submission and~~
 134 ~~review of revised plan submittals where a deficiency or deficiencies in the submitted~~
 135 ~~plans have been identified by the governing authority. Any delay in the processing of an~~
 136 ~~application that is attributable to a cause outside the control of the county or municipality~~
 137 ~~that is processing the application or through fault of the applicant shall not count toward~~
 138 ~~days for the purposes of this subsection.~~

139 ~~(2)(8)~~ Any plan review or inspection conducted by a private professional provider shall
 140 be no less extensive than plan reviews or inspections conducted by county or municipal
 141 personnel.

142 ~~(3)(9)~~ The person, firm, or corporation retaining a private professional provider to
 143 conduct a plan review or an inspection shall be required to pay to the county or
 144 municipality which requires the plan review or inspection the ~~same~~ regulatory fees and
 145 charges ~~which would have been required had the plan review or inspection been~~
 146 ~~conducted by a county or municipal inspector~~ which are required by either paragraph (5)
 147 or (6) of this subsection, as applicable.

148 ~~(4)(10)~~ A private professional provider performing plan reviews under this subsection
 149 shall review ~~construction~~ plans to determine compliance with ~~the Georgia State Minimum~~
 150 ~~Standard Codes most recently adopted by the Department of Community Affairs and any~~
 151 ~~locally adopted ordinances and amendments to such codes~~ all applicable regulatory
 152 requirements. Upon determining that the plans reviewed comply with the applicable
 153 ~~codes~~ regulatory requirements, such private professional provider shall prepare an
 154 affidavit or affidavits on a form adopted by the Department of Community Affairs
 155 certifying under oath that the following is true and correct to the best of such private
 156 professional provider's knowledge and belief and in accordance with the applicable
 157 professional standard of care:

158 (A) The plans were reviewed by the affiant who is duly authorized to perform plan
 159 review pursuant to this subsection and who holds the appropriate license or
 160 certifications and insurance coverage stipulated in this subsection;

161 (B) The plans comply with ~~the Georgia State Minimum Standard Codes most recently~~
 162 ~~adopted by the Department of Community Affairs and any locally adopted ordinances~~
 163 ~~and amendments to such codes~~ all applicable regulatory requirements; and

164 (C) The plans submitted for plan review are in conformity with plans previously
 165 submitted to obtain governmental approvals required in the plan submittal process and
 166 do not make a change to the project reviewed for such approvals.

167 ~~(5)(11)~~ All private professional providers providing plan review or inspection services
 168 pursuant to this subsection shall secure and maintain insurance coverage for professional
 169 liability (errors and omissions) insurance. The limits of such insurance shall be not less

170 than \$1 million per claim and \$1 million in aggregate coverage for any project with a
 171 construction cost of \$5 million or less and \$2 million per claim and \$2 million in
 172 aggregate coverage for any project with a construction cost of more than \$5 million.
 173 Such insurance may be a practice policy or project-specific coverage. If the insurance
 174 is a practice policy, it shall contain prior acts coverage for the private professional
 175 provider. If the insurance is project-specific, it shall continue in effect for two years
 176 following the issuance of the certificate of final completion for the project. A local
 177 enforcement agency, local building official, or local government may establish, for
 178 private professional providers working within that jurisdiction, a system of registration
 179 listing the private professional providers within their stated areas of competency ~~and~~
 180 ~~verifying~~. The permit applicant shall verify compliance with the insurance requirements
 181 of this ~~subsection~~ paragraph.

182 ~~(6)(12)~~ The private professional provider shall be empowered to perform any plan
 183 review or inspection required by the governing authority of any county or municipality,
 184 including, but not limited to, inspections for footings, foundations, concrete slabs,
 185 framing, electrical, plumbing, heating ventilation and air conditioning (HVAC), or any
 186 and all other inspections necessary or required to determine compliance with all
 187 regulatory requirements and for the issuance of a building permit or certificate of
 188 occupancy by the governing authority of any county or municipality, provided that the
 189 plan review or inspection is within the scope of such private professional provider's area
 190 of competency. Nothing in this Code section shall authorize any private professional
 191 provider to issue a certificate of occupancy. Only a local governing authority shall be
 192 authorized to issue a certificate of occupancy.

193 ~~(7)(A)(13)(A)~~ The permit applicant shall submit a copy of the private professional
 194 provider's plan review report to the county or municipality within five days of its
 195 completion. Such plan review report shall include at a minimum all of the following:

- 196 (i) The affidavit of the private professional provider required pursuant to this
- 197 subsection;
- 198 (ii) The applicable fees; and
- 199 (iii) Any documents required by the local official and any other documents necessary
- 200 to determine that the permit applicant has secured all other governmental approvals
- 201 required by law.

202 (B) No more than 30 ~~business~~ days after receipt of both a permit application and the
 203 affidavit from the private professional provider required pursuant to this subsection, the
 204 local building official shall issue the requested permit or provide written notice to the
 205 permit applicant identifying the specific plan features that do not comply with the
 206 applicable ~~codes~~ regulatory requirements, as well as the specific code chapters and

207 sections of such regulatory requirements. If the local building official does not
 208 provide a written notice of the plan deficiencies within the prescribed 30 day period,
 209 the permit application shall be deemed approved as a matter of law and the permit shall
 210 be issued by the local building official on the next business day.

211 (C) If the local building official provides a written notice of plan deficiencies to the
 212 permit applicant within the prescribed 30 day period, the 30 day period shall be tolled
 213 pending resolution of the matter. To resolve the plan deficiencies, the permit applicant
 214 may elect to dispute the deficiencies pursuant to this subsection or to submit revisions
 215 to correct the deficiencies.

216 (D) If the permit applicant submits revisions to address the plan deficiencies previously
 217 identified, the local building official shall have the remainder of the tolled 30 day
 218 period plus an additional five business days to issue the requested permit or to provide
 219 a second written notice to the permit applicant stating which of the previously identified
 220 plan features remain in noncompliance with the applicable ~~codes~~ regulatory
 221 requirements, with specific reference to the relevant code chapters and sections of such
 222 regulatory requirements. If the local building official does not provide the second
 223 written notice within the prescribed time period, the permit shall be issued by the local
 224 building official on the next business day. In the event that the revisions required to
 225 address the plan deficiencies or any additional revisions submitted by the applicant
 226 require that new governmental approvals be obtained, the applicant shall be required
 227 to obtain such approvals before a new plan report can be submitted.

228 (E) If the local building official provides a second written notice of plan deficiencies
 229 to the permit applicant within the prescribed time period, the permit applicant may elect
 230 to dispute the deficiencies pursuant to this subsection or to submit additional revisions
 231 to correct the deficiencies. For all revisions submitted after the first revision, the local
 232 building official shall have an additional five business days to issue the requested
 233 permit or to provide a written notice to the permit applicant stating which of the
 234 previously identified plan features remain in noncompliance with the applicable ~~codes~~
 235 regulatory requirements, with specific reference to the relevant code chapters and
 236 sections.

237 ~~(8)~~(14) Upon submission by the private professional provider of a copy of his or her
 238 inspection report to the local governing authority, said local governing authority shall be
 239 required to accept the inspection of the private professional provider without the necessity
 240 of further inspection or approval by the inspectors or other personnel employed by the
 241 local governing authority unless said governing authority has notified the private
 242 professional provider, within two business days after the submission of the inspection
 243 report, that it finds the report incomplete or the inspection inadequate and has provided

244 the private professional provider with a written description of the deficiencies and
 245 specific ~~code~~ regulatory requirements that have not been adequately addressed.

246 ~~(9)~~(15) A local governing authority may provide for the prequalification of private
 247 professional providers who may perform plan reviews or inspections pursuant to this
 248 subsection. No ordinance implementing prequalification shall become effective until
 249 notice of the governing authority's intent to require prequalification and the specific
 250 requirements for prequalification have been advertised in the newspaper in which the
 251 sheriff's advertisements for that locality are published, and by any other methods such
 252 local authority ordinarily utilizes for notification of engineering, architecture, or
 253 construction related solicitations. The ordinance implementing prequalification shall
 254 provide for evaluation of the qualifications of a private professional provider only on the
 255 basis of the private professional provider's expertise with respect to the objectives of this
 256 subsection, as demonstrated by the private professional provider's experience, education,
 257 and training. Such ordinance may require a private professional provider to hold
 258 additional certifications, provided that such certifications are required by ordinance for
 259 plan review personnel currently directly employed by such local governing authority.

260 ~~(10)~~(16) Nothing in this subsection shall be construed to limit any public or private right
 261 of action designed to provide protection, rights, or remedies for consumers.

262 ~~(11)~~(17) This subsection shall not apply to hospitals, ambulatory health care centers,
 263 nursing homes, jails, penal institutions, airports, buildings or structures that impact
 264 national or state homeland security, or any building defined as a high-rise building in the
 265 State Minimum Standards Code; provided, however, that interior tenant build-out projects
 266 within high-rise buildings are not exempt from this subsection.

267 ~~(12)~~(18) If the local building official determines that the building construction or plans
 268 do not comply with the applicable ~~codes~~ regulatory requirements, the official may deny
 269 the permit or request for a certificate of occupancy or certificate of completion, as
 270 appropriate, or may issue a stop-work order for the project or any portion thereof as
 271 provided by law, after giving notice to the owner, the architect of record, the engineer of
 272 record, or the contractor of record and by posting a copy of the order on the site of the
 273 project and opportunity to remedy the violation within the time limits set forth in the
 274 notice, if the official determines noncompliance with ~~state or local laws, codes, or~~
 275 ~~ordinances~~ regulatory requirements, provided that:

276 (A) ~~The~~ A local building official shall be available to meet with the private
 277 professional provider within two business days to resolve any dispute after issuing a
 278 stop-work order or providing notice to the applicant denying a permit or request for a
 279 certificate of occupancy or certificate of completion; and

280 (B) If the local building official and the private professional provider are unable to
 281 resolve the dispute or meet within the time required by this Code section, the matter
 282 shall be referred to the local enforcement agency's board of appeals, if one exists, which
 283 shall consider the matter not later than its next scheduled meeting. Any decisions by
 284 the local official, if there is no board of appeals, may be appealed to the Department of
 285 Community Affairs as provided in this chapter. The Department of Community Affairs
 286 shall develop rules and regulations which shall establish reasonable time frames and
 287 fees to carry out the provisions of this paragraph.

288 ~~(13)~~(19) The local government, ~~the~~ a local building official, and local building code
 289 enforcement personnel and agents of the local government shall be immune from liability
 290 to any person or party for any action or inaction by an owner of a building or by a private
 291 professional provider or its duly authorized representative in connection with ~~building~~
 292 ~~code~~ plan review and inspection services by private professional providers as provided
 293 in this subsection.

294 ~~(14)~~(20) No local enforcement agency, local code official, or local government shall
 295 adopt or enforce any rules, procedures, policies, qualifications, or standards more
 296 stringent than those prescribed in this subsection. This subsection shall not preempt any
 297 local laws, rules, or procedures relating to the plan submittal process of local governing
 298 authorities.

299 ~~(15)~~(21) Nothing in this subsection shall limit the authority of ~~the~~ a local code official
 300 to issue a stop-work order for a building project or any portion of such project, which
 301 may go into effect immediately as provided by law, after giving notice and opportunity
 302 to remedy the violation, if the official determines that a condition on the building site
 303 constitutes an immediate threat to public safety and welfare. A ~~stop-work~~ stop-work
 304 order issued for reasons of immediate threat to public safety and welfare shall be
 305 appealable to the local enforcement agency's board of appeals, if one exists, in the manner
 306 provided by applicable law. Any decisions by the local official, if there is no board of
 307 appeals, may be appealed to the Department of Community Affairs as provided in this
 308 chapter.

309 ~~(16)~~(22) When performing ~~building code~~ plan reviews or inspection services, a private
 310 professional provider is subject to the disciplinary guidelines of the applicable
 311 professional licensing board with jurisdiction over such private professional provider's
 312 license or certification under Chapters 4 and 15 of Title 43, as applicable. Any complaint
 313 processing, investigation, and discipline that arise out of a private professional provider's
 314 performance of ~~building code~~ plan reviews or inspection services shall be conducted by
 315 the applicable professional licensing board. Notwithstanding any disciplinary rules of the
 316 applicable professional licensing board with jurisdiction over such private professional

317 provider's license or certification under Chapters 4 and 15 of Title 43, any local building
 318 official may decline to accept ~~building code~~ plan reviews or inspection services submitted
 319 by any private professional provider who has submitted multiple reports which required
 320 revisions due to negligence, noncompliance, or deficiencies.

321 ~~(17)(23)~~ Nothing in this subsection shall apply to inspections exempted in Code Section
 322 8-2-26.1.

323 (24) To the extent that a provision of this Code section conflicts with requirements of
 324 federal laws or regulations or impairs a county's or municipality's receipt of federal funds,
 325 such provision shall not apply."

326 SECTION 3.

327 Chapter 7 of Title 12 of the Official Code of Georgia Annotated, relating to control of soil
 328 erosion and sedimentation, is amended by revising paragraph (1) of subsection (a) and
 329 subsection (c) of Code Section 12-7-8, relating to certification of locality as local issuing
 330 authority, periodic review, procedure for revoking certification, and enforcement actions, as
 331 follows:

332 "(a)(1) If a county or municipality has enacted ordinances which meet or exceed the
 333 standards, requirements, and provisions of this chapter and the state general permit,
 334 except that the standards, requirements, and provisions of the ordinances for monitoring,
 335 reporting, inspections, design standards, turbidity standards, education and training, and
 336 project size thresholds with regard to education and training requirements shall not
 337 exceed the state general permit requirements, and which are enforceable by such county
 338 or municipality, and if a county or municipality documents that it employs or contracts
 339 with qualified personnel to implement enacted ordinances, the director ~~may~~ shall certify
 340 such county or municipality as a local issuing authority for the purposes of this chapter."

341 "(c) The board, on or before December 31, 2003, shall promulgate rules and regulations
 342 setting forth the requirements and standards for certification and the procedures for
 343 decertification of a local issuing authority. The division may periodically review the
 344 actions of counties and municipalities which have been certified as local issuing authorities
 345 pursuant to subsection (a) of this Code section. Such review may include, but shall not be
 346 limited to, review of the administration and enforcement of and compliance with a
 347 governing authority's ordinances and review of conformance with an agreement, if any,
 348 between the district and the governing authority. If such review indicates that the
 349 governing authority of any county or municipality certified pursuant to subsection (a) of
 350 this Code section has not administered, enforced, or complied with its ordinances or has
 351 not conducted the program in accordance with ~~any agreement entered into pursuant to~~
 352 subsection (e) of Code Section 12-7-7, the division shall notify the governing authority of

353 the county or municipality in writing. The governing authority of any county or
354 municipality so notified shall have 90 days within which to take the necessary corrective
355 action to retain certification as a local issuing authority. If the county or municipality does
356 not take necessary corrective action within 90 days after notification by the division, the
357 division shall revoke the certification of the county or municipality as a local issuing
358 authority."

359 **SECTION 4.**

360 All laws and parts of laws in conflict with this Act are repealed.

Attachment 3: Model GMA Ordinance modified for Stonecrest

This model private permitting ordinance for creating a prequalified list of plan review and inspection companies is provided only for general informational purposes and to assist Georgia cities in ensuring that quality of work is not compromised when third-parties are used. The ordinance is not and should not be treated as legal advice. This model ordinance has been developed in response to House Bill 493 from the 2019-2020 legislative session. This model also has numerous provisions which will need to be amended to fill in information in order for the ordinance to have any bearing. You should consult with your legal counsel before drafting or adopting any ordinance and before taking any action based on this model. (April 2020)



Model Ordinance
Private Permitting Prequalification

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF **STONECREST**, GEORGIA TO PROVIDE REQUIREMENTS FOR PREQUALIFICATION OF PRIVATE PERMITTING REVIEW AND INSPECTION; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

Pursuant to O.C.G.A. §8-2-26(g) (hereinafter the "State Act"), the **Procurement Department** shall be authorized to prequalify any private professionals prior to them completing plan review and inspection services for permit applicants who have selected a third-party provider. Private professional providers must be certified professional engineers or certified professional architects who are not engaged in the project seeking the permit. Additional certifications can be required of prequalified private professionals if those same requirements are imposed on the municipal employees completing the plan review or inspection.

Section 1. Definitions

For purposes of this Third-party Inspection Ordinance, the following definitions shall apply unless the context clearly indicates otherwise:

- (a) *Approved Third-party Inspectors and Plans Reviewer List.* A list maintained by the **Procurement Department** comprised of the names of Approved Third-party Inspectors and Plans Reviewers that have complied with the application and renewal requirements of the City and have been approved to perform Third-party Inspections and Plans Review pursuant to this article.
- (b) *Approved Third-party Inspector.* A Registered Professional Engineer or Registered Professional Architect that has complied with the application and renewal requirements of **Stonecrest, Georgia** and has been approved to perform Third-party Inspections pursuant to this article. An Approved Third-party Inspector is intended to constitute a "private professional provider" for the purposes of performing inspections as described in the State Act.
- (c) *Approved Third-party Plans Reviewer.* A Registered Professional Engineer or Registered Professional Architect that has complied with the application and renewal requirements of **Stonecrest, Georgia** and has been approved to perform Third-party Plans Review pursuant to this article. An Approved Third-party Plans Reviewer is intended to constitute a "private professional provider" for the review of reviewing building construction plans as described in the State Act.
- (d) *City.* The City of **Stonecrest, Georgia**.
- (e) *Complete Application.* For purposes of processing applications in compliance with the State Act, an application submitted to **the Procurement Department** shall not be considered complete until all applicable fees have been paid, and all applicable reviewing agencies have received the application and provided any required approvals. For each permit type, **Stonecrest, Georgia** shall establish and publish the requirements of a complete application.
- (f) *Convenience Fees.* Fees established by **Stonecrest, Georgia** to be paid to the **Procurement Department** upon the election by an applicant to use a Third-party Inspector or Third-party Plans Reviewer or despite the **Building Department** otherwise being able to provide inspection and plan review services within the time frames required by the State Act. Such fees shall be the same amount as any Regulatory Fees assessed by **Stonecrest, Georgia** for inspections and plan review services performed by the **Building Department**.
- (g) *Department.* **Building Department** or such other department as may be assigned by the city manager the responsibility of performing inspections and overseeing the third-party inspection and plans review system described herein.
- (h) *Inspection.* The observance of work and the performance of test for certain components and elements to establish conformance with City approved construction documents, building codes and ordinances adopted by City, and the requirements of the state minimum standards as adopted and amended by the Georgia Department of Community Affairs.
- (i) *Inspection Certification.* A written statement signed by an Approved Third-party Inspector or his or her approved Technician, which shall indicate that the item(s) being inspected, in the Approved Third-party Inspector's professional opinion and to the best of their knowledge, complies with City approved construction

documents, building codes and ordinances adopted by City, the requirements of the state minimum standards as adopted and amended by the Georgia Department of Community Affairs, and any other applicable inspections that are typically performed by Inspectors employed by City.

- (j) *Inspection Field Report.* A written report prepared by an Approved Third-party Inspector or a Technician working under the direct supervision of an Approved Third-party Inspector describing the work conducted and findings of an inspection performed by an Approved Third-party Inspector or a Technician working under the direct supervision of an Approved Third-party Inspector.
- (k) *Plans Review Affidavit.* A written affidavit on a form adopted by the Georgia Department of Community Affairs that is completed and signed under oath by an Approved Third-party Plans Reviewer, which shall indicate the plans which have been reviewed for the purpose of a building permit for the application in question, in the Approved Third-party Plans Reviewer's professional opinion and to the best of their knowledge, complies with the regulatory requirements as designated by City, including the Georgia State Minimum Standard Codes most recently adopted by the Department of Community Affairs and any locally adopted ordinances and amendments to such codes, applicable zoning ordinances and conditions, design standards, and any other applicable laws and regulations that would otherwise be required of staff employed by the City.
- (l) *Registered Professional Architect.* An individual that holds a certificate of registration issued under O.C.G.A. § 43-4-1 et seq.
- (m) *Registered Professional Engineer.* An individual that holds a certificate of registration issued under O.C.G.A. § 43-15-1 et seq.
- (n) *Regulatory Fees.* All fees established by the City to be paid to the City for any regulatory action, inspection services, or plan review services as provided by the State Act and this Article.
- (o) *Technician.* An individual who performs inspections under the direct supervision of an Approved Third-party Inspector.
- (p) *Third-party Inspection and Plans Review Program.* The rules and procedures described in this Third-party Inspection and Plans Review Ordinance.
- (q) *Third-party Plans Review.* Plans review performed in conformance with this program by Approved Third-party Plans Reviewers.
- (r) *Third-party Inspection.* Inspection performed in conformance with this program by Approved Third-party Inspectors.

Section 2. Third-party Inspection and Plans Review Program

- (a) The Department will establish and maintain an Approved Third-party List from whom the Department will accept Third-party Inspections and Third-party Plans Reviews in accordance with this Third-party Inspection and Plans Review Ordinance.
- (b) In full compliance with the requirements of the State Act, City shall allow owners, developers, and contractors to submit Inspection Certifications by Approved Third-party Inspectors and Plans Review Affidavits by Approved Third-party Plans

Reviewers in order to satisfy certain inspection and plans review requirements.

- (c) The Department will only consider Inspection Certifications and Plans Review Affidavits from parties listed on the Approved Third-party List. City makes no representation concerning the Approved Third-party Inspectors and Approved Third-party Plans Reviewers other than that they have submitted evidence showing that they have met the minimum criteria necessary to qualify for the Third-party Inspection and Plans Review Program described herein.
- (d) In order for an Inspection Certification or Plans Review Affidavit to be accepted by the Department for a particular project, an Approved Third-party Inspector or Approved Third-party Plans Reviewer must be independent of and must not be an employee of or otherwise affiliated with or financially interested in the person, firm or corporation engaged in the construction project to be reviewed or inspected.
- (e) The person, firm or corporation retaining an Approved Third-party Inspector or Approved Third-party Plans Reviewer to conduct an inspection or plans review shall be required to pay to City the same Regulatory Fees and charges which would have been required had the inspection or plans review been conducted by a City inspector or plans reviewer. Should the Department determine that it cannot conduct a particular inspection or plans review in a time as determined by the State Act, the applicable Regulatory Fees shall be reduced by fifty percent (50%). Should the Department determine that it can conduct a particular inspection or plans review in a time as determined by the State Act, a Convenience Fee shall be paid to the City. Upon payment in full of the Convenience Fees associated with the complete application, the applicant may nevertheless choose to retain, at its own expense, an Approved Third-party Inspector or Approved Third-party Plans Reviewer to provide the required inspection or plan review, subject to the requirements set forth in this Article. Any Fees or Convenience Fees paid to the City are nonrefundable.
- (f) All other fees and costs related to the performance of the Third-party Inspections or Third-party Plans Review are matters solely between the Approved Third-party Inspector or Approved Third-party Plans Reviewer and the person, firm, or corporation engaging the Approved Third-party Inspector or Approved Third-party Plans Reviewer.
- (g) Notwithstanding the submission of an Inspection Certification or Plans Review Affidavit, the Department retains the authority to make all code interpretations and to monitor the quality of all Third-party Inspections and Third-party Plans Reviews and nothing in this article shall be construed as authorizing any Approved Third-party Inspector or Approved Third-party Plans Reviewer to issue a Certificate of Occupancy.
- (h) The Department will follow all applicable procedures set forth in the State Act for all inspections and plans reviews. For purposes of processing applications in compliance with the State Act, an application submitted to the Department shall not be considered complete until all applicable fees have been paid, and all applicable reviewing agencies have received the application and provided any required approvals.

Section 3. Inspections types

- (a) The Department will, at a minimum, accept Third-party Inspections in compliance with the State Act for any construction inspections required by the City Code of Ordinances. A comprehensive list of the various inspections types, their allowed timing and other related details are established by Department policy. This document is available from the Department and is published on the City website.
- (b) Approved Third-party Inspectors shall be authorized to conduct any inspection required by the City necessary or required to determine compliance with all regulatory requirements and for the issuance of a building permit or certificate of occupancy, provided that the inspection being performed is within the scope of the Approved Third-party Inspector's area of competency. However, nothing in this article shall be construed as authorizing Third-party Inspections for compliance with state or local fire safety standards or erosion control standards.

Section 4. Approved Third-party Inspector requirements and qualifications

- (a) Individuals desiring to be placed on the Approved Third-party Inspectors and Plans Reviewer List as an Approved Third-party Inspector must submit an initial application along with an application fee as established by the City to the Department. Those individuals that are placed on the Approved Third-party Inspectors List must submit a renewal form every **three years**. Individuals that do not timely submit a renewal form shall be removed from the Approved Third-party Inspectors List.
- (b) In order to qualify as an Approved Third-party Inspector, an individual must:
 - (1) Be employed by or be a partner in an engineering or architect firm, in full compliance with City Code of Ordinances, including current occupational tax and registration required thereunder;
 - (2) Be a Registered Professional Engineer or a Registered Professional Architect as defined in this article;
 - (3) Otherwise be in good standing with all pertinent certification and professional accreditation boards;
 - (4) Possess and maintain minimum insurance as described herein; and
 - (5) Demonstrate relevant experience of at least one (1) year.
- (c) An individual shall not be qualified to be placed on the Approved Third-party List if he or she has had his or her authority to issue third-party Inspection Certifications in any other jurisdictions revoked. If an individual previously qualified to be on the Approved Third-party List and subsequently has his or her authority to issue third-party Inspection Certifications revoked, the individual shall automatically be removed from the Approved Third-party List.

- (d) An Approved Third-party Inspector may not submit an Inspection Certification if the Approved Third-party Inspector is an officer or employee of the owner, developer, contractor or other party or if the Approved Third-party Inspector is employed by or a partner in a firm that is affiliated with or financially interested in the owner, developer, contractor or other party on whose behalf the Inspection Certification is submitted.
- (e) Technicians may perform inspections under the supervision of an Approved Third-party Inspector provided that the technician has satisfied any specific requirements as may be designated by the City building official if those same requirements are imposed on the municipal employees completing the plan review or inspection.
- (f) Technicians performing inspections under the supervision of an Approved Third-party Inspector shall be a certified International Code Council (ICC) Inspector or equivalent if those same requirements are imposed on the municipal employees completing the plan review or inspection
- (g) Approved Third-party Inspectors shall obtain and maintain the following minimum insurance coverages and provisions, evidence of which shall be submitted to the Department with the initial application and each calendar year thereafter.
 - (1) All private professional providers providing inspection services pursuant to this subsection shall secure and maintain insurance coverage for professional liability (errors and omissions) insurance. The limits of such insurance shall be not less than \$1 million per claim and \$1 million in aggregate coverage for any project with a construction cost of \$5 million or less and \$2 million per claim and \$2 million in aggregate coverage for any project with a construction cost of more than \$5 million. Such insurance may be a practice policy or project-specific coverage. If the insurance is a practice policy, it shall contain prior acts coverage for the private professional provider. If the insurance is project-specific, it shall continue in effect for two years following the issuance of the certificate of final completion for the project. The permit applicant shall verify compliance with the insurance requirements of this paragraph. The cancellation provision shall provide for 30 days notice of cancellation.
 - (2) City, Georgia, its officers, officials, employees and representatives shall be named as additional insureds on the required insurance policies for all insurance coverages including but not limited to General Liability, Auto Liability, Employers Liability and Umbrella/Excess coverage, except that additional insured status shall not be required for Professional Liability and Workers Compensation coverages.
 - (3) The required insurance coverage shall be provided by an insurance company at all material times licensed to do business by, and in good standing with, the Georgia Department of Insurance.
 - (4) Approved Third-party Inspectors shall maintain the minimum insurance coverage as required above at all times during which they are listed as Approved Third-party Inspectors. Approved Third-party Inspectors shall provide the Department with evidence of minimum insurance coverages and provisions on an annual basis prior to the expiration of any policy or coverage and upon request by the Department. Should any insurance coverage or information change, the Approved Third-party Inspector shall provide written notice of any such change to the City within ten (10) business days. If at any

time an Approved Third-party Inspector fails to maintain the required insurance coverage, the Department may remove them from the Approved Third-party List.

- (h) Suspension of Technicians and Approved Third-party Inspectors:
 An individual who performs inspections under this article, whether a Technician or an individual Approved Third-party Inspector, shall be subject to suspension from the Approved Third-party List, and from submitting Inspection Field Reports and Inspection Certifications for the following infractions:
- (1) Providing inspections without appropriate license or certification.
 - (2) Providing inspection services prior to issuance of a valid building permit.
 - (3) Failing to identify any noncompliance with any applicable code, as amended, (including, but not limited to) the International Building Code, International Mechanical Code, International Energy Conservation Code, and Life Safety Code, as determined in the sole good faith discretion of the Chief Building Official of the City. However, it is the express intent of the City not to impose sanctions on an individual under this Article for failing to identify multiple instances of noncompliance in one inspection such as that each such failure constitutes an individual and separate infraction. Rather, multiple failures contained in a single inspection under this paragraph shall be treated as a single infraction.
 - (4) Authorizing any deviation from the approved permit.
 - (5) Falsifying reports.
 - (6) Unauthorized employee performing inspections.
 - (7) Performing unauthorized types of inspections.
 - (8) Inspections passed with hold on project or under stop work order.
 - (9) Failure to identify noncompliance with any applicable code not captured in subsection (3) above, upon identification of such failure by the City on multiple occasions, as determined in the sole good faith discretion of the Chief Building Official of the City.
- (i) Suspension for submitting Inspection Field Reports and Inspection Certifications for infractions by a Technician or individual Approved Third-party Inspector shall be progressive based on the number of infractions in the previous 12-month period. For any combination of infractions within a 12-month period, the following actions and suspensions against a Technician or individual Approved Third-party Inspector shall be assessed:

First Infraction	Warning Letter
Second Infraction	30-Day suspension from eligibility to perform inspections and submit Inspection Field Reports and Inspection Certifications
Third Infraction	90-Day suspension from eligibility to perform inspections and submit Inspection Field Reports and Inspection Certifications

Fourth Infraction	1-Year suspension from eligibility to perform inspections and submit Inspection Field Reports and Inspection Certifications
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- (j) An Approved Third-party Inspector shall be subject to progressive action based on the number of infractions in the previous 24-month period by individuals performing inspections, including the individual Approved Third-party Inspector or any one or more Technicians acting under the supervision of the Approved Third-party Inspector (which shall include Technicians serving as employees, independent contractors, agents, etc.). Violations under this paragraph shall accrue upon every third infraction by an individual contemplated in paragraph (h) above, and shall subject Approved Third-Party Inspectors to the following actions and suspensions for any combination of infractions within a 24-month period:

First Violation (upon third individual infraction)	Written Letter of Reprimand
Second Violation (upon sixth individual infraction)	30-Day suspension from Approved Third-Party Inspector and Plans Reviewer List
Third Violation (upon ninth individual Infraction)	90-Day suspension from Approved Third-Party Inspector and Plans Reviewer List
Fourth Violation (upon twelfth individual infraction)	1-Year suspension from Approved Third-Party Inspector and Plans Reviewer List

The City shall send written notice to the Approved Third-party Inspector for each infraction as contemplated in paragraph (i) above, the purpose of which shall be to inform the Approved Third-party Inspector of the number of infractions accruing under paragraph (i), to put the Approved Third-party Inspector on notice of possible violations under this paragraph (j), and so the Approved Third-party Inspector has the opportunity to take any remedial action necessary to prevent future infractions and/or violations.

- (k) Notwithstanding any other provision of this Article, in the event a Technician or individual Approved Third-party Inspector is found to have falsified a report or where life safety issues were not identified, the progressive actions and suspensions of this Article may, in the discretion of the City, be bypassed with an immediate suspension and/or disqualification imposed.
- (l) Appeal of suspensions and/or disqualifications shall be processed through the [City Council](#).

Section 5. Procedures for conducting Third-Party Inspections

- (a) An Approved Third-party Inspector shall not suggest, direct, or authorize any deviation from approved construction documents without first obtaining approval from the Department.
- (b) The following procedures shall apply to all Third-party Inspections:
 - (1) **The most recent process and procedure as established by the Building Department.**
- (c) The Department shall have a right of entry to any premises inspected by an Approved Third-party Inspector or Technician to ensure compliance with this Article and the State Act.

Section 6. Approved Third-party Plans Reviewer requirements and qualifications

- (a) Individuals wishing to be placed on the Approved Third-party List as an Approved Plans Reviewer must submit an initial application along with an [application fee – if an application fee is required by municipality] as established by the City to the Department.
- (b) In order to qualify as an Approved Third-party Plans Reviewer, an individual must:
 - (1) Be, or be a partner in or employed by, an engineering or architect firm, in full compliance with City, Georgia Code of Ordinances, including current occupational tax and registration required thereunder;
 - (2) Be a Registered Professional Engineer or Registered Professional Architect as defined in this article;
 - (3) Otherwise be in good standing with all pertinent certification and professional accreditation boards;
 - (4) Possess and maintain minimum insurance as described herein; and
 - (5) Demonstrate relevant experience of at least one (1) year.
- (c) An individual shall not be qualified to be placed on the Approved Third-party List if he or she has had his or her authority to issue third-party Plans Review Affidavits in any other jurisdictions revoked. If an individual previously qualified to be on the Approved Third-party List and subsequently has his or her authority to issue third-party Plans Review Affidavits revoked, the individual shall be removed from the Approved Third-party Inspectors and Plans Reviewer List.
- (d) An Approved Third-party Plans Reviewer may not submit a Plans Review Affidavit if the Approved Third-party Plans Reviewer is an officer or employee of the owner, developer, contractor or other party or if the Approved Third-party Plans Reviewer is employed by or a partner in a firm that is affiliated with or financially interested in the owner, developer, contractor or other party on whose behalf the Plans Review Affidavit is submitted.
- (e) All private professional providers providing plan review services pursuant to this subsection shall secure and maintain insurance coverage for professional liability (errors and omissions) insurance. The limits of such insurance shall be not less than \$1 million per claim and \$1 million in aggregate coverage for any project with a construction cost of \$5 million or less and \$2 million per claim and \$2 million in aggregate coverage for any project with a construction cost of more than \$5 million.

Such insurance may be a practice policy or project-specific coverage. If the insurance is a practice policy, it shall contain prior acts coverage for the private professional provider. If the insurance is project-specific, it shall continue in effect for two years following the issuance of the certificate of final completion for the project. The permit applicant shall verify compliance with the insurance requirements of this paragraph. The cancellation provision shall provide for 30 days notice of cancellation.

- (f) City, Georgia, its officers, officials, employees and representatives shall be named as additional insureds on the required insurance policies for all insurance coverages including but not limited to General Liability, Auto Liability, Employers Liability and Umbrella/Excess coverage, except that additional insured status shall not be required for Professional Liability and Workers Compensation coverages.
- (g) The required insurance coverage shall be provided by an insurance company at all material times licensed to do business by, and in good standing with, the Georgia Department of Insurance.
- (h) Approved Third-party Plan Reviewers shall maintain the minimum insurance coverage as required above at all times during which they are listed as Approved Third-party Plan Reviewers. Approved Third-party Plan Reviewers shall provide the Department with evidence of minimum insurance coverages and provisions on an annual basis prior to the expiration of any policy or coverage and upon request by the Department. Should any insurance coverage or information change, the Approved Third-party Plan Reviewer shall provide written notice of any such change to the City within ten (10) business days. If at any time an Approved Third-party Plan Reviewer fails to maintain the required insurance coverage, the Department may remove them from the Approved Third-party List.
- (i) Suspension of Approved Third-party Plans Reviewers:

An individual who performs plans review under this article shall be subject to suspension from the Approved Third-party List, and from submitting Plans Review Affidavits for the following infractions:

- (1) Providing plans reviews without appropriate license or certification.
- (2) Failing to identify any noncompliance with any applicable code, as amended, (including, but not limited to), the International Building Code, International Mechanical Code, International Energy Conservation Code, and Life Safety Code as determined in the sole good faith discretion of the Chief Building Official of the City. However, it is the express intent of the City not to impose sanctions on an individual under this Article for failing to identify multiple instances of noncompliance in one inspection such as that each such failure constitutes an individual and separate infraction. Rather, multiple failures contained in a single inspection under this paragraph shall be treated as a single infraction.
- (3) Falsifying Plans Review.
- (4) Performing unauthorized types of plan reviews.

- (j) Suspension for submitting Plans Review Affidavits for infractions by an Approved Third-party Plans Reviewer shall be progressive based on the number of infractions in the previous 12-month period. For any combination of infractions within a 12-month period, the following actions and suspensions against an Approved Third-party Plans Reviewer shall be assessed:

First Infraction	Written Letter of Reprimand
Second Infraction	30-Day suspension from Approved Third-Party Inspector and Plans Reviewer List
Third Infraction	90-Day suspension from Approved Third-Party Inspector and Plans Reviewer List
Fourth Infraction	1-Year suspension from Approved Third-Party Inspector and Plans Reviewer List

The City shall send written notice to the Approved Third-party Plans Reviewer for each infraction as contemplated in paragraph (j) above, the purpose of which shall be to inform the Approved Third-party Plans Reviewer of the number of infractions accruing under paragraph (j) and so the Approved Third-party Plans Reviewer has the opportunity to take any corrective action necessary to prevent future infractions.

- (k) Notwithstanding any other provision of this Article, in the event an Approved Third-party Plans Reviewer is found to have falsified Plans Review Affidavits or where life safety issues were not identified, progressive actions and suspensions of this Article may, in the discretion of the City, be bypassed with an immediate suspension and/or disqualification imposed.
- (l) Appeal of suspensions and/or disqualifications shall be processed through the [City Council](#).

Section 7. Procedures for conducting Third-party Plan Reviews

- (a) Any plan review conducted by an Approved Third-party Plans Reviewer shall be no less extensive than plan reviews conducted by City personnel.
- (b) The following procedures shall apply to all Third-party Plans Review:
- (1) The most recent process and procedure as established by the Building Department.

Section 8. Appeals

- (a) If the local building official and the private professional provider are unable to resolve a dispute or meet within the time required by the State Act, the matter shall be referred to the board of appeals.
- (b) The board of appeals shall be a quasi-judicial board of the city and shall hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by the city manager in the enforcement of the State Act.
- (c) *Membership/residency.* The board of appeals shall consist of three regular members, and two alternate members, appointed by the mayor. The members shall serve for overlapping terms of three years. The chair shall be elected by the board from its membership. The board shall adopt rules in accordance with the provisions of this ordinance for the conduct of its affairs. Members shall have been continuous residents, property owners or business owners within the city for not less than six months prior to appointment. Members shall have either professional or academic credentials and experience that will serve to assist them in their duties as a member of the board of appeals.
- (d) *Appeals, hearings, and notice.* All questions arising in connection with the interpretation and enforcement of this Code shall first be presented to the city manager, and that such questions shall be presented to the board of appeals only on appeal from the decision of the city manager, and that from the decision of the board of appeals, recourse shall be as provided by state law. The city manager shall forthwith transmit to the board all papers constituting the record upon which the action appealed from was taken.
- (e) Appeals to these regulations may be taken to the board of appeals by the local building official, the private professional provider, or the owner of the subject building.
- (f) An appeal stays all legal proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the board of appeals, after the notice of appeal shall have been filed with the officer, that by reason of facts stated in the certificate a stay would, in the officer's opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the board or by a court of record on application, on notices to the officer from whom the appeal is taken, and on due cause shown.
- (g) The board shall fix a reasonable time for the hearing of the appeal or other matter referred to it, and give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing any party may appear in person, or by agent, or by attorney.
- (h) Nothing in this subsection shall limit the authority of the a local code official to issue a stop-work order for a building project or any portion of such project, which may go into effect immediately as provided by law, after giving notice and opportunity to remedy the violation, if the official determines that a condition on the building site constitutes an immediate threat to public safety and welfare.

SECTION 9

Except as provided otherwise herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 10

This ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

SECTION 11

This ordinance shall become effective immediately upon its adoption by the Mayor and Council of the City of Stonecrest, Georgia.

SO ORDAINED this _____ day of _____, 20____.

CITY OF **STONECREST, GEORGIA**

By: _____

Mayor

ATTEST: _____



CITY COUNCIL AGENDA ITEM

SUBJECT: TMOD-21-008, Administration

AGENDA SECTION: *(check all that apply)*

PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: [Click or tap here to enter text.](#)

CATEGORY: *(check all that apply)*

ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: **Text Amendment**

ACTION REQUESTED: DECISION DISCUSSION ONLY

Date Submitted: Thursday, October 14, 2021

Current Work Session: [Click or tap to enter a date.](#)

Current Council Meeting: **Monday, October 25, 2021**

Previously Heard Date(s): [Click or tap to enter a date.](#) - [Click or tap to enter a date.](#)

SUBMITTED BY: Jim Summerbell, AICP – Planning & Zoning Director

PRESENTER: Jim Summerbell

PURPOSE: To conduct a public hearing and take action on TMOD-21-008, Administration

FACTS: See staff report.

OPTIONS: Approve, Deny, Defer [Click or tap here to enter text.](#)

RECOMMENDED ACTION: Approval

ATTACHMENTS:

- (1) Attachment 1 - TMOD-21-008 Staff Report
- (2) Attachment 2 - Proposed changes to Article 7 - Administration

Attachment 1, TMOD-21-008 - Staff report to the City Council



PLANNING & ZONING STAFF REPORT

MEETING DATE: October 25, 2021

GENERAL INFORMATION

- Petition Number:** TMOD 21-008
- Applicant:** Stonecrest Planning and Zoning Department
- Project Location:** City-Wide
- Proposed amendment:** Amendments to Stonecrest Zoning Ordinance, Chapter 27 Article 7 – Administration regarding application procedures, training requirements for commission and board members, and public notification of the rezoning and building activity.

FACTS AND ISSUES:

The draft Zoning Ordinance presented to the City Council in March 2020 and prepared by The Collaborative Firm, included amendments to application procedures and two new provisions related to public notification. These amendments were later presented to the City Council with some modifications on August 13, 2021 at their Special Called Work Session, and some minor modifications were made based on feedback.

STAFF RECOMMENDation: Approval

PLANNING COMMISSION RECOMMENDation: Deferral to the City Council, and to consider a provision of stipends for board and commission members. These additional provision are included in the track changes version of the code.

Attachment 2, TMOD-21-008, Proposed changes to Article 7, Administration

Attachment 1: Proposed Changes to Article 7 – Administration

ARTICLE 7. - ADMINISTRATION

Sec. 7.1.2. – Governing Bodies

B. Training and Education of Boards and Commissions

1. Members of the Planning Commission and Zoning Board of Appeals shall attend by the 365th day of their term of appointment or re-appointment one (1) or more courses, seminars, or other opportunities of training and education on matters pertaining to the operations, activities, or duties of their respective board or commission (Sec 2.6.17.b).

2. Education and training opportunities include, but are not limited to, any organized training or educational activities that in the opinion of the Planning and Zoning Director are relevant to the activities, operations, and duties of said board or commission. (Sec. 2.6.17.e)

C. Stipends for Board and Commission Members

1. Board and Commission members may receive stipend for meetings attended, if such a stipend is approved by the City Council as part of the Annual Budget.
2. Stipends will be for an amount set by the City Council as part of the budget process and will be administered by the City’s Finance Director.
3. The secretary of each board and commission will report on member attendance monthly to the Finance Director to determine which members are eligible to receive a stipend.

Sec. 7.2.2. - Applications.

B. *Processing of said applications.* The processing of said applications shall be based upon an annual calendar adopted by the city council. This calendar shall be made available to the public in the offices of the planning department.

1. The director of planning shall be authorized to establish application submittal requirements necessary to obtain sufficient information to allow for a compliance review of the application as well as forms and instructions for each application type or petition.

~~2- Any application that is found to be incomplete during the review for completeness shall be rejected from processing and returned to the applicant. Return of the rejected application shall constitute notice of the rejection to the applicant.~~

2. No application shall be processed by the planning and zoning director unless it complies with the procedural requirements of this division and is found to be a complete application.

Sec. 7.2.4. - Public hearings.

C. *Zoning decisions, appeals to the zoning board of appeals, variances, extensions of special land use permits, and major modifications of conditions initiated by a party other than the city.* For any zoning

decision, appeal to the zoning board of appeals, variance, extension of special land use permits, or major modification of conditions initiated by a party other than the city, notice of the public hearing shall be provided as follows:

1. Written notice of each public hearing shall state the nature of the proposed change, and the date, time, and place of the public hearing before either the planning commission, zoning board of appeals or the city council and shall be mailed by first class mail by the director of planning to all owners of property within ~~250 feet~~ one thousand (1000) of the boundaries adjoining the subject property, as such property owners are listed on the records of DeKalb tax commissioner, at least 15 days and not more than 45 days prior to said public hearing.
-

Sec. 7.2.5 Community Impact Notification

A. Applicability

1. Any development or building project with an aggregate of 12,000 square feet or more of new buildings or a site consisting of two acres or more must meet the Community Impact Notification requirements.
- ~~1.2.~~ This includes any development or building project with an aggregate of 12,000 square feet of construction, or other similar work requiring a building permit within the next 24 months.

B. Requirements

1. Council notification. The Chief Building Official shall provide notification to the pertinent district councilmember.
2. Posted notice. Applicant shall place one or more signs in a conspicuous location on the property. At least one sign shall be posted along each street on which the subject property has frontage. One additional sign shall be posted for each additional 500 feet of frontage. Each sign shall contain the location and nature of the proposed project and web address to access and view plans.
3. Written notice. Written notice shall be mailed by first class mail by the Applicant to all owners of property within 1,000 feet of the boundaries of the subject property. The notice shall state the location and nature of the proposed project.



CITY COUNCIL AGENDA ITEM

SUBJECT: Decorum Resolution

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Click or tap to enter a date.

SUBMITTED BY: Janice Allen Jackson, Acting City Manager and Winston Denmark, City Attorney

PRESENTER: Janice Allen Jackson and Winston Denmark

PURPOSE: The purpose of this item is to establish conduct and decorum guidelines for all elected and appointed officials within the City of Stonecrest.

FACTS: The City Council seeks to establish policy to ensure that all elected and appointed officials, while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of City government.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve

ATTACHMENTS:

(1) Attachment 1 - Stonecrest Decorum Resolution

**STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST**

RESOLUTION NO. _____

1 **A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF**
2 **STONECREST, GEORGIA ADOPTING CONDUCT AND DECORUM GUIDELINES**
3 **FOR ELECTED AND APPOINTED CITY OFFICIALS; TO PROVIDE AN EFFECTIVE**
4 **DATE; AND FOR OTHER LAWFUL PURPOSES.**

5
6 **WHEREAS,** the City of Stonecrest, Georgia (the “City”) is a municipal corporation created
7 under the laws of the State of Georgia; and

8
9 **WHEREAS,** the duly elected governing authority of the City is the Mayor and Council thereof;
10 and

11
12 **WHEREAS,** the City Council desires to adopt decorum guidelines to ensure that all elected and
13 appointed officials, while exercising their office, conduct themselves in a manner
14 that will instill public confidence and trust in the fair operation and integrity of City
15 government; and

16
17 **WHEREAS,** the City Council finds that it is within the best interests of the City and the public
18 to adopt such standards by which all current and future members of Stonecrest
19 leadership interact with each other and the public at large.

20
21 **THEREFORE, BE IT AND IT IS HEREBY RESOLVED** by the Mayor and City Council of
22 the City of Stonecrest, Georgia that the Conduct Guidelines of Decorum for Elected and Appointed
23 Officials attached hereto as EXHIBIT A and incorporated herein, are hereby adopted.

24
25 **BE IT FURTHER RESOLVED** that said Guidelines shall be applicable to all current and future
26 elected and appointed City officials, unless otherwise amended by the City Council via resolution.

27
28 **BE IT FURTHER RESOLVED** that the effective date of this Resolution shall be the date of its
29 adoption unless otherwise stated herein.

30
31 **BE IT FURTHER RESOLVED** that all resolutions and parts of resolutions in conflict herewith
32 are hereby expressly repealed to the extent of the conflict only.

33
34
35 **SO RESOLVED, this ____ day of _____ 2021.**

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37
38 **CITY OF STONECREST, GEORGIA**

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41 _____
42 **JASON LARY, Mayor**
43
44

**STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST**

RESOLUTION NO. _____

45

46 **ATTEST:**

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49 _____

50 City Clerk

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53 **APPROVED AS TO FORM:**

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56 _____

57 City Attorney

EXHIBIT A

**Conduct And Decorum Guidelines for
Elected And Appointed Officials
City Of Stonecrest**

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1. **Elected and Appointed Officials' Conduct with Each Other in Public Meetings**

Elected and appointed officials are community leaders from a wide variety of backgrounds, with diverse personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office to protect and enhance the present and future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

- (a) **Respect the role of chair while maintaining order.** It is the responsibility of the chair to conduct meetings in an orderly and effective manner. All members present at a public meeting have a duty to respect the role of chair and provide the support needed for the furtherance of matters on the agenda for each meeting. In the event of a discrepancy with an agenda item or an action taken by the chair, members at the meeting shall address their concerns in a polite and rational way, following procedures outlined in parliamentary procedure.
- (b) **Practice civility and decorum in discussions and debate.** It is the duty of elected and appointed officials to ask and answer difficult questions, challenge positions, take and receive criticism and offer up healthy debate. However, during the course of discussion and debate it is not accepted or tolerated for any member to provide crude, inappropriate, vulgar or offensive comments.
- (c) **Avoid personal comments that could offend other members.** A "Point of Personal Privilege" should be used by a member active in a public meeting to challenge remarks made by another member that they find personally offensive. Members are encouraged to share feedback in private.
- (d) **Demonstrate effective problem-solving approaches.** It's the responsibility of members to work together to find common ground and seek a compromise that benefits the community, regardless of their varying points of view. Meeting decorum is governed by the behavior of members.

2. **Elected and Appointed Officials' Conduct with the Public in Public Meetings**

It is the responsibility of elected and appointed officials to make constituents feel welcome to participate in each public forum. No signs of partiality, prejudice or disrespect should exist to members of the public. Every effort should be made to be fair and impartial in listening to public testimony.

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- (a) **Listening to the public.** Listen to public speakers and be responsive to their concerns and comments exercising an appropriate level of care.
- (b) **Speaking limits.** Adhere to public meeting laws to govern time and of individual speakers. The chair will announce and moderate the limits on speakers at the start of each public meeting.
- (c) **Practice active listening.** Members attending public meetings shall provide the appropriate level of attentiveness towards speakers, presenters and fellow members. They should be conscious of facial expressions, avoiding the urge to look disinterested, sleepy, angry or bored. Members will always be polite and respectful and focus on taking next steps to address the issue at hand.
- (d) **Maintain an open mind.** Elected and appointed officials should maintain an open mind and remain receptive to ideas and opinions of the public.
- (e) **Ask for clarification but avoid debate and argument with the public.** Only the chair, not individual members, can interrupt a speaker during a presentation. Members can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.
- (f) **Non-partisan comments and actions.** Elected and appointed officials serve in roles that are non-partisan in nature. As such, any comment, action or direction given by councilmembers while serving in their official capacities as City leaders should not reflect views of a partisan opinion. Views made by councilmembers should be in line with goals and objectives of their roles as public officials serving the City and its constituents. The City Charter will act as a guide to understanding the overall needs of the City. Partisan political comments or opinions can and should always be expressed as a private citizen away from sanctioned City of Stonecrest meetings and events.
- (g) **Be Respectful of Colleagues' time and City Staff.** Members of City Council and appointed officials will be respectful of their colleagues' time and efforts needed to efficiently prepare materials in advance of all meetings.

3. **Elected and Appointed Officials' Conduct with City Staff**

The governance of a City relies on the cooperative efforts of elected officials who set policy, appointed officials who advise the elected, and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- 143 (a) **Treat all staff as professionals.** All City staff should be treated with dignity and respect.
144 Poor behavior towards staff is not acceptable.
145
- 146 (b) **Never publicly criticize or ridicule a City employee.** Elected and appointed officials
147 should never express concerns about the performance of a City employee in public, to the
148 employee directly, or to the employee's manager. Comments about staff performance
149 should only be made to the City Manager through private correspondence or conversation.
150 Appointed officials should make their comments regarding staff to the City Manager or the
151 Mayor.
152
- 153 (c) **Do not get involved in administrative functions.** Elected and appointed officials acting
154 in their individual capacity must not attempt to influence City staff on the making of
155 appointments, awarding of contracts, selecting of consultants, processing of development
156 applications, or granting of City licenses and permits.
157
- 158 (d) **Do not solicit political support from staff.** Elected and appointed officials should not
159 solicit any form of political support (financial contributions, display of posters or lawn
160 signs, name on support list, etc.) from City staff. City staff have a constitutional right as
161 private citizens to support political candidates, they may do so, but all forms of support
162 must be done away from the workplace.
163
- 164 (e) **No Attorney-Client Relationship.** Members shall not seek to establish an attorney-client
165 relationship with the City Attorney, including his or her staff and attorneys contracted to
166 work on behalf of the City, for matters outside of the scope of said members' official duties.
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168 4. **Council Conduct with Boards, Committees and Commissions**
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170 The City has established several Boards, Committees and Commissions as a means of gathering
171 more community input. Citizens who serve on Boards, Committees and Commissions become
172 more involved in government and serve as advisors to the City Council. They are a valuable
173 resource to the City's leadership and should be treated with appreciation and respect.
174

- 175 (a) **Attendance at Board, Committee and Commission meetings.** Elected and appointed
176 officials are a welcomed presence at city board, committee or commission meetings of
177 which they are non-members. While attending, the opinions expressed by such officials are
178 their own and not a representation of the feelings of the City Council or the official's
179 respective board, committee, or commission as a whole. Officials should be careful that
180 their participation is not viewed as unfairly influencing the process.
181
- 182 (b) **Limit contact with Board, Committee and Commission members to questions of**
183 **clarification.** It is inappropriate for an elected or appointed official to contact a member of
184 a board, committee or commission, of which they are non-members, to lobby on behalf of
185 an individual, business, or developer, and vice versa. It is acceptable for elected or
186 appointed officials to contact such board, committee or commission members in order to
187 clarify a position taken by the board, committee or commission.

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(c) Respect that Boards, Committees and Commissions serve the community, not individual Councilmembers or Elected Officials. The City Council appoints individuals to serve on boards, committees and commissions, and it is the responsibility of boards, committees and commissions to follow policy established by the City Council. But board, committee and commission members do not report to individual councilmembers, nor should councilmembers feel they have the power or right to threaten board, committee and commission members with removal if they disagree about an issue. Appointment and re-appointment to a board, committee or commission membership should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A board, committee or commission appointment should not be used as a political "reward."

(d) Be respectful of diverse opinions. Boards, committees and commissions are established to provide a complete outlook on the subject matter, manner and activities of a particular body. Councilmembers may have a closer working relationship with some individuals serving on boards, committees and commissions, but must be fair and respectful of all citizens serving on boards, committees and commissions.

(e) Keep political support away from public forums. During a public forum or while conducting official duties board, committee and commission members may not offer political support to a Councilmember.

(f) Communicate accurately and be timely with administrative responsibilities. All elected and appointed officials will strive to communicate in terms that accurately reflect the issues they are addressing; and will timely and accurately submit required administrative reports (expense reports, campaign finance reports, etc.).



CITY COUNCIL AGENDA ITEM

SUBJECT: FY2022 Recommended budget

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Budget presentation
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, October 25, 2021

SUBMITTED BY: Janice Allen Jackson, Acting City Manager

PRESENTER: Janice Allen Jackson; Gia Scruggs, Finance Director

PURPOSE: Presentation of Recommended budget

FACTS: Click or tap here to enter text.

OPTIONS: Discussion only Click or tap here to enter text.

RECOMMENDED ACTION: Click or tap here to enter text.

ATTACHMENTS:

- (1) Attachment 1 - Budget Transmittal Letter
- (2) Attachment 2 – Proposed Budget Document
- (3) Attachment 3 – Operating Priorities
- (4) Attachment 4 – Capital Priorities



October 21, 2021

City Council
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, GA 30038

Dear City Council,

Attached is proposed fiscal year 2022 (FY22) Annual Budget for the City of Stonecrest that will be presented to Council on Monday, October 25, 2021. We recommend this budget based upon your desire to be a "World Class City." I firmly believe our goal should be to identify and exercise best management practices to reach that status, and this budget places us a step closer as we transition from a contract model to largely in-house services.

Based upon the priorities you identified, the notable changes from FY21 are as follows:

REVENUE

The City's major funding sources are general property taxes, franchise fees, and business taxes, namely the insurance premium tax and business licenses. Frankly, I have some concerns about the sustainability of these revenue sources that I will discuss in further detail during Monday's meeting.

To ensure that we receive all funds we are due, the Finance Department will continue to review returns submitted by business and other establishments that are required to submit revenue to the City of Stonecrest and take the appropriate action for revenue recovery. In conjunction with the selected SPLOST Management/Capital Program management vendor, the Finance Department will look for additional grant funding and other revenue.

EXPENSES

Mayor-Council Budget

Mayor and Council salaries will remain at the current level. An Internal Audit department has been added to the FY22 budget as the approved vendor (Elliott Davis, LLC) continues to develop a three (3) year strategic audit plan. The City Council will have an opportunity to determine if it

wants to continue with the contractual services or to hire a full-time Internal Auditor. In previous years, the expenses for film activities were included under the Mayor's budget, however this was moved back to Economic Development. This includes all filming activities: Marketing, permitting and programs. Under this proposed budget, the Mayor and Council now have different expenditure lines for education and training, travel expense and district expenses

City Clerk

The City is actively recruiting for a permanent City Clerk. Under this proposed budget, this department will increase in personnel by the addition of two administrative support staff that assist the Mayor and Council, provide support for the increasing number of committees and Council meetings, and ensure proper document management.

City Manager

The City Manager's office will reflect what we have done since May 2021, specifically, an Executive Assistant to provide administrative support, and a Deputy City Manager and Assistant to the City Manager/Office Manager to assist with day-to-day operations. In FY2022, the Deputy City Manager will oversee contractual services for engineering and SPLOST/Capital management, as well as serve as second in command for the entire organization. The Assistant to the City Manager will play a significant role in process improvement and quality control.

Human Resources Department – The City is actively recruiting for its first permanent Human Resource Director, necessitated by our transition to in-house services. As a result, the City of Stonecrest will have its own employees for the first time, and a Human Resources Department with a staff of two Employees – Human Resources Director and Human Resources Analyst. This department will be responsible for attracting, recruiting, on-boarding, training, and developing the City of Stonecrest's workforce. This department will continue its efforts to develop competitive compensation and benefit plans to allow the City of Stonecrest to hire the best available employees.

Public Works > Engineering

The Public Works naming convention has been replaced with Engineering to more accurately reflect the services we provide as DeKalb County continues to provide public works. The expenses for contract Engineering, SPLOST/Capital management, augmentation of DeKalb County services, and a public works study have been recorded in this department

Public Safety

\$25,000 has been budgeted in this department to provide resources for further study of the pros and cons of Stonecrest establishing our own police department.

Community and Cultural Affairs

This department was dissolved in 2021 so there is no funding included under the Community and Cultural Affairs department. The special events that were covered under this department were moved to the Parks budget under City Events.

Business Development

This department was dissolved in 2021 so there is funding included in the FY22 Budget.

Parks > Leisure Services

All City events will be budgeted out of the newly proposed Leisure Services and Special Events Department, which will provide traditional parks and recreation services, as well as activities and special events designed to create a sense of community among our residents. All current Parks staff will remain, and the City will begin recruitment for a Director for this reorganized department.

Communications

The City will soon be recruiting for a Communications and Technology Director that will be responsible for the City's Communication and Information Technology needs and promote transparency. This department will also add staff – an Information Technology Manager to oversee the IT Services contract, and a Community Engagement Coordinator to create opportunities for our residents to engage with us and to ensure that they know as much as possible about our operations.

The FY22 budget includes funding for an economic development masterplan. This plan will guide the City in identifying and prioritizing projects that will have the potential for a sustainable economic impact. This plan will also set economic development goals and development of a strategy to attain them.

Legal Services

During the FY21 budget process, you discussed studying ways to reduce legal expenses. We have followed up by initiating discussions with Fincher Denmark about practices we can employ to cut our costs while also taking advantage of the historical knowledge their firm has about our organization. We have agreed to a monthly flat rate for routine legal services, as well as a lawyer at City Hall for eight hours per week. We believe these and other procedural changes will result in efficiencies and reduced costs.

SPLOST/Capital Improvement Plan (CIP)

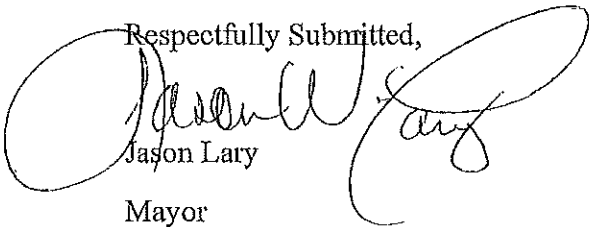
SPLOST/Capital Program management and paving of roads remain top priorities for the Mayor and Council, the Acting City Manager and Finance Director will evaluate financing options to support Capital projects such as road paving, sidewalks, and other capital project needs. The City will be seeking an outside vendor to perform SPLOST/Capital management. Mayor, Council, and city staff will continue to work together to present to the public a 5-year comprehensive plan that will include recommendations from the Comprehensive Study 2038, Transportation Plan,

and the Parks and Recreation Masterplan as a guide. This will be an ongoing effort. The City's Financial Oversight and SPLOST committees will continue to look at the City's proposed Capital projects and make recommendations for the priority and funding of these projects.

Conclusion

The budget presented is focused on our residents, the priorities you have identified and ranked, and staff's professional judgement about the best ways to address your priorities and needs. One of the largest challenges of this budget was projecting our human resource allocation needs while building the Stonecrest Standard for the service delivery. Staff will watch service delivery and organizational issues during the first two quarters of FY22, and monitor the need for changes that could require shifts in resources through mid-year budget adjustments. While remaining fiscally responsible, we are not able to include every item presented, however, we will continue to review governmental operations, service delivery and processes and procedures to ensure that we are being good stewards of financial resources as we strive to be a "World Class City!"

Respectfully Submitted,

A large, stylized handwritten signature in black ink, appearing to read "Jason Lary".

Jason Lary

Mayor

Janice Allen Jackson

Oct 22, 2021

Janice Allen Jackson

Acting City Manager






20211022165925842

Final Audit Report

2021-10-22

Created:	2021-10-22
By:	Marla Greene (mgreene@stonecrestga.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWCs51vwhElcSIQaJE4Zj2kLp2BMSCMx-

"20211022165925842" History

-  Document created by Marla Greene (mgreene@stonecrestga.gov)
2021-10-22 - 8:57:39 PM GMT- IP address: 69.180.52.149
-  Document emailed to Janice Allen Jackson (jallenjackson@stonecrestga.gov) for signature
2021-10-22 - 8:58:32 PM GMT
-  Email viewed by Janice Allen Jackson (jallenjackson@stonecrestga.gov)
2021-10-22 - 8:59:00 PM GMT- IP address: 3.239.45.78
-  Document e-signed by Janice Allen Jackson (jallenjackson@stonecrestga.gov)
Signature Date: 2021-10-22 - 8:59:36 PM GMT - Time Source: server- IP address: 104.191.52.89
-  Agreement completed.
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2022

PROPOSED BUDGET



Fiscal Year 2022

January 1, 2022 - December 31, 2022

	FY 2020 Actuals	FY 2021 Actuals	FY 2021 Budget	FY 2022 Proposed
FY 2022 GENERAL FUND BUDGET SUMMARY				
031 TAXES	\$ 9,295,917	\$ 2,244,428	\$ 11,149,325	\$ 9,829,250
032 LICENSES & FEES	4,305,243	2,810,184	1,976,900	3,335,000
033 INTERGOVERNMENTAL REVENUES	562,496	497,475	497,500	
034 GENERAL GOVERNMENT	6,814	47,797	12,100	30,000
035 FINES AND FORFEITURES		18,733		
036 INTEREST REVENUES	184	506	400	500
037 CON/DON FROM PRIVATE SOURCES		306		
038 MISC REVENUE	3,474			
039 OTHER FINANCING SOURCES	353,669		339,000	551,250
Total General Fund Revenues	14,527,797	5,619,429	13,975,225	13,746,000
010 ADMINISTRATIVE SERVICE	4,007,745	3,545,688	6,547,819	8,313,175
050 COURT	61,821	69,137		364,801
060 LEISURE SERVICES	1,709,387	971,431	3,164,205	2,707,214
070 PLANNING & ZONING	556,139	479,961	653,013	658,659
072 BUSINESS DEVELOPMENT	209,171	92,469	289,980	
073 COMMUNITY & CULTURAL AFFAIRS	152,843	116,514	203,000	
080 CODE ENFORCEMENT	968,660	834,943	1,102,463	750,033
090 BUILDING	925,937	809,226	1,018,745	952,118
093 OTHER FINANCING USES		215,000	990,800	
Total General Fund Expenditures	\$ 8,591,703	\$ 7,134,369	\$ 13,970,025	\$ 13,746,000

	FY 2020 Actuals	FY 2021 Actuals	FY 2021 Budget	FY 2022 Proposed
FY 2022 HOTEL MOTEL FUND SUMMARY				
031 TAXES	\$ (589,449)	\$ (641,660)	\$ 565,000	\$ 980,000
Total Hotel Motel Fund Revenues	(589,449)	(641,660)	565,000	980,000
075 ECONOMIC DEVELOPMENT	589,449	261,196	565,000	980,000
Total Hotel Motel Fund Expenditures	\$ 589,449	\$ 261,196	\$ 565,000	\$ 980,000

	FY 2020 Actuals	FY 2021 Actuals	FY 2021 Budget	FY 2022 Proposed
FY 2022 SPLOST FUND BUDGET SUMMARY				
033 INTERGOVTL REVENUES SPLOST	\$ 7,423,276	\$ 6,541,864	\$ 6,980,000	\$ 8,000,000
033 INTERGOVTL REVENUES LMIG			497,500	548,000
036 INTEREST REVENUES	2,887	2,982	2,800	2,500
Total SPLOST Fund Revenues	7,426,163	6,544,846	7,480,300	8,550,500
010 ADMINISTRATIVE SERVICE	4,310,725	4,413,557	10,750,000	8,550,500
Total SPLOST Fund Expenditures	\$ 4,310,725	\$ 4,413,557	\$ 10,750,000	\$ 8,550,500

	FY 2020 Actuals	FY 2021 Actuals	FY 2021 Budget	FY 2022 Proposed
FY 2022 MUNICIPAL COURT FUND BUDGET SUMMARY				
035 FINES AND FORFEITURES	\$ 20,893		\$ 12,400	\$ 28,000
Total Municipal Court Fund Revenues	20,893		12,400	28,000
050 COURT			98,100	28,000
Total Municipal Court Fund Expenditures			\$ 98,100	\$ 28,000

General Fund Detail



	FY 2020 Actuals	FY 2021 Actuals	FY 2021 Budget	FY 2022 Proposed
100 - General Fund Revenue Detail				
031 TAXES				
03110 GENERAL PROPERTY TAX				
31100 REAL PROPERTY-CURRENT YEAR	\$ 1,422,125	\$ 259,178	\$ 2,111,225	\$ 1,873,000
31110 PUBLIC UTILITY TAX			30,400	
31200 REAL PROPERTY-PRIOR YEAR		37,169	120,000	50,000
31301 PERSONAL PROPERTY-CURRENT YEAR	321,854	23,577	357,100	300,000
31310 MOTOR VEHICLE TAX		6,860	12,400	12,400
31315 TITLE AD VALOREM TAX	955,961	1,011,455	887,300	975,000
31325 HEAVY EQUIPMENT TAX			100	
31340 INTANGIBLE TAX REVENUE		1,517		2,500
31360 REAL ESTATE TRANSFER TAX	241	94		250
31400 PERSONAL PROPERTY- PRIOR YEAR		46,069	26,000	50,000
32451 PEN & INT ON DELINQ PROP TAX	5,142	3,290		10,000
03110 TOTAL GENERAL PROPERTY TAX	2,705,323	1,389,209	3,544,525	3,273,150
03111 FRANCHISE FEES				
31371 ATL GAS LIGHT (SOUTHERN CO.)	341,035	278,089	300,000	300,000
31372 SSEMC	422,038		324,800	350,000
31373 COMCAST	519,268	370,754	509,300	500,000
31374 AT&T	179,200	77,151	183,700	150,000
31375 GEORGIA POWER	978,811		1,000,000	975,000
31376 FUEL GEORGIA/CENNAT		9		100
03111 TOTAL FRANCHISE FEES	2,440,352	726,003	2,317,800	2,275,100
03140 SELECTIVE SALES AND USE TAX				
34200 ALCOHOLIC BEVERAGE EXCISE TAX	62,259	35,015	32,400	46,000
34300 LOCAL OPTION MIXED DRINK	55,785	73,161	76,800	125,000
03140 TOTAL SELECTIVE SALES AND USE TAX	118,044	108,176	109,200	171,000
03160 BUSINESS TAXES				
31610 BUSINESS & OCCUPATION TAXES		19,939	1,387,800	
31620 INSURANCE PREMIUM TAX	4,032,198		3,790,000	4,100,000
31630 FINANCIAL INSTITUTIONS TAXES				10,000
32410 BUSINESS LICENSE PENALTY		844		
32440 INTEREST ON BUSINESS LICENSES		257		
03160 TOTAL BUSINESS TAXES	4,032,198	21,040	5,177,800	4,110,000
031 TOTAL TAXES	9,295,917	2,244,428	11,149,325	9,829,250
032 LICENSES & FEES				
03210 BUSINESS LICENSE				
32110 ALCOHOLIC BEVERAGES CY	148,575	81,275	127,100	100,000
32120 GEN BUSINESS LICENSE CY	1,421,856	1,364,605		1,500,000
03210 TOTAL BUSINESS LICENSE	1,570,431	1,445,880	127,100	1,600,000
03220 LICENSES & PERMITS				
32200 BUILDING PERMITS	2,688,862	1,341,013	1,800,000	1,700,000
32202 DEVELOPMENT PERMITS	35,040	12,718	44,100	25,000
32205 ZONING APPLICATIONS	10,910	10,573	5,700	10,000
03220 TOTAL LICENSES & PERMITS	2,734,812	1,364,304	1,849,800	1,735,000
032 TOTAL LICENSES & FEES	4,305,243	2,810,184	1,976,900	3,335,000
033 INTERGOVERNMENTAL REVENUES				
03430 STATE GOVERNMENT GRANTS				
33430 STATE GRANT CAPITAL-LMIG	562,496	497,475	497,500	
033 TOTAL INTERGOVERNMENTAL REVENUES	562,496	497,475	497,500	

	FY 2020 Actuals	FY 2021 Actuals	FY 2021 Budget	FY 2022 Proposed
100 - General Fund Revenue Detail				
034 GENERAL GOVERNMENT				
03400 GENERAL GOVERNMENT				
34110 COURT COSTS, FEES, CHARGES		820		
34118 NOTARY FEE				
34119 OTHER FEES		7,000		10,000
34120 FILM PERMITTING	5,714	21,852	7,500	10,000
34720 ACTIVITY FEES		13,625		10,000
34750 PROGRAM FEES	1,100		4,600	
03400 TOTAL GENERAL GOVERNMENT	6,814	43,297	12,100	30,000
03900 OTHER CHARGES FOR SVCS				
31910 ELECTION QUALIFYING FEE		4,500		
03900 TOTAL OTHER CHARGES FOR SVCS		4,500		
034 TOTAL GENERAL GOVERNMENT	6,814	47,797	12,100	30,000
035 FINES AND FORFEITURES				
03510 FINES AND FORFEITURES				
35100 MUNICIPAL COURT		18,733		
035 TOTAL FINES AND FORFEITURES		18,733		
036 INTEREST REVENUES				
03610 INTEREST REVENUES				
36100 INTEREST	184	506	400	500
036 TOTAL INTEREST REVENUES	184	506	400	500
037 CON/DON FROM PRIVATE SOURCES				
03710 CONTRIBUTIONS/DONATIONS				
37100 GENERAL CITY		306		
037 TOTAL CON/DON FROM PRIVATE SOURCES		306		
038 MISC REVENUE				
03800 MISC REVENUE				
38900 OTHER MISC REVENUE	3,474			
038 TOTAL MISC REVENUE	3,474			
039 OTHER FINANCING SOURCES				
03910 OTHER FINANCING SOURCES				
39120 TRANSFER FROM HOTEL	353,669		339,000	551,250
039 TOTAL OTHER FINANCING SOURCES	353,669		339,000	551,250
Total General Fund Revenues	\$ 14,527,797	\$ 5,619,429	\$ 13,975,225	\$ 13,746,000

FY 2020 Actuals

FY 2021 Actuals

FY 2021 Budget

FY 2022 Proposed

100 - General Fund Expenditures Detail**010 ADMINISTRATIVE SERVICE**

05110 MAYOR & CITY COUNCIL

	FY 2020 Actuals	FY 2021 Actuals	FY 2021 Budget	FY 2022 Proposed
51110 REGULAR SALARIES	\$ 96,250	\$ 71,250	\$ 95,000	\$ 95,000
51200 FICA/MEDICARE	7,763	5,451	8,275	7,268
51210 GROUP INSURANCE			30,000	79,378
51240 RETIREMENT			3,000	14,250
51260 UNEMPLOYMENT EXPENSE				2,565
51270 WORKERS COMP			2,000	1,026
52105 UNIFORMS			1,000	1,000
52120 PROFESSIONAL SERVICES	32,982	10,475	135,000	25,000
52134 FILM MARKETING			30,000	
52136 FILM PERMITTING			5,000	
52137 FILM PROGRAMS			20,000	
52352 TRAVEL-DISTRICT 1		1,186	1,000	3,000
52353 TRAVEL-DISTRICT 2		1,057	1,000	3,000
52354 TRAVEL-DISTRICT 3		731	1,000	3,000
52355 TRAVEL-DISTRICT 4		838	1,000	3,000
52356 TRAVEL-DISTRICT 5		1,138	1,000	3,000
52359 MAYOR TRAVEL EXPENSES	11,050	1,882	3,000	4,000
52362 LATE FEES		2,943	2,000	
52374 EDUCATION & TRAINING-D 1		760	1,000	2,000
52375 EDUCATION & TRAINING-D 2		875	1,000	2,000
52376 EDUCATION & TRAINING-D 3			1,000	2,000
52377 EDUCATION & TRAINING- D 4		1,035	1,000	2,000
52378 EDUCATION & TRAINING-D 5	690	1,319	1,000	2,000
52379 EDUCATION & TRAINING-MAYOR		1,275	1,000	2,000
53100 OPERATING SUPPLIES	107	1,687	6,000	3,000
53160 MAYOR EXPENSE		79		
53169 MAYOR VEHICLE ALLOWANCES	8,108	8,789	7,800	
53171 DISTRICT EXPENSES - D1			1,000	3,000
53172 DISTRICT EXPENSES - D2		651	1,000	3,000
53173 DISTRICT EXPENSES - D3		503	1,000	3,000
53174 DISTRICT EXPENSES - D4			1,000	3,000
53176 DISTRICT EXPENSES D5			1,000	3,000
53177 CITYWIDE MAYOR EXPENSE			1,000	5,000
53178 COUNCIL INITIATIVES	2,874	(113)	25,000	25,000
53180 MAYOR INITIATIVES		2,500	50,000	50,000
05110 TOTAL MAYOR & CITY COUNCIL	159,824	116,311	440,075	354,487

		FY 2020 Actuals	FY 2021 Actuals	FY 2021 Budget	FY 2022 Proposed
100 - General Fund Expenditures Detail					
05130 CITY MANAGER					
51110	REGULAR SALARIES				462,500
51130	OVERTIME				10,000
51200	FICA/MEDICARE				30,849
51210	GROUP INSURANCE				87,157
51240	RETIREMENT				57,863
51260	UNEMPLOYMENT EXPENSE				10,888
51270	WORKERS COMP				4,355
51280	RELOCATION EXPENSE				10,000
52120	PROFESSIONAL SERVICES		127,248	210,000	120,000
52121	CONTRACTUAL SVCS JACOBS	205,836	175,085	219,398	460,000
52135	SOFTWARE/SERVICE CONTRACTS				25,000
52350	TRAVEL EXPENSE		(2,561)	1,000	16,000
52360	DUES & FEES	75	1,625	500	2,000
52370	EDUCATION & TRAINING			1,000	8,000
53100	OPERATING SUPPLIES	2,680	162	2,000	1,000
53181	HOSPITALITY SUPPLIES				5,000
05130	TOTAL CITY MANAGER	208,591	301,559	433,898	1,310,612
05131 CITY CLERK					
51110	REGULAR SALARIES				200,083
51130	OVERTIME				10,000
51200	FICA/MEDICARE				15,306
51210	GROUP INSURANCE				87,763
51240	RETIREMENT				30,012
51260	UNEMPLOYMENT EXPENSE				5,402
51270	WORKERS COMP				2,161
52112	ELECTION SERVICES			50,000	
52121	CONTRACTUAL SVCS JACOBS	118,197	109,428	135,608	
52135	SOFTWARE/SERVICE CONTRACTS	4,510	690	46,000	46,000
52330	ADVERTISING	2,360	21,716	10,000	25,000
52350	TRAVEL EXPENSE			250	4,000
52360	DUES & FEES	235		400	1,000
52370	EDUCATION & TRAINING			1,000	4,000
53100	OPERATING SUPPLIES	20,400	895	3,000	1,500
53101	POSTAGE			200	
54240	COMPUTER/SOFTWARE	15,985	10,646		4,500
05131	TOTAL CITY CLERK	161,687	143,375	246,458	436,727
05135 ENGINEERING					
51300	TECHNICAL SERVICES			150,000	
52120	PROFESSIONAL SERVICES	25,962	4,000	542,000	800,000
52121	CONTRACTUAL SVCS JACOBS	318,667	271,381	317,363	
52200	REPAIRS & MAINTENANCE			60,000	
52350	TRAVEL EXPENSE			4,000	
52370	EDUCATION & TRAINING			5,000	
53100	OPERATING SUPPLIES		55	4,250	
05135	TOTAL ENGINEERING	344,629	275,436	1,082,613	800,000
05136 PUBLIC SAFETY					
52120	PROFESSIONAL SERVICES	14,000		24,000	25,000
52370	EDUCATION & TRAINING			500	
53100	OPERATING SUPPLIES			500	
05136	TOTAL PUBLIC SAFETY	14,000		25,000	25,000

	FY 2020 Actuals	FY 2021 Actuals	FY 2021 Budget	FY 2022 Proposed
100 - General Fund Expenditures Detail				
05151	FINANCE ADMINISTRATION			
51110	REGULAR SALARIES			527,915
51130	OVERTIME			15,000
51200	FICA/MEDICARE			40,386
51210	GROUP INSURANCE			99,222
51240	RETIREMENT			79,187
51260	UNEMPLOYMENT EXPENSE			14,254
51270	WORKERS COMP			5,701
52110	AUDIT SERVICES	13,633	55,150	110,000
52120	PROFESSIONAL SERVICES	61,851	113,162	220,000
52121	CONTRACTUAL SVCS JACOBS	411,435	341,415	424,463
52135	SOFTWARE/SERVICE CONTRACTS	5,895	4,131	20,000
52350	TRAVEL EXPENSE			2,000
52360	DUES & FEES	1,554	595	1,500
52370	EDUCATION & TRAINING			3,000
53100	OPERATING SUPPLIES	1,817	1,771	500
54240	COMPUTER/SOFTWARE	9,760	(1,599)	230,000
05151	TOTAL FINANCE ADMINISTRATION	505,945	514,625	1,011,463
05152	HUMAN RESOURCES			
51110	REGULAR SALARIES			190,000
51200	FICA/MEDICARE			14,535
51210	GROUP INSURANCE			39,766
51240	RETIREMENT			28,500
51260	UNEMPLOYMENT EXPENSE			5,130
51270	WORKERS COMP			2,052
52120	PROFESSIONAL SERVICES			10,000
52330	ADVERTISING			500
52350	TRAVEL EXPENSE			5,000
52360	DUES & FEES			2,000
52370	EDUCATION & TRAINING			3,000
53100	OPERATING SUPPLIES			6,000
05152	TOTAL HUMAN RESOURCES			306,483
05153	LEGAL SERVICES DEPARTMENT			
52120	PROFESSIONAL SERVICES		5,643	20,000
52122	ATTORNEY FEES	621,232	545,497	550,000
52130	ATTORNEY FEES/OTHER	6,903		50,000
05153	TOTAL LEGAL SERVICES DEPARTMENT	628,135	551,140	620,000
05154	INTERNAL AUDIT DEPARTMENT			
52120	PROFESSIONAL SERVICES			80,000
05154	TOTAL INTERNAL AUDIT DEPARTMENT			80,000

	FY 2020 Actuals	FY 2021 Actuals	FY 2021 Budget	FY 2022 Proposed
100 - General Fund Expenditures Detail				
05155	ECONOMIC DEVELOPMENT			
51110	REGULAR SALARIES			155,000
51130	OVERTIME			5,000
51200	FICA/MEDICARE			11,858
51210	GROUP INSURANCE			58,256
51240	RETIREMENT			23,250
51260	UNEMPLOYMENT EXPENSE			4,185
51270	WORKERS COMP			1,674
52120	PROFESSIONAL SERVICES	95,350	32,950	120,000
52121	CONTRACTUAL SVCS JACOBS	219,874	113,805	141,120
52131	CONTRACTUAL SERVICES		348	
52132	MARKETING	37,388	1,519	45,000
52133	TRAINING TRAVEL		775	21,000
52134	FILM MARKETING	16,500		30,000
52136	FILM PERMITTING			5,000
52137	FILM PROGRAMS			20,000
52350	TRAVEL EXPENSE			10,000
52360	DUES & FEES	1,650		4,000
52370	EDUCATION & TRAINING			10,000
52371	DEVELOPMENT AUTHORITY			15,000
52372	LEGAL SVCS (DEVELOPMENT AUTH)			20,000
52373	ECONOMIC DEVELOPMENT PLAN			100,000
53100	OPERATING SUPPLIES	350	100	3,500
05155	TOTAL ECONOMIC DEVELOPMENT	371,112	149,497	379,620
05156	FACILITIES & BLDG/ CITY HALL			
51300	TECHNICAL SERVICES		(674)	
52120	PROFESSIONAL SERVICES	25,267	8,993	75,000
52200	REPAIRS & MAINTENANCE	31,402	91,201	75,000
52210	RECYCLE/SHREDDING	482	569	1,000
52301	REAL ESTATE RENTS/LEASES	215,893	230,306	280,000
52302	EQUIPMENT RENTAL	7,146	12,700	15,000
53102	PEST CONTROL	715	2,435	5,000
53105	INTERNET/PHONES		390	
53120	STORMWATER UTILITY CHARGES		17,834	6,500
53121	WATER/SEWER	166	350	500
53122	NATURAL GAS	322	2,111	44,500
53123	ELECTRICITY	76,682	96,597	200,000
53161	SMALL EQUIPMENT	1,707		2,500
54130	BUILDINGS & IMPROVEMENTS	8,661	3,916	120,000
54230	FURNITURE AND FIXTURES		810	10,000
54250	OTHER EQUIPMENT			5,000
05156	TOTAL FACILITIES & BLDG/ CITY HALL	368,443	467,538	742,500

	FY 2020 Actuals	FY 2021 Actuals	FY 2021 Budget	FY 2022 Proposed
100 - General Fund Expenditures Detail				
05157 COMMUNICATIONS				
51110	REGULAR SALARIES			309,852
51130	OVERTIME			20,000
51200	FICA/MEDICARE			5,858
51210	GROUP INSURANCE			121,739
51240	RETIREMENT			42,165
51260	UNEMPLOYMENT EXPENSE			7,590
51270	WORKERS COMP			3,036
52120	PROFESSIONAL SERVICES	31,237	580	28,000
52121	CONTRACTUAL SVCS JACOBS	347,749	288,890	358,313
52135	SOFTWARE/SERVICE CONTRACTS	3,403	8,444	
52340	PRINTING			500
52350	TRAVEL EXPENSE			2,000
52360	DUES & FEES	345	400	1,500
52370	EDUCATION & TRAINING			2,000
53100	OPERATING SUPPLIES	405	1,246	1,500
53161	SMALL EQUIPMENT	1,495	1,240	5,000
54250	OTHER EQUIPMENT			2,000
05157	TOTAL COMMUNICATIONS	384,634	300,800	396,613
05158 IT/GIS				
52120	PROFESSIONAL SERVICES			10,000
52121	CONTRACTUAL SVCS JACOBS	265,449	306,398	367,500
52135	SOFTWARE/SERVICE CONTRACTS	37,918	37,509	31,000
53100	OPERATING SUPPLIES	877	1,063	6,000
53161	SMALL EQUIPMENT	22,386	6,950	18,000
54240	COMPUTER/SOFTWARE	21,093		25,500
54250	OTHER EQUIPMENT			4,000
05158	TOTAL IT/GIS	347,723	351,920	462,000
05159 GENERAL OPERATIONS				
52105	UNIFORMS		367	20,000
52120	PROFESSIONAL SERVICES	8,209	5,401	
52121	CONTRACTUAL SVCS JACOBS	108,392	91,920	116,820
52132	MARKETING	9,383		
52135	SOFTWARE/SERVICE CONTRACTS		1,675	
52200	REPAIRS & MAINTENANCE	1,566		2,000
52210	RECYCLE/SHREDDING			2,000
52232	EQUIPMENT LEASE	21,377	20,701	25,000
52310	GENERAL LIABILITY INSURANCE	22,324	43,395	25,000
52340	PRINTING		1,046	2,500
52360	DUES & FEES	64,432	16,354	70,000
52361	BANK FEES	52,129	39,172	50,000
53100	OPERATING SUPPLIES	31,114	8,766	35,000
53101	POSTAGE	3,198	3,393	5,000
53103	OFFICE SUPPLIES	1,051	1,808	
53104	SERVICE FEES			250
53105	INTERNET/PHONES	79,876	85,203	100,000
53115	VEHICLE FUEL			36,000
54240	COMPUTER/SOFTWARE	21,571	5,886	
54250	OTHER EQUIPMENT			10,000
57101	TAX BILL PROCESSING	50,000	26,000	30,000
58210	CAPITAL LEASE-PRINCIPAL	29,991	19,763	
58220	CAPITAL LEASE-INTEREST	8,409	2,637	
05159	TOTAL GENERAL OPERATIONS	513,022	373,487	483,320
05900 DESIGNATED RESERVE				
57902	RESERVE CONTINGENCY			224,259
05900	TOTAL DESIGNATED RESERVE			224,259
010	TOTAL ADMINISTRATIVE SERVICE	\$ 4,007,745	\$ 3,545,688	\$ 6,547,819
050 COURT				
05160 MUNICIPAL COURT				
51110	REGULAR SALARIES			\$ 190,640
51130	OVERTIME			10,000
51200	FICA/MEDICARE			14,584
51210	GROUP INSURANCE			31,914
51240	RETIREMENT			26,957
51260	UNEMPLOYMENT EXPENSE			5,147
51270	WORKERS COMP			2,059
52120	PROFESSIONAL SERVICES	9,500	13,450	25,000
52121	CONTRACTUAL SVCS JACOBS	26,334	21,886	
52135	SOFTWARE/SERVICE CONTRACTS	45	40	2,000
52140	SOLICITOR	21,107	23,124	30,000
52150	PUBLIC DEFENDER			2,500
52160	PROBATION SERVICES	(521)	(100)	2,500
52180	SECURITY	4,200	5,400	12,000

	FY 2020 Actuals	FY 2021 Actuals	FY 2021 Budget	FY 2022 Proposed
100 - General Fund Expenditures Detail				
52351	ADMINISTRATION EXPENSES	47	5,337	
52370	EDUCATION & TRAINING	1,100		7,500
54240	COMPUTER/SOFTWARE	9		2,000
050	TOTAL COURT	61,821	69,137	364,801
060 LEISURE SERVICES				
06210 PARKS ADMINISTRATION				
51110	REGULAR SALARIES			418,421
51130	OVERTIME			25,000
51200	FICA/MEDICARE			32,000
51210	GROUP INSURANCE			116,214
51240	RETIREMENT			62,763
51260	UNEMPLOYMENT EXPENSE			11,297
51270	WORKERS COMP			4,519
51300	TECHNICAL SERVICES		217,000	40,000
52105	UNIFORMS	112	924	4,000
52120	PROFESSIONAL SERVICES	452,595	320,758	1,001,760
52121	CONTRACTUAL SVCS JACOBS	463,995	393,941	496,125
52135	SOFTWARE/SERVICE CONTRACTS		61	10,620
52180	SECURITY	1,860	24,305	42,000
52200	REPAIRS & MAINTENANCE	434,907	344,241	305,000
52232	EQUIPMENT LEASE	819	7,656	21,000
52320	INTERNET/PHONES		2,889	1,700
52330	ADVERTISING	25,663	2,724	10,000
52360	DUES & FEES	65	738	3,300
52370	EDUCATION & TRAINING	1,505	1,135	9,300
52385	CONTRACT LABOR	2,275		17,400
53100	OPERATING SUPPLIES	11,692	48,312	50,000
53120	STORMWATER UTILITY CHARGES		13,498	
53124	UTILITIES	2,013	70,445	225,000
53125	PARKS ACQUISITION	11,684	(34,450)	300,000
53126	SUMMER PROGRAMS			100,000
53175	CITY EVENTS	315	17,123	200,000
54110	SITES	299,887	(299,887)	
54130	BUILDINGS & IMPROVEMENTS		57,018	100,000
54240	COMPUTER/SOFTWARE			50,000
060	TOTAL LEISURE SERVICES	\$ 1,709,387	\$ 971,431	\$ 3,164,205
				\$ 2,707,214

	FY 2020 Actuals	FY 2021 Actuals	FY 2021 Budget	FY 2022 Proposed
100 - General Fund Expenditures Detail				
070 PLANNING & ZONING				
07210 PLANNING & ZONING				
51110	REGULAR SALARIES			\$ 290,000
51130	OVERTIME			5,000
51200	FICA/MEDICARE			22,185
51210	GROUP INSURANCE			116,512
51240	RETIREMENT			43,500
51260	UNEMPLOYMENT EXPENSE			7,830
51270	WORKERS COMP			3,132
52105	UNIFORMS		500	
52120	PROFESSIONAL SERVICES		20,000	125,000
52121	CONTRACTUAL SVCS JACOBS	549,456	468,352	578,813
52135	SOFTWARE/SERVICE CONTRACTS		3,354	8,000
52180	SECURITY			3,000
52320	INTERNET/PHONES		287	
52330	ADVERTISING	3,200	70	20,000
52340	PRINTING	1,410	90	2,000
52350	TRAVEL EXPENSE			5,000
52360	DUES & FEES		200	2,000
52370	EDUCATION & TRAINING	548		7,000
53100	OPERATING SUPPLIES	989	308	2,000
53161	SMALL EQUIPMENT			2,000
54240	COMPUTER/SOFTWARE		7,500	8,000
54250	OTHER EQUIPMENT	536		1,500
070	TOTAL PLANNING & ZONING	556,139	479,961	653,013
072 BUSINESS DEVELOPMENT				
07220 BUSINESS DEVELOPMENT				
52120	PROFESSIONAL SERVICES	77,472	(3,500)	95,000
52121	CONTRACTUAL SVCS JACOBS	113,521	96,297	123,480
52132	MARKETING	17,373	(373)	40,000
52340	PRINTING			1,000
52350	TRAVEL EXPENSE			15,000
52360	DUES & FEES			2,000
52370	EDUCATION & TRAINING			3,000
53100	OPERATING SUPPLIES	805	45	2,500
58210	CAPITAL LEASE-PRINCIPAL			8,000
072	TOTAL BUSINESS DEVELOPMENT	209,171	92,469	289,980
073 COMMUNITY & CULTURAL AFFAIRS				
07330 COMMUNITY & CULTURAL AFFAIRS				
52121	CONTRACTUAL SVCS JACOBS	123,778	105,051	132,300
52135	SOFTWARE/SERVICE CONTRACTS	3,060		2,300
52330	ADVERTISING	22,432	251	25,000
52340	PRINTING	25		2,000
52350	TRAVEL EXPENSE	478	325	4,300
52370	EDUCATION & TRAINING			600
53100	OPERATING SUPPLIES	321	1,507	1,500
53175	CITY EVENTS		2,692	35,000
53178	COUNCIL INITIATIVES	1,600	4,188	
53179	INITIATIVES	1,149	2,500	
073	TOTAL COMMUNITY & CULTURAL AFFAIRS	\$ 152,843	\$ 116,514	\$ 203,000

	FY 2020 Actuals	FY 2021 Actuals	FY 2021 Budget	FY 2022 Proposed
100 - General Fund Expenditures Detail				
080 CODE ENFORCEMENT				
08210 CODE ENFORCEMENT				
51110	REGULAR SALARIES			\$ 363,304
51130	OVERTIME			25,000
51200	FICA/MEDICARE			27,793
51210	GROUP INSURANCE			164,507
51240	RETIREMENT			54,496
51260	UNEMPLOYMENT EXPENSE			9,809
51270	WORKERS COMP			3,924
52105	UNIFORMS	2,924	2,800	2,500
52121	CONTRACTUAL SVCS JACOBS	944,362	805,390	997,763
52135	SOFTWARE/SERVICE CONTRACTS	18,450	17,886	30,000
52180	SECURITY		2,000	
52330	ADVERTISING			2,000
52340	PRINTING	2,025	733	2,000
52360	DUES & FEES		455	1,000
52370	EDUCATION & TRAINING			2,000
53100	OPERATING SUPPLIES	899	179	3,000
53101	POSTAGE			1,000
53161	SMALL EQUIPMENT			2,200
54240	COMPUTER/SOFTWARE		7,500	20,000
54250	OTHER EQUIPMENT			40,000
080	TOTAL CODE ENFORCEMENT	968,660	834,943	1,102,463
090 BUILDING				
09210 BUILDING				
51110	REGULAR SALARIES			595,882
51130	OVERTIME			35,000
51200	FICA/MEDICARE			45,585
51210	GROUP INSURANCE			120,744
51240	RETIREMENT			89,382
51260	UNEMPLOYMENT EXPENSE			16,089
51270	WORKERS COMP			6,436
52105	UNIFORMS	599		3,500
52120	PROFESSIONAL SERVICES			500
52121	CONTRACTUAL SVCS JACOBS	923,847	787,881	981,225
52135	SOFTWARE/SERVICE CONTRACTS		10,000	5,000
52340	PRINTING		240	2,000
52360	DUES & FEES			1,000
52370	EDUCATION & TRAINING		45	4,000
53100	OPERATING SUPPLIES	533	560	3,500
54240	COMPUTER/SOFTWARE		10,500	2,500
54250	OTHER EQUIPMENT	958		15,520
090	TOTAL BUILDING	925,937	809,226	1,018,745
093 OTHER FINANCING USES				
09300 OTHER FINANCING USES				
57200	PAYMENTS TO OTHER AGENCIES		215,000	357,600
61103	TRANSFER TO SPLOST			497,500
61104	TRANSFER TO MUNICIPAL COURT			85,700
61105	TRANSFER TO HOUSING AUTHORITY			50,000
093	TOTAL OTHER FINANCING USES		215,000	990,800
Total General Fund Expenditures		\$ 8,591,703	\$ 7,134,369	\$ 13,970,025
				\$ 13,746,000

Hotel Motel Fund Detail



	FY 2020 Actuals	FY 2021 Actuals	FY 2021 Budget	FY 2022 Proposed	
275 - Hotel Motel Fund Revenues					
031 TAXES					
03140	SELECTIVE SALES AND USE TAX				
31410	HOTEL/MOTEL EXCISE TAX	\$ 589,449	\$ 641,660	\$ 565,000	\$ 980,000
Total Hotel Motel Fund Revenues		589,449	641,660	565,000	980,000
275 - Hotel Motel Fund Expenditures					
075 ECONOMIC DEVELOPMENT					
07500	ECONOMIC DEVELOPMENT				
57200	PAYMENTS TO OTHER AGENCIES		261,196	226,000	428,750
61100	TRANSFER TO GENERAL FUND	353,669		339,000	551,250
75400	DISCOVER DEKALB	235,780			
Total Hotel Motel Fund Expenditures		\$ 589,449	\$ 261,196	\$ 565,000	\$ 980,000

SPLOST Fund Detail



	FY 2020 Actuals	FY 2021 Actuals	FY 2021 Budget	FY 2022 Proposed
300 - SPLOST Fund Revenues				
033 INTERGOVERNMENTAL REVENUES				
33710 INTERGOVTL SPLOST Revenue	\$ 7,423,276	\$ 6,541,864	\$ 6,980,000	\$ 8,000,000
33430 INTERGOVTL REVENUE LMIG			497,500	548,000
036 INTEREST REVENUES				
36100 INTEREST	2,887	2,982	2,800	2,500
Total SPLOST Fund Revenues	7,426,163	6,544,846	7,480,300	8,550,500
300 - SPLOST Fund Expenditures				
05135 ENGINEERING				
52120 PROFESSIONAL SERVICES			500,000	500,000
54140 TRANS INFRASTRUCTURE IMPROVEME	4,264,546	2,389,012	6,000,000	6,850,000
54141 TRANS INFRA IMPROVEMENT SIDEWA			750,000	
54142 TRANS INFRA IMPROVEMENT BIKE P			750,000	
05135 TOTAL ENGINEERING	4,264,546	2,389,012	8,000,000	7,350,000
05156 FACILITIES & BLDG/ CITY HALL				
52120 PROFESSIONAL SERVICES	24,520	24,520	250,000	100,000
54130 BUILDINGS & IMPROVEMENTS			750,000	50,000
54140 TRANS INFRASTRUCTURE IMPROVEME		2,000,000		
05156 TOTAL FACILITIES & BLDG/ CITY HALL	24,520	2,024,520	1,000,000	150,000
05159 GENERAL OPERATIONS				
52361 BANK FEES		25		
05159 TOTAL GENERAL OPERATIONS		25		
06210 PARKS ADMINISTRATION				
52120 PROFESSIONAL SERVICES	21,659		250,000	125,000
54120 SITE IMPROVEMENTS			750,000	925,500
54142 TRANS INFRA IMPROVEMENT BIKE P			750,000	
06210 TOTAL PARKS ADMINISTRATION	21,659		1,750,000	1,050,500
Total SPLOST Fund Expenditures	\$ 4,310,725	\$ 4,413,557	\$ 10,750,000	\$ 8,550,500

Municipal Court Fund Detail



	FY 2020 Actuals	FY 2021 Actuals	FY 2021 Budget	FY 2022 Proposed
745 - Municipal Court Fund Revenues				
035 FINES AND FORFEITURES				
03510 FINES AND FORFEITURES				
35100 MUNICIPAL COURT	\$ 20,893		\$ 12,400	\$ 28,000
Total Municipal Court Fund Revenues	20,893		12,400	28,000
745 - Municipal Court Fund Expenditures				
050 COURT				
05160 MUNICIPAL COURT				
52120 PROFESSIONAL SERVICES			20,000	
52121 CONTRACTUAL SVCS JACOBS			27,600	
52135 SOFTWARE/SERVICE CONTRACTS			2,000	
52140 SOLICITOR			30,000	
52150 PUBLIC DEFENDER			1,000	
52160 PROBATION SERVICES			2,500	
52170 COURT CLERK			1,000	
52180 SECURITY			5,000	
52351 ADMINISTRATION EXPENSES			3,000	
52360 DUES & FEES				1,460
52370 EDUCATION & TRAINING			4,000	
54240 COMPUTER/SOFTWARE			2,000	
57200 PAYMENTS TO OTHER AGENCIES				6,540
61100 TRANSFER TO GENERAL FUND				20,000
Total Municipal Court Fund Expenditures			\$ 98,100	\$ 28,000

City of Stonecrest
FY22 Operating Priorities - Mayor Council

PRIORITY	RANK	Proposed Budget Placement
Enhance Code Enforcement	1	Additional Officer included in proposed budget
Economic Development Master Plan	2	Included in FY22 Economic Development Budget
Enhanced Right of Way Maintenance/Litter Control	3	Included in Engineering Budget and City Manager will have discussions with DeKalb County regarding IGA
Further study to guide decision making on whether to take over Police from DeKalb; revisit IGA to see if there are metrics and if we can buy a higher level of service. Are there new services available?	4	Funding provided in Public Safety Budget
Support staff for Mayor and Council/3 Full-Time	5	Requesting 2 additional support staff in the City Clerk's Office to assist with Council Support
Enhance citizen reporting of problems and compliments/Interaction	6	Included in City Manager's Budget
Update Mayor/Council expenditure line items to appropriately account for travel, Education and training, and Mayor/Council district expense lines	7	Mayor/Council Expense lines updated to reflect increase to Mayor and Council Travel, Council education and training and district expenses
Public Works Study to guide decision making on whether to take over Public Works from DeKalb	8	Included in FY22 Engineering Budget
Enhance Citizen Engagement/Town Hall meetings per district or citywide	9	Additional Staff requested in Communication Leisure Services that focus on bring Citizens together
Eliminate need for vehicle ; add money to travel line with expectation of reimbursement after incurring expenses. Same policy for out of town and local travel. Receipts required.	10	Mayor's Travel line increased and Mayor Allowance line removed
Online revenue and payment software for various types of payments to the city	11	Parks and Finance/Admin is currently in the process of implementing online solutions for revenue payments
City-wide Special Events, particularly around holidays: End of the Year/Tree lighting/NYE; City Incorporation Date; Juneteenth; Census; National Night Out; Screen on the Green; Halloween/Trunk or Treat; Kite Festival; Easter Egg Hunt; Senior Prom; 5K at Arabia Mountain; Health Fair; Seniors of Stonecrest; Black History Month; Maintain a special events calendar	12	Funding provided in Leisure Services
Parks After School Programming	13	
Best of Stonecrest Program and Gala	14	
Staff support for committees	14	
Enhanced Park Security	15	
Jobs/work study program for high school students/Stonecrest Hires	15	
Training/travel for appointees to boards	16	
Film and Entertainment Commission	17	
Study idea of taking on Traffic Court	17	
District events, with a budget per Council district	18	
Master Plan for New Fairington Park	19	
Master Plan for Southeast Athletic Complex	19	

City of Stonecrest
 FY22 Capital Priorities- Mayor/Council

PRIORITY	RANK	Proposed Budget Placement
SPLOST/Capital Program Management	1.5	Included in Engineering
Bond funding to complete paving, i.e., when all streets have a PCI score of 70+	1.5	Finance Director and City Manager will research funding options to recommend to Council
Develop Parks Property at Salem and Evans Mill consistent with Master Plan	3	Not included in proposed budget

Mayor Lary's
FY22 Priorities

Priority	Rank	Amount	Proposed Budget Placement
Office of the Mayor events	1	\$100,000	\$50,000 included under Mayor Initiatives line item
Economic Development Authority Funding	2	\$250,000	Not included in Proposed Budget
Business Development Department	3	\$125,000	Personnel and additional resources included in Economic Development
Stonecrest Cares or Equivolent non-profit	4	\$100,000	Not Included in Proposed Budget
Stonecrest Visitors and Convention Bureau	5	\$250,000	Not Included in Proposed Budget



CITY COUNCIL AGENDA ITEM

SUBJECT: Employee Benefits Program

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: [Click or tap here to enter text.](#)
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: EMPLOYER DECLARATION & APPLICATION
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): [Click or tap to enter a date.](#) & [Click or tap to enter a date.](#)

Current Work Session: [Click or tap to enter a date.](#)

Current Council Meeting: Monday, October 25, 2021

SUBMITTED BY: Steven McClure, Acting Human Resources Director

PRESENTER: Steven McClure

PURPOSE: The purpose of this recommended action is to allow the City of Stonecrest to participate in the Georgia Municipal Employees Benefit System's Life and Health Program administered by GMA, effective December 1, 2021. To accomplish this action, the City Council must approve the attached Ordinance, and Employer Declaration and Application.

FACTS: The City of Stonecrest would like to enter into a Participation Agreement with the Georgia Municipal Employees Benefit System (GMEBS) for the purposes of participating in the GMEBS Life and Health Program Trust and subscribing to one or more health, life, accidental death and dismemberment, short-term disability, dental, vision, and other employee benefit Plan(s) which are offered as part of the GMEBS Life and Health Program, and to provide for the risk sharing associated therewith.

OPTIONS: Approve, Deny, Defer [Click or tap here to enter text.](#)

RECOMMENDED ACTION: Approve



CITY COUNCIL AGENDA ITEM

ATTACHMENTS:

- (1) Attachment 1 - Health Declarations Page for the City of Stonecrest (Action Item)
- (2) Attachment 2 - Ordinance and Trustee Approval (Action Item)
- (3) Attachment 3 - PARTICIPATION AGREEMENT (Review Only)
- (4) Attachment 4 - Schedule of Benefits and Coverage (Review Only)
- (5) Attachment 5 - Delta Dental PPO Plan Highlights (Review Only)

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

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

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

SECTION 1. ELIGIBLE POSITIONS; TYPE OF BENEFITS REQUESTED

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

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

Health Dental Vision

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

Health Dental Vision

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

Chief Legal Officer Associate Legal Officer Municipal Judges

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

SECTION 2. EMPLOYEE ELIGIBILITY WAITING PERIOD

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

0 30 45 60

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

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

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

SECTION 3. EMPLOYER HEALTH PLAN ELECTION

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

	Plan Name/Deductible	Employee	Employee + Spouse	Employee + Child	Family
x	POS 90/70 - 1000	x	x	x	x

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

Employee Only Employee + Dependents (spouse and children)

SECTION 5. EMPLOYER VISION PLAN ELECTION

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

	Employee	Employee + Spouse	Employee + Child	Family
x	x	x	x	x

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

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

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

VISION PARTICIPATION AGREEMENT

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

Approved by the Mayor and Council/Commission of the City of STONECREST , Georgia this _____ day of _____, 20_____.

Attest:

CITY OF _____, GEORGIA

Signature of City Clerk

Signature of Mayor

Print Name of City Clerk
(SEAL)

Print Name of Mayor

Please do not write below this line (for GMEBS USE ONLY)

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

GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR
By:_____

AN ORDINANCE

An Ordinance to provide for participation by the City of **STONECREST** (“Participating Employer” or “Employer”) in the Georgia Municipal Employees Benefit System (GMEBS) Life and Health Program, in accordance with and subject to the terms of the GMEBS Life and Health Program Trust Agreement, the GMEBS Life and Health Program Participation Agreement, the Participating Employer’s Declaration Page(s), and the Rules governing the Program, all as authorized and provided by Chapter 5 of Title 47 of the O.C.G.A.; to provide an effective date; to repeal conflicting ordinances; and for other purposes.

WHEREAS, the Participating Employer has determined that it wishes to provide certain employee benefits to its employees by participating in the Georgia Municipal Employees Benefit System Life and Health Program (“GMEBS Life and Health Program” or “Program”) and by making contributions to the GMEBS Life and Health Program Trust Fund (“Trust Fund”); and

WHEREAS, the Participating Employer has reviewed the terms of the GMEBS Life and Health Program Trust Agreement (“Trust Agreement” or “Trust”), which Trust is intended to be a tax-exempt trust established under Internal Revenue Code Section 115 and under the applicable laws of the State of Georgia; and

WHEREAS, the Participating Employer has reviewed the terms and conditions of the GMEBS Life and Health Program Participation Agreement (“Participation Agreement”) and the various forms of coverage and/or benefit plans offered under the GMEBS Life & Health Program; and

WHEREAS, the Participating Employer has reviewed the Declaration Page(s) (“Declaration”) accompanying the GMEBS Life and Health Program Participation Agreement and has completed and will amend, as necessary or required, said Declaration to reflect its elections with respect to employee eligibility requirements and Program benefits that the Participating Employer intends to make available to eligible employees; and

WHEREAS, the Mayor and Council/Commission of the Participating Employer (“Governing Authority”) is authorized by law to adopt this Ordinance, the Trust Agreement, the Participation Agreement, and the Declaration on behalf of the Participating Employer;

NOW, THEREFORE, BE IT ORDAINED by the Governing Authority of the Participating Employer and it is ordained by the authority thereof:

Section 1. The Participating Employer hereby adopts and agrees to be bound by the terms of the following GMEBS Life and Health Program Trust Agreement, the Participation Agreement, and Declaration which are attached hereto and made a part of this Ordinance. The Participating Employer also agrees to be bound by any Program Rules adopted by the GMEBS Board of Trustees (“Trustees”). The Participating Employer further agrees to abide by the terms of any amendments made by the Trustees to the Trust Agreement or the Program Rules.

Section 2. Severability. In the event that any section, subsection, sentence, clause or phrase of this Ordinance 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 Ordinance, 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 adopted the remaining parts of this Ordinance or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

Section 3. Approval by Trustees or the Program Administrator. The Participating Employer's Ordinance and Declaration are subject to approval by the Trustees or the Program Administrator. The Trustees or Program Administrator may refuse to approve or may delay the effective date of an Ordinance and Participation Agreement or Declaration that is not in order as determined by the Trustees or the Program Administrator. The Governing Authority of the Participating Employer hereby acknowledges that it is responsible to assure that this Ordinance is adopted and executed by the Participating Employer in accordance with the requirements of applicable law.

Section 4. Effective Date. This Ordinance shall be effective on the date of approval by the Governing Authority or, if later, such other effective date designated by the Trustees below upon approval and acceptance of the signed Ordinance and Declaration.

Section 5. Repeal. All ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Governing Authority of **CITY OF STONECREST**, this _____ day of _____, 20__.

Attest:

Signature

Signature

City Clerk

Mayor

(SEAL)

Approved:

Signature

Attorney

TRUSTEES' APPROVAL

The terms of the foregoing Ordinance and Participation Agreement are approved on behalf of the Board of Trustees of the Georgia Municipal Employees Benefit System.

The effective date of the Employer's participation in the GMEBS Life and Health Program will be _____ [insert date *only if* Trustees' approved effective date for Employer's participation is later than effective date designated in Section 4 above].

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 officer to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary

GMEBS LIFE AND HEALTH PROGRAM
PARTICIPATION AGREEMENT

1. PURPOSE OF PARTICIPATION AGREEMENT

The Participating Employer hereby enters this Participation Agreement with the Georgia Municipal Employees Benefit System (“GMEBS”) for the purpose of participating in the GMEBS Life and Health Program Trust and subscribing to one or more health, life, accidental death and dismemberment, short-term disability, dental or other employee benefit Plan(s) which are offered as part of the GMEBS Life and Health Program, as identified on the Participating Employer’s Declaration, and to provide for the risk sharing associated therewith, in accordance with and subject to the terms of the Program Trust Agreement, this Participation Agreement, the Participating Employer’s Declaration, and all Program Rules adopted by the GMEBS Board of Trustees (“Trustees”), in their current form or as amended.

2. DEFINED TERMS

When the initial letter of a word or phrase is capitalized in the Ordinance and Participation Agreement, the Trust Agreement, or the Participating Employer’s Declaration, it shall have the meaning specified in Article I of the Trust Agreement unless otherwise defined. The term “employee” refers to individuals who are currently or were formerly employed by the Participating Employer.

3. TYPE OF COVERAGE

(a) Pooled Trust. The GMEBS Life and Health Program Trust Fund is in the form of a pooled trust, in which contributions are pooled. With respect to any Plan offered under the Program that is not provided through a third party insurer Group Policy, the Participating Employer enters the Trust as a mutual covenant of risk sharing and not as a partnership. With respect to insured benefits offered under the Program through a third party insurer Group Policy, the Participating Employer's obligation is to contribute the amount of premium required under the Group Policy. No Participating Employer by reason of being a participant in the Trust and contributing to the pool shall be liable to the Trust, to any other Participating Employer, or to any claimant, except for payment of contributions, fees, expenses, and costs as provided for in this Participation Agreement and joinder in the Trust, and for any necessary additional assessments levied by the Trustees to maintain appropriate reserves for the Health and Welfare Trust Fund. Risk sharing under the Trust shall begin upon the Participating Employer’s first payment of contributions to the Trust Fund. There will be no disbursements out of the Trust to the Participating Employer except for the payment of benefits as provided under the Program, unless such disbursement is consistent with the irrevocability of the Participating Employer’s contributions under the Internal Revenue Code and such disbursement is authorized by the Trustees, the terms of the Trust, and applicable law. The Participating Employer will make

expense payments as required by the Trustees for Trust administration which will be included in the Program contribution.

(b) Maintenance of Reserve. The Trustees may assess Participating Employers pro rata in an amount the Trustees deem sufficient to maintain appropriate reserves for the Health and Welfare Trust Fund. If a Participating Employer fails to pay any assessment as provided for in this Section 3(b) within sixty (60) days after the assessment date, the Employer's participation in the Program and the Trust Fund will be terminated as of the date such 60-day period ends and coverage offered under any and all Plans will cease as of said date or, if earlier, the termination date otherwise provided for under this Agreement. If the Participating Employer is terminated from participation in the Program as provided hereunder, the Employer will remain liable for any assessments due. If the Employer subsequently pays the assessment along with such penalties or interest that may be established by the Trustees or Program Administrator, the Program Administrator may reinstate the Employer's participation in accordance with any applicable Rules or procedures established by the Trustees.

(c) Self-Funded / Insured Benefits. Health and Welfare Benefits provided under the GMEBS Life and Health Program may be self-funded (i.e., paid directly from the GMEBS Life and Health Program Trust Fund), or they may be fully or partially insured under a Group Policy issued by a third party insurer or re-insurer retained by GMEBS. The GMEBS Board of Trustees has the sole authority and discretion to determine which Health and Welfare Benefits will be offered under the Program and which will be self-funded, partially insured, or fully insured. The Participating Employer agrees that GMEBS has the authority to contract with insurers, consultants, and other third parties as it deems necessary or appropriate for administration of the GMEBS Life and Health Program and/or provision of employee benefits under the Plan(s). All terms and conditions incident to insurance coverage provided by third party insurers will be in accordance with the Group Policy(ies) issued to GMEBS and any amendments, riders, or endorsements thereto, notwithstanding any other provision to the contrary. Subject to approval of the GMEBS Board of Trustees, GMEBS may select and/or change insurers and other service providers for the purpose of providing or administering employee benefits under the Program at any time. The Participating Employer shall abide by the applicable terms of all administrative and other service agreements of the Program. The Participating Employer accepts the services to be provided by the Georgia Municipal Association ("GMA") as Program Administrator and the services of any insurer or other service provider retained by the GMEBS Board of Trustees. The Participating Employer acknowledges that administrative fees, licensing fees, and other fees related to services provided by GMA and other service providers will be charged under the Program and deducted from the Trust Fund.

4. GENERAL DUTIES AND UNDERSTANDINGS

(a) Completing Declaration - The Participating Employer will complete the Declaration form provided by GMEBS to indicate which Plan(s) the Participating Employer will make available to its eligible employees; to designate employee eligibility to participate under said Plan(s); to designate the extent of coverage, if any, to be provided to eligible dependents under the Plan(s); to designate the extent of coverage, if any, to be provided to elected and appointed members of

the Governing Authority of the Participating Employer under the Plan(s); to designate the extent of coverage, if any, for retirees of the Participating Employer under the Plan(s) (provided that GMEBS or the applicable Group Policy permits coverage for retirees under such Plan(s)); to designate the Employer's employee waiting period for enrollment under the Plan(s) (if applicable and subject to any limitation on the length of the waiting period imposed by law); and to designate the form and levels of coverage that the Participating Employer intends to make available under each of the Plan(s). The Participating Employer's Declaration will include any forms which must be completed by the Participating Employer under the terms of any Group Policy to indicate the Employer's eligibility and coverage elections under said Group Policy.

(b) Amending Declaration - In the event the Participating Employer wishes to change or modify its Declaration in any manner (e.g., with respect to Plan(s) offered by the Employer, employee eligibility requirements, or levels of coverage), the Participating Employer will complete and submit an amended Declaration in accordance with and subject to Section 6 below. The Participating Employer may also be required to complete and submit an amended Declaration to reflect any changes made in connection with the annual renewal process under the Program.

(c) Responsibilities When Offering Coverage At Any Time - The Participating Employer is responsible for determining which of its employees are eligible to participate in the Plan(s) in accordance with the terms of the Participating Employer's Declaration and other terms of said Plan(s), including any applicable Group Policy and the Participating Employer's Declaration, and taking into account any employee eligibility waiting period imposed by the Participating Employer under its Declaration.

The Participating Employer acknowledges and agrees that it is solely responsible for properly classifying its workers, complying with employment laws, complying with all applicable laws relating to the offering of health coverage to employees, including, but not limited to the Patient Protection and Affordable Care Act ("ACA") and the Georgia Security and Immigration Compliance Act.⁺ The Participating Employer acknowledges and agrees that neither GMEBS, the Trust Fund, the Trustees, nor the Program Administrator are liable for any consequences arising from the Participating Employer's failure to comply with such obligations and laws. Participating Employers who meet the definition of an "Applicable Large Employer" under the ACA have a choice to extend coverage under the GMEBS Health Plan to all "Full-Time Employees" as defined by the ACA, and their dependent children, and make such coverage "affordable," as defined by the ACA, or pay "Employer Shared Responsibility" (also called "Pay or Play") penalties. The Participating Employer acknowledges and agrees that it is solely responsible for determining whether it is an Applicable Large Employer, how it will determine whether an individual worker is an ACA Full-Time Employee, whether it will offer coverage to all ACA Full-Time Employees and their dependent children, and how much, if at all, it will

⁺ Although the Participating Employer is responsible for determining which employees are eligible to participate under the Plan(s) and will be offered coverage, GMEBS has the sole authority to determine whether an employee has complied with all enrollment requirements, including, but not limited to requirements related to compliance with the Georgia Security and Immigration Compliance Act pursuant to O.C.G.A. § 50-36-1. In the event of a dispute over whether an enrolled employee or dependent is, in fact, eligible for coverage under the terms of the Plan(s), GMEBS has the discretion to interpret the terms of the Plan(s) and make the final decision for any Plans, except as stated under the terms of any Group Policy.

subsidize coverage in order to ensure that the coverage meets ACA affordability requirements. The Participating Employer acknowledges and agrees that neither GMEBS, the Trust Fund, the Trustees, nor the Program Administrator is responsible for paying Employer Shared Responsibility penalties.

The Participating Employer represents and warrants that it will offer coverage under the Plans to all individuals who are eligible under the terms of the applicable Declaration, and in accordance with the approved waiting period set forth in the Declaration. The Participating Employer shall notify GMEBS immediately if it has imposed an unauthorized eligibility condition or waiting period. The Participating Employer acknowledges and agrees that neither the GMEBS, the Trust Fund, the Trustees, nor the Program Administrator will be liable for the Participating Employer's failure to properly offer coverage. Any penalties assessed against the GMEBS Health Plan because a Participating Employer imposed additional eligibility requirements or longer waiting periods will be recouped from the Participating Employer, and the Participating Employer agrees to such recoupment.

The Participating Employer will distribute and collect Plan enrollment forms from eligible employees and will send completed forms and other information necessary for enrollment of employees and eligible dependents to the Program Administrator immediately upon receipt of said forms and before the intended effective date of enrollment, in accordance with any enrollment Rules and/or procedures established by the Trustees or the Program Administrator. Said information may be provided electronically in a manner that meets applicable requirements for secure electronic transmission or via hard copy in the form and manner approved by the Program Administrator.

All actions taken by the Participating Employer to collect pre-enrollment and enrollment materials from employees and send them to the Program Administrator are taken by the Participating Employer on behalf of the employees, and not on behalf of the GMEBS Plans. The Participating Employer is solely responsible for maintaining the confidentiality and security of these materials while they are in the Participating Employer's custody and properly securing them during transmission to the Program Administrator.

(d) Annual Open Enrollment, Special Enrollment – The Participating Employer will distribute, collect, and/or forward notices, forms and information in accordance with any Rules and/or procedures established by the Trustees or the Program Administrator for the purpose of processing Plan enrollment requests and/or coverage changes requested by employees in connection with the Program's annual open enrollment period and in connection with any special enrollment period provided for under the Plan(s) (e.g., employee acquiring new dependent, or employee or dependent's loss of other health plan coverage).

(e) Retroactive Enrollment - The Participating Employer acknowledges and agrees that retroactive enrollment of eligible employees and dependents will be permitted only under extenuating circumstances in the discretion of the Program Administrator (an employee or dependent's failure to timely or accurately complete an enrollment application is not sufficient to permit retroactive enrollment). Retroactive enrollment may be limited to a maximum of 60 days prior to the date the Program Administrator receives completed enrollment forms and any other

information necessary for enrollment from the Participating Employer. Retroactive enrollment is subject to the Program Administrator's receipt of applicable contributions and any late fees or penalties that may be imposed by the Trustees or Program Administrator. The Participating Employer acknowledges and agrees that GMEBS, the Trustees, the GMEBS Life and Health Plan Trust Fund, and the Program Administrator will not be liable for any unpaid or uncovered claims for persons who are not enrolled in a timely manner due to the Program Administrator having been provided untimely or inaccurate eligibility or enrollment information, or untimely or inaccurate updates to eligibility or enrollment information. Notwithstanding any other provision herein to the contrary, retroactive enrollment will be permitted under a Group Policy only if and to the extent the Group Policy permits same.

(f) Termination of Individual Employee/Dependent Participation - The Participating Employer will determine and notify/update the Program Administrator as to which employees, dependents, or other individuals will become or are no longer eligible to participate in the Plan(s) selected by the Participating Employer in its Declaration (e.g., due to termination of employment, failure to meet minimum hour requirement, or failure to remit employee contribution (if any)). Such notification will be provided by the Participating Employer immediately upon loss of eligibility in accordance with any applicable Rules and/or procedures established by the Trustees or the Program Administrator. The Participating Employer acknowledges and agrees that retroactive termination (disenrollment) of individual employees and other persons will be permitted only under extenuating circumstances in the discretion of the Program Administrator and may be limited to a maximum of 60 days prior to the date proper notice of disenrollment is received by the Program Administrator. If retroactive disenrollment is permitted, the Program Administrator will provide a credit on the Participating Employer's next Program invoice for the period of retroactive disenrollment. The Participating Employer acknowledges and agrees that if the Program has paid claims for persons who are not eligible or no longer eligible to participate in one or more Plan(s) due to the Participating Employer having provided inaccurate eligibility information, untimely updates to eligibility information, or late notice of participant disenrollment, the Participating Employer will be required to reimburse the GMEBS Life and Health Trust Fund for any unrecovered claim amounts. Notwithstanding any provision herein to the contrary, retroactive disenrollment will be permitted under a Group Policy only if and to the extent such Group Policy permits same.

(g) Facilitating COBRA Coverage Elections – The Participating Employer will distribute, collect, keep, and furnish to the Program Administrator, employees, and other individuals such notification(s), forms, and other information as necessary for the purpose of notifying eligible employees and dependents of their rights to continued health and/or dental coverage under COBRA and for purposes of facilitating COBRA coverage elections, in accordance with any applicable Rules or procedures established by the Trustees or the Program Administrator. The Participating Employer acknowledges and agrees that, for purposes of COBRA administration, it is responsible to: 1) distribute applicable GMEBS Plan booklet(s) (which contain the initial notice of COBRA rights) to eligible employees (and their spouses, if covered) within 30 days after their enrollment in any health or dental Plan under the Program; 2) notify the Program Administrator in writing immediately upon and no later than 14 days after the termination of employment of any covered employee participating in any health or dental Plan under the Program (and indicate whether the employee was terminated for gross misconduct); 2) notify the

Program Administrator in writing immediately upon and no later than 14 days after the death of any covered employee participating in any health or dental Plan under the Program; 3) notify the Program Administrator in writing immediately upon and no later than 14 days after a reduction in a employee's work hours which makes the employee ineligible to participate in a health or dental Plan under the Program; 4) collect monthly COBRA premiums from COBRA-eligible employees and dependents and remit them to the Program Administrator in a timely manner; and 5) promptly forward to the Program Administrator any notices, forms, or information received from employees (or their dependents) which may affect COBRA rights or eligibility (e.g., COBRA election forms, employee notice of divorce, notice of loss of dependent status, notice of employee or dependent change of address). The Participating Employer acknowledges and agrees that GMEBS and the Program Administrator will not be liable for any unpaid or uncovered claims for persons who are eligible for COBRA but who are not timely or properly afforded COBRA coverage due to the Participating Employer's failure to provide timely or accurate COBRA notification(s), forms or other information in accordance with this subsection or any COBRA administration Rules and/or procedures established by the Trustees or the Program Administrator.

(h) FMLA – If and to the extent that the Participating Employer is subject to the Family and Medical Leave Act (“FMLA”), the Participating Employer (not GMEBS, the Trustees, or the Program Administrator) will be responsible for maintaining Plan coverage for employees and/or dependents as necessary to comply with the FMLA, including making arrangements for employees to pay their employee share of Plan contributions (if applicable) while they are on FMLA leave; providing notice to covered employees on FMLA leave of any opportunity to change plans, benefits, or coverage (e.g., providing notice of an upcoming open enrollment period); restoring applicable Plan coverage upon an employee's return to employment following FMLA leave in case of lapse of coverage due to non-payment of employee contributions while on FMLA leave; and notifying the Program Administrator in writing upon an employee's failure to return to return to employment following FMLA leave.

(i) Furnishing Summaries of Benefits & Coverage; Plan Booklets; Distribution and Collection of Notices and Forms – The Participating Employer will, in the form and manner requested by the Trustees or the Program Administrator, copy and distribute to its employees and retirees (if applicable) any and all Summaries of Benefits & Coverage, Plan booklets, notices, and forms supplied for purposes of Program administration and will collect and forward to the Program Administrator any notices, forms or other information it receives from employees or other individuals concerning participation in the Program. The Participating Employer agrees to certify that it has distributed such materials if the Trustees or Program Administrator request such a certification. The Participating Employer acknowledges and agrees that GMEBS, the Trust Fund, the Trustees, and the Program Administrator shall not be liable for the costs of distributing or for the consequences of Participating Employer's failure to satisfy these obligations. Any penalties for failure to distribute will be paid directly by the Participating Employer or recouped from the Participating Employer.

(j) Providing Experience Rating Information – The Participating Employer will provide the Program Administrator with information reasonably requested for purposes of underwriting and/or determining the Participating Employer's experience rating. Initially, only individuals

included in required underwriting may be enrolled in the Plans. Individuals who become eligible for coverage at a later date may or may not be subject to underwriting.

(k) Life/Short Term Disability Salary Updates - Participating Employers who elect to provide life insurance coverage or short term disability coverage under the Program based on salary amount or level of salary must report employee salary changes to the Program Administrator in writing as soon as they occur.

(l) Medical Child Support Orders – The Participating Employer will promptly forward to the Program Administrator any medical child support orders it receives concerning enrollment of dependent child(ren) in one or more Plan(s).

(m) Cooperation in Administration and Provision of Information about Employees and Dependents. – The Participating Employer agrees to cooperate in all respects with GMEBS, the Program Administrator, and any Plan service providers with respect to administration of the Program. Such cooperation includes securely transmitting to the Program Administrator upon request any information about employees and dependents that the Program Administrator deems necessary for administration.

(n) Enrollment and Billing Information – The Participating Employer shall designate on the Declaration Page the position of a contact or contacts for receipt of billing information and other information necessary for proper enrollment of eligible employees. The Participating Employer is solely responsible for ensuring that any designated contact properly secures this information and uses it only for permissible purposes. The Participating Employer agrees to promptly notify the Program Administrator if a designated contact is no longer authorized to receive this sensitive information.

5. REMITTANCE OF CONTRIBUTIONS

(a) Monthly Contributions Due 1st of Month – Regular monthly Program invoices will be mailed by the Program Administrator to the Participating Employer on or about 15th day of each month in advance of the month for which the Program contribution is due and payable. The Participating Employer agrees to remit the applicable monthly Program contribution owed (including all employee contributions referred to in subsection 5(b) below) to the Program Administrator by the first day of the month for which the Program contribution is due.

(b) Employer Collection of Employee Contributions - The Participating Employer agrees to collect contributions (including COBRA premiums) from employees and other individuals (if any) that are required by the Participating Employer for participation in the Plan(s). GMEBS, the Trustees, and the Program Administrator will have no responsibility or obligation to collect such contributions from employees or other individuals on behalf of the Participating Employer.

(c) Late Payment; Cancellation of Coverage; Termination of Participation Agreement - If the applicable Program contribution is not received by the Program Administrator within 30 days after the contribution due date, the Program Administrator will send a notice of impending termination of participation and/or coverage cancellation to the Participating Employer. In such

event, the Participating Employer, not GMEBS, the Trustees, or the Program Administrator, will be responsible to notify employees of impending coverage cancellation. If the applicable monthly Program contribution is not remitted by the Participating Employer within 60 days after the due date for payment, the Employer's Participation Agreement will terminate and/or Plan coverage will be cancelled upon expiration of the 60-day period. Said termination and/or cancellation of coverage will be retroactive to the last day of the month for which the applicable Program contribution was paid. The Program Administrator will instruct Program service providers as necessary in an attempt to obtain reimbursement with respect to any claims incurred after the termination effective date. However, if the Trust Fund incurs costs relating to claims incurred after the coverage cancellation date and is unable to obtain reimbursement for such claims, the Participating Employer shall reimburse the Trust Fund for such costs. In the event that the Participating Employer fails to provide such reimbursement to the Trust Fund within 30 days following the end of the 60-day period referenced above, such amounts will be subject to interest, penalties or other charges as established by the Trustees or Program Administrator. GMEBS, the Trust Fund, the Trustees, and the Program Administrator are not responsible for any claims incurred following the coverage cancellation date. The Participating Employer will abide by any Rules adopted by the Trustees with respect to collection of delinquent contributions, including any such Rules which may require payment of interest, penalties, exit fees, or a combination thereof. Such Rules or may also provide that Program benefits may be reinstated at the sole discretion of the Trustees or the Program Administrator upon payment of outstanding delinquent contributions, late fees, reinstatement fees, or other charges, along with any other expenses incurred by the Trust Fund as a direct or indirect result of the Employer's failure to remit contributions in a timely manner. Notwithstanding any provision herein to the contrary, termination of coverage under any Group Policy will be governed by the applicable terms of such Group Policy.

6. EMPLOYER MODIFICATION OF DECLARATION PAGE(S)

If the Participating Employer desires to amend any of its elections contained in its Declaration, the Participating Employer shall by official action of its Governing Authority amend the Declaration and forward it to the Program Administrator for approval. The amendment of the Declaration shall not be effective until approved by the Program Administrator (and the applicable insurer, if the amendment involves a change to a Group Policy) and until any administrative procedures necessary to facilitate the change have been implemented. If the amendment is not approved by the Program Administrator (or insurer, if applicable), the Plan(s) will continue to be administered as if such amendment had not been made.

Pursuant to Article VI of the Trust Agreement, the Trustees may amend the form of the Participation Agreement required to be adopted and executed by Participating Employers in order to join or remain in the Program. Notwithstanding any amendment made to the Declaration Page, the Participation Agreement (in its current form or as amended) shall remain in effect unless the Participation Agreement is affirmatively terminated by official action of the Participating Employer or the Trustees as provided under this Agreement.

The Program Administrator will timely inform the Participating Employer of any significant material changes concerning operation of the Plans under the Program, including but not limited to changes in service providers administering Plan benefits, elimination of benefit options, and changes in law applicable to the Plan. In the event that said change necessitates one or more amendments to the Participating Employer's Declaration and the Participating Employer fails to amend its Declaration accordingly, the Trustees and Program Administrator are authorized but not required to amend the Participating Employer's Declaration in their discretion to accommodate or reflect such change, and the Plan(s) will be administered in accordance with the amended Declaration to the extent practicable, notwithstanding cost. GMEBS, the Trust Fund, the Trustees, and the Program Administrator shall not be liable for any difference in cost, benefits, or coverage for the Participating Employer or for any Plan participant resulting from such amendment, nor any other consequences, including, but not limited to penalties, arising from the Participating Employer's failure to act in accordance with the amended Declaration. Notwithstanding any provision herein to the contrary, the Participating Employer's modification of coverage or benefits under any Group Policy will be governed by the applicable terms of such Group Policy.

7. NOTICE OF TERMINATION BY EMPLOYER

In the event that the Participating Employer desires to terminate its participation under the Program altogether (versus terminating or changing coverage under a particular Plan which requires amendment of the Employer's Declaration as provided under Section 6 above), the Participating Employer shall provide the Program Administrator with at least 30 days advance written notice of such termination. If the Participating Employer provides such notice, the Employer's participation shall terminate effective as of the last day of the month following the month in which notice of termination is provided, or such later date agreed to in writing by the Participating Employer and the Program Administrator, provided the Participating Employer

timely pays monthly Program contributions owed for such remaining period of participation. Otherwise, the Employer's participation shall terminate effective as of the last day of the month for which the applicable monthly Program contribution is timely paid by the Participating Employer or as otherwise provided under this Agreement. GMEBS, the Trust Fund, the Trustees, the Program Administrator, and any third party insurers under the Program will not be responsible for any claims incurred following the effective termination date. Notwithstanding any provision herein to the contrary, the Participating Employer's coverage under any Group Policy will be terminated in accordance with and subject to the terms of said Group Policy

8. NOTICE OF TERMINATION BY GMEBS

In the event that GMEBS desires to terminate this Participation Agreement for reasons other than failure by the Participating Employer to remit payments in a timely manner, the Trustees or Program Administrator will provide the Participating Employer with at least 60 days advance written notice of such termination. Said termination shall be effective on the last day of the month that ends at least 60 days after notice of termination is provided, provided the Participating Employer timely pays all monthly Program contributions due up until said termination effective date. GMEBS, the Trust Fund, the Trustees, and the Program Administrator will not be responsible for any claims incurred following the effective termination date. Notwithstanding any provision herein to the contrary, the Participating Employer's coverage under any Group Policy will be terminated in accordance with and subject to the terms of said Group Policy.

9. REINSTATEMENT IN PROGRAM

In the event that the Participating Employer or the Trustees terminate this Participation Agreement, the Participating Employer may request reinstatement of participation upon payment of any outstanding balance plus any applicable interest, penalties, reinstatement fees, or other charges established by the Trustees or the Program Administrator, as well as payment of the first month's Program contribution. Reinstatement is subject to approval by the Trustees or Program Administrator. Upon reinstatement, the Participating Employer will be required to adopt a new Participation Agreement and Declaration and will be subject to underwriting. If there have been any changes to the Plan(s) or other Program provisions or any changes in contribution rates after termination of participation and before reinstatement, the Participating Employer will upon reinstatement be subject to all Program provisions and contribution rates in effect on the date of reinstatement. Notwithstanding any provision herein to the contrary, the Participating Employer's eligibility for reinstatement of coverage under any Group Policy will be determined in accordance with and subject to the terms of said Group Policy.

10. TERMINATION OF GMEBS LIFE AND HEALTH PROGRAM

The GMEBS Board of Trustees reserves the right to terminate the Program at any time by a written instrument to that effect executed by the Trustees. Such termination will be effected in accordance with the terms of the Trust Agreement and applicable law.

11. EXTENT OF BENEFITS PROVIDED TO PLAN PARTICIPANTS

No employee, participant, dependent, or other person shall have any right, title, or interest in or to the Trust or any part thereof; provided, however, that any person who is actually eligible for and covered by a Plan under the GMEBS Life and Health Program will, subject to the applicable terms and conditions of said Plan, the Trust Agreement, and this Participation Agreement, be entitled to benefits in the amount and to the extent provided under the Plan. The Participating Employer's participation in the Program will not constitute and shall not be construed as a commitment to provide or to continue to provide a specific type or level of employee benefits or employee contribution rate. Nor will it constitute or be construed to create an accrued or vested benefit for any employee, former employee, participant, dependent, or other person.

No guaranty that payments or reimbursements to employees, former employees, or retirees will be tax free:
The Trust has obtained a ruling from the Internal Revenue Service concerning only the federal tax treatment of the Trust's income. That ruling may not be cited or relied upon by the Participating Employer whatsoever as precedent concerning any matter relating to the Participating Employer's health and welfare plan(s). In particular, that ruling has no effect on whether payments from the Participating Employer's health and welfare plans are excludable from the gross income of employees, former employees or retirees, under the Internal Revenue Code. The federal income tax consequences to employees, former employees and retirees depend on the terms and operation of the Participating Employer's health plan(s).

GMEBS LIFE AND HEALTH PROGRAM TRUST AGREEMENT

Administered By:

Georgia Municipal Association

**201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: (404)688-0472
Facsimile: (678)686-6289**

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GMEBS LIFE AND HEALTH PROGRAM TRUST

THIS TRUST AGREEMENT is executed as of this 22nd day of June, 2014, by the Board of Trustees of the Georgia Municipal Employees Benefit System (hereinafter referred to as "GMEBS").

WITNESSETH:

WHEREAS, certain governmental employers and instrumentalities (hereinafter "Participating Employers") have agreed to pool assets in order to jointly provide for group health, life, accidental death and dismemberment, short-term disability, dental and/or other benefits for their designated benefit plan participants (hereinafter "participants") and to jointly provide for the risk-sharing associated with the provision of such benefits, pursuant to, and to be governed by, the provisions of Chapter 5 of Title 47 of the O.C.G.A. §§ 47-5-23 (14) and 47-5-40;

WHEREAS, GMEBS desires to establish a pooled trust to receive contributions from certain governmental employers and instrumentalities and to make distributions from the Trust for the provision of such benefits, which trust shall be known as the GMEBS Life and Health Program Trust (the "Trust");

WHEREAS, each Participating Employer has determined that it wishes to offer benefits under the GMEBS Life and Health Program ("Program") and to make contributions with respect to the provision of such benefits through participation in this Trust;

WHEREAS, participation in and any coverage under the Trust shall not constitute nor be construed as a commitment to provide a specific type or level of benefit, to provide for a specific premium or contribution rate, or to constitute an accrued or vested financial benefit for any specific employee, participant, or other person unless otherwise specifically provided herein;

WHEREAS, the Trustees are authorized to receive, hold and administer the funds in the Trust, and such funds, when received by the Trustees (or their delegate), will constitute the trust fund (the "Trust Fund" or "Fund");

WHEREAS, the Trustees agree to accept this Trust and to perform the duties of the Trustees hereunder;

WHEREAS, GMEBS intends that the income accruing to the Trust shall be excluded from the income of Participating Employers which are political subdivisions or instrumentalities of the State, and such income is derived from the exercise of an essential governmental function as provided for under section 115(1) of the Internal Revenue Code of 1986, as amended (the "Code"), Revenue Rulings 77-261 and 90-74, and other relevant guidance;

WHEREAS, each Participating Employer will execute a Participation Agreement providing that the Participating Employer will deposit its contributions in the Trust Fund, out of

which lawful and proper benefits are to be paid; that there will be no disbursements out of the Trust Fund to a Participating Employer except for the payment of benefits unless such disbursement is consistent with irrevocability of the contribution under the Code; and that the Participating Employer will make expense payments as required for Trust administration;

NOW, THEREFORE, GMEBS hereby establishes a Trust to provide as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 **Definitions.** When the initial letter of a word or phrase is capitalized, it shall have the following meaning:

- (a) "Code" means the Internal Revenue Code of 1986, as amended.
- (b) "Custodian" means a bank, mutual fund, savings and loan association, insurance company or other qualified entity selected by the Trustees, to hold and administer the assets of the Trust Fund.
- (c) "Eligible Employer" means an "employer" as defined in O.C.G.A. § 47-5-2(9), provided that the employer is an agency of the State of Georgia, a political subdivision of the State of Georgia, or an entity whose income is excluded from gross income under Code Section 115.
- (d) "GMA" means the Georgia Municipal Association, Inc., an instrumentality of local government organized as a non-profit corporation under the laws of the State of Georgia, or any successor thereto.
- (e) "GMEBS" means the Georgia Municipal Employees Benefit System, a public corporation established by an Act of the General Assembly of the State of Georgia, or any successor thereto.
- (f) "Governing Authority" means the entity designated as such in the Participating Employer's Participation Agreement which is authorized to act for the Participating Employer.
- (g) "Group Policy" means the terms of the life, health, or other group insurance policy, as applicable, issued by contract to GMEBS from a third party insurance provider.
- (h) "Health and Welfare Benefit" means any benefit, premium, and/or payment made in connection with the provision of employee benefits as defined in O.C.G.A. § 47-5-2(7), including, but not limited to, medical, prescription, drug, dental, life, disability and accidental death and dismemberment benefits.
- (i) "Investment Fund" means an investment fund that forms part of the Trust Fund as established by the Trustees.

(j) "Investment Manager" means an investment manager selected by the Trustees.

(k) "Plan" means the applicable coverage, benefit plan, or Group Policy under the GMEBS Life and Health Program.

(l) "Participating Employer" means an Eligible Employer which becomes a party to this Trust by executing a Participation Agreement and Declaration as provided in Section 3.02 hereof and which has, by resolution or ordinance, adopted participation in the Trust. This term includes a Participating Employer who has terminated participation in the Trust to the extent there remains any outstanding contributions or premiums to be made or benefits to be paid pursuant to Article X.

(m) "Participating Employer Representative" means the person designated in the Participating Employer's Declaration to represent the Participating Employer in all communications with GMEBS and the Program Administrator.

(n) "Program Administrator" means the program administrator selected by the Trustees. The Program Administrator may be removed and replaced with or without cause by a 2/3 vote of the Trustees. The current Program Administrator is GMA.

(o) "Property" refers to any property, real or personal, or partial interests therein, wherever situated, including, but without being limited to, preferred and common stocks, shares of investment companies, bonds, notes, debentures and mortgages, equipment trust certificates, investment trust certificates, interests in limited liability companies, in partnerships whether limited or general or in any insurance contract, policy, annuity, or other investment media offered by an insurance company, in which trust assets may be invested pursuant to Georgia law.

(p) "Rule" means a policy, procedure, rule or regulation adopted by the Trustees, establishing administrative procedures or interpretations affecting the Trust or Program.

(q) "State" means the State of Georgia.

(r) "Trust" means the trust created and established hereunder.

(s) "Trust Fund" means all such money, property, and all investments made therewith and proceeds thereof and all earnings and profits thereon, less payments made by the Trustees as authorized herein.

(t) "Trust Year" means the twelve (12) month period beginning each January 1 and ending the following December 31 on which the books and records of the Trust are maintained.

(u) "Trustees" means the Board of Trustees of GMEBS.

Section 1.02 Rules of Construction. Words used herein in the masculine gender shall be construed to include the feminine gender where appropriate, and words used herein in the singular or plural shall be construed as being in the plural or singular where appropriate.

Accounting terms and principles used herein or applicable hereto shall be as defined and described from time to time by pronouncements and other guidance of the Governmental Accounting Standards Board, or any successor organization.

ARTICLE II

TRUST AND TRUST ADMINISTRATION

Section 2.01 Trust Fund. The Trustees shall receive and accept for the purposes hereof all property paid to the Trust by or at the direction of the Participating Employers and shall hold, invest, reinvest, manage, administer, and distribute property and the increments, proceeds, earnings, and income solely to provide Health and Welfare Benefits as described herein. All assets held by the Trustees in the Trust are referred to herein as the "Trust Fund." The Trustees have the authority to invest and manage the assets of the Trust Fund. All assets shall be held as a pooled trust to provide the Health and Welfare Benefits of any Participating Employer.

Section 2.02 Exclusive Benefit. The Trust is held for the exclusive benefit of employees of a Participating Employer and their dependents; provided, however, that no specific employee or group of employees shall have a vested interest in the Trust Fund. The Trust Fund shall be used solely for providing Health and Welfare Benefits to each Participating Employer's eligible employees and their eligible dependents, pursuant to the Participation Agreement and the terms of the applicable Plan(s), and the payment of reasonable expenses of the Trust. Such expenses include, but are not limited to, expenses arising from the reasonable indemnification of entities performing services for the Plan pursuant to contract, to the extent permitted under applicable law, and payments required under applicable law or imposed on the Trust pursuant to applicable law. No portion of the principal or income of this Trust shall revert to a Participating Employer except in a manner consistent with the Code. Trust assets shall not be used to satisfy the claims of any creditor of any Participating Employer or of the Program Administrator, the Custodian or the Trustees. Trust assets shall not be used to pay any penalties or fines assessed against a Participating Employer. In the event that a penalty is assessed against the Trust as a result of actions or inactions of a Participating Employer, the Trustees or Program Administrator will recoup such penalties or fines from the Participating Employer or take such other actions as are necessary and appropriate to protect the Trust.

Section 2.03 Pooled Trust. The Trust Fund shall be in the form of a pooled trust, in which contributions are pooled. With respect to any Plan offered under the Program that is not provided through a third party insurer Group Policy, the Participating Employers enter this Trust as a mutual covenant of risk sharing and not as a partnership. With respect to insured benefits offered under the Program through a third party insurer Group Policy, the Participating Employer's obligation is to contribute the amount of the premium required under the Group Policy. No Participating Employer by reason of being a participant in the Trust and contributing to the pool shall be liable to the Trust, to any other Participating Employer, or to any claimant, except for the payment of contributions, fees, expenses, and costs provided for in its Participation Agreement and joinder in the Trust and for any necessary additional assessments levied by the

Trustees to maintain appropriate reserves for the Health and Welfare Trust Fund. Payment of expenses and fees of the Trust in accordance with Section 5.02 shall have priority.

ARTICLE III

PARTICIPATING EMPLOYERS

Section 3.01 Approval. The Trustees shall be the sole judge of whether an Eligible Employer is eligible to become a Participating Employer. The Trustees may delegate the authority for membership approval to the Program Administrator.

Section 3.02 Participation. An Eligible Employer that is a municipal corporation may become a Participating Employer, by delivering to the Program Administrator an appropriate ordinance of its Governing Authority adopting the Trust, the Participation Agreement, and a Declaration, provided said participation documents are approved by the Trustees or the Program Administrator. The municipal corporation will become a Participating Employer as of the effective date specified in said ordinance. Any other Eligible Employer may become a Participating Employer by delivering to the Program Administrator an appropriate resolution of its Governing Authority adopting the Trust, the Participation Agreement, and a Declaration, provided said participation documents are approved by the Trustees or the Program Administrator. By executing the ordinance (or resolution, if applicable) and Participation Agreement, the Eligible Employer agrees to be bound by all the terms and provisions of this Trust, the Participation Agreement, the Declaration, and the Rules adopted by the Trustees, as amended from time to time. The Participation Agreement and Declaration shall include provisions regarding type of coverage, eligibility of employees, eligibility of dependents, administration of federal law requirements, responsibilities of the Participating Employer, remittance of contributions, and procedures for termination and modification of the Declaration.

Section 3.03 Continuing as a Participating Employer. A Participating Employer shall be entitled to continue to be a Participating Employer as determined from time to time by the Trustees. A Participating Employer may terminate participation in the Trust by providing thirty (30) days prior written notice to the Program Administrator, subject to the provisions of Section 10.03 of this Trust Agreement and the applicable provisions of the Participation Agreement.

ARTICLE IV

DEPOSITS AND DISBURSEMENTS FROM THE TRUST FUND

Section 4.01 Trust Deposits.

(a) The Trustees hereby delegate to the Program Administrator the responsibility for accepting contributions to the Trust and remitting said contributions to the Custodian. In all cases, deposits of contributions shall be treated as actually made only as of the date the funds are accepted as in good order by the Program Administrator.

(b) The Trustees shall: (i) invest and reinvest the Trust Fund, and (ii) pay benefits as described herein from the assets of the Trust (except for benefits payable under any Group Policy) on the order of the Program Administrator or its duly authorized representative, or, if applicable, on the order of a claims administrator hired by the Trustees. The Custodian shall hold such assets on behalf of the Trustees. The Trustees shall account for contributions, income, and payments made to or from the Trust. The Trustees, Custodian and Program Administrator shall not be responsible for funding the Trust Fund to pay benefits due under the Plans and expenses of the Plans, or to meet and discharge any other liabilities of the Plans or the Trust.

(c) Contributions to fund the benefits under the Trust shall be made by each Participating Employer based upon the Health and Welfare Benefits provided under the Plan and the Trustees' determination of the necessary contribution or premium amount, based on the experience of the participants of the Participating Employer and including any underwriting questionnaire and census forms provided by the Participating Employer, as well as any other appropriate classifications, rates, loss experience and other criteria adopted by the Trustees or the Program Administrator. Participating Employers may be rated individually with rates different from the ordinary group rates when the loss experience of the Participating Employer warrants such individual rating as determined by the Trustees or Program Administrator.

(d) Late fees, reinstatement fees, or other charges may be established at the discretion of the Trustees.

Section 4.02 Trust Payments. The Trustees or Program Administrator, as applicable, shall make payments and transfers from the Trust to such claims disbursing accounts and expense payment accounts as may be maintained pursuant to the Plan(s), and to Participating Employers, their employees and their spouses and dependents as necessary for proper administration of the Plan(s). Such payments shall be made in such manner, in such amounts, and for such purposes, including the payment of Health and Welfare Benefits under the Plan(s), the payment of expenses of administration of the Program and Trust, and the payment of any refunds of contributions or premiums. The Trustees or Program Administrator, as applicable, shall ensure that any payment from the Trust conforms to the provisions of the Plan(s), the Trust Agreement, and any applicable law. The Trustees and Program Administrator shall not incur any liability or other damage on account of any payment or other distribution made by the Trust in accordance with this Section.

ARTICLE V

ACCOUNTS AND INVESTMENTS

Section 5.01 Investment of Trust Fund.

(a) Except as otherwise provided by Rule or as delegated to the Investment Manager or Custodian, the Trustees shall have complete control of the management and investment of the Trust Fund and shall have all powers necessary or convenient to enable it to exercise such control.

(b) The Trustees may invest and reinvest funds held by the Fund in any investments which are legal investments under O.C.G.A. § 47-5-24, and shall have the discretion to decide the allocation of funds among such investments. The Trustees may purchase, acquire, hold, lease, sell, and convey real and personal property, and place funds held herein with banks or trust companies which have corporate trust powers, with insurance companies authorized to do business within the State, and do all such other acts as are permitted by law. The Trustees may hold all or part of the Trust Fund uninvested as may be appropriate to provide reasonable liquidity for the Trust.

Section 5.02 Administrative Fee or Fees. The Trustees may establish and revise an administrative fee or fees that may be assessed to Participating Employers to defray the costs of the Trust and Program, in the manner provided under O.C.G.A. § 47-5-27 or in any other manner determined by Rule.

ARTICLE VI

POWERS AND DUTIES OF THE TRUSTEES

Section 6.01 Powers and Duties. The Trustees, in administering the Trust, shall have such power and authority (including discretion with respect to the exercise of that power and authority, and the ability to delegate such power and authority) as may be necessary, advisable, desirable, or convenient to the Trustees, in their sole discretion as Trustees and investment fiduciary subject to the provisions of this Trust Agreement, and consistent with O.C.G.A. § 47-5-23 and 47-5-24, including the power and authority:

(a) To make Rules with respect to the Trust and Program that are not inconsistent with the Trust, the Code or applicable law, and to amend or rescind such Rules;

(b) To adopt or amend the form of ordinance, resolution, Participation Agreement, and Declaration required to be adopted and executed by Participating Employers under Section 3.02;

(c) To determine, consistent with the applicable laws, rules or regulations, all questions of law or fact that may arise as to any person or entity claiming rights under the Trust;

(d) Subject to and consistent with the Code and applicable law, to construe and interpret the Trust and to correct any defect, supply any omission, or reconcile any inconsistency in the Trust;

(e) To adopt and amend investment policies, guidelines, restrictions and requirements;

(f) To adopt and amend Plan(s) to provide Health and Welfare Benefits to eligible participants under the Program;

(g) To contract with municipal corporations and other public bodies of the State and private entities or persons for the use or furnishing of services and facilities necessary, useful, or incident to providing Health and Welfare Benefits under the Program, including but not limited to services and facilities concerning administration of claims; maintenance of provider networks; investment of Trust assets; promotion of membership in the Trust; actuarial services; underwriting services; accounting services; stop-loss coverage in such aggregate and specific amounts as the Trustees deem appropriate; maintenance of records and accounts; and any other services or facilities deemed by the Trustees to be necessary or useful for the sound operation of the Program or Trust Fund;

(h) To establish the terms for providing Health and Welfare Benefits under the Program through the use of insurance companies, self-funding, or other funding method as determined by the Trustees;

(i) To rate each Participating Employer for purposes of determining the contributions and premiums necessary for participation in the Plan and Trust;

(j) To maintain appropriate reserves for known incurred losses and loss adjustment expenses and for estimated but not reported losses and to assess Participating Employers pro rata an amount deemed by the Trustees to be sufficient to maintain appropriate reserves;

(k) To employ legal counsel;

(l) To employ and contract with actuaries, auditors, accountants, investment advisers, investment brokers, consultants, and other Program service providers;

(m) To collect and disburse all funds due and payable under the Trust;

(n) To provide for and promulgate all the rules, regulations, procedures and forms that are deemed necessary or desirable in contracting with Participating Employers, in fulfilling the purpose of providing Health and Welfare Benefits, and in maintaining proper records and accountings;

(o) To bring and defend actions, sue and be sued, and plead and be impleaded;

(p) To expend funds for the purchase of fidelity and surety bonds and liability insurance for the protection and indemnification of Trustees in the performance of their duties;

(q) To expend funds for the reasonable expenses of Trustees while engaged in the performance of their duties;

(r) To employ insurance companies, banks, trust companies, and investment brokers as agents for the keeping of records and the receipt and disbursement of funds held by or due the Trustees;

(s) To accept gifts and donations of Property of every nature and use such Property for the purposes of this Trust;

(t) To provide for termination of the Trust and disbursement of assets as permitted by law and the terms of this Trust;

(u) To exercise generally any of the powers of an owner with respect to all or any part of the Trust Fund; and

(v) To take all actions consistent with this Trust Agreement necessary or appropriate to administer or carry out the purposes of the Trust; provided, however, the Trustees need not take any action unless in their opinion there are sufficient Trust assets available for the expense thereof.

Section 6.02 Delegation by Trustees. In addition to the powers stated in Section 6.01, the Trustees may from time to time delegate to an individual, committee, or organization certain of its fiduciary responsibilities and other responsibilities under the Trust and/or Participation Agreement. Any such individual, committee, or organization may be an agent of the Trustees under the common law of agency, may be an independent contractor, or may serve in both capacities. Any such individual, committee, or organization shall remain a fiduciary with respect to any delegated fiduciary duty and shall remain responsible to fulfill any other delegated responsibility until such delegation is revoked by the Trustees, which revocation may be without cause and without advance notice. Such individual, committee, or organization shall have such power and authority with respect to such delegated fiduciary responsibilities and other responsibilities as the Trustees have under the Trust and/or Participation Agreement. Such delegation may be evidenced by contract or other action of the Trustees, including ratification of the actions of an agent.

Section 6.03 Agreements with the Program Administrator. The Trustees may enter into agreements and contracts with the Program Administrator for any purpose related to the Trust including contracts and agreements for administrative services, personnel, reimbursement of expenses, and institutional value and licensing. The contract or agreement may specify the compensation to be paid by the Trustees to the Program Administrator and such other terms as the parties mutually agree.

ARTICLE VII

LIMITATIONS OF RESPONSIBILITY AND INDEMNIFICATION

Section 7.01 Limitations of Responsibility of Members of the Board of Trustees. The Trustees' responsibilities and liabilities shall be subject to the following limitations:

(a) The Trustees shall have no duties other than those expressly set forth in this Trust Agreement and those imposed on the Trustees by applicable laws.

(b) The Trustees and the Program Administrator shall not be responsible for any particular federal, state or local income, payroll or other tax consequence or penalty to a Participating Employer or an eligible employee, spouse or dependent, and shall not be responsible for any tax reporting obligation relating to payments or disbursements to such persons, except to the extent such reporting obligation is otherwise required by law.

(c) The Trustees shall be responsible only for money and property actually received by the Trust, and then to the extent described in this Trust.

(d) The Trustees shall not be responsible for the correctness of any determination of payments or disbursements from the Trust Fund.

(e) No member of the Board of Trustees shall have any liability for the acts or omissions of any predecessor or successor in office.

(f) The Trustees shall have no liability for (i) the acts or omissions of any Investment Manager or Managers; (ii) the acts or omissions of any insurance company; (iii) the acts or omissions of any Investment Fund; (iv) the acts or omissions of any Custodian; (v) the acts or omissions of the Program Administrator; (vi) the acts or omissions of any contractor, or (vii) the acts or omissions of any Participating Employer.

Section 7.02 Indemnification of Members of the Board of Trustees. The Trust shall, and hereby does, to the extent permitted by law, indemnify the Trustees, including persons who have served as such in the past or who are heirs, executors, or administrators thereof, against expenses (including attorney's fees), penalties, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any actual or threatened proceeding of any kind, arising by reason of the fact that any such person is or was a member of the Board of Trustees, and shall advance to such person expenses reasonably incurred in defending any such proceedings as permitted by law. Such indemnity shall apply, however, only if, in connection with the matter at issue, the person claiming indemnity hereunder acted in good faith and in a manner he or she reasonably believed was in the best interests of the Trust. This indemnity does not extend to any acts of the person seeking indemnity which involve gross negligence or willful misconduct, or are materially in breach of the Trust Agreement, or any by law. The Trustees may obtain and may rely on a written opinion of independent legal counsel on any issues of good faith, reasonable belief, or breach, or on any and all other issues that may bear on the application of this indemnity.

ARTICLE VIII

ACCOUNTS AND RECORDKEEPING

Section 8.01 Maintenance of Records. The Trustees shall maintain or cause to be maintained suitable records, data, and information relating to their responsibilities hereunder. The Trust's books and records relating thereto shall be open to inspection at reasonable times, in accordance with applicable law.

Section 8.02 Independent Audit. The Trustees shall cause an independent audit of the Trust Fund to be performed annually, with results reported to all Participating Employers.

ARTICLE IX

RELIANCE ON COMMUNICATIONS

Section 9.01 Certification of Program Administrator. The Trustees may rely upon a certification of the Program Administrator with respect to any instruction, direction, or approval of such Program Administrator and may continue to rely upon such certification until a subsequent certification is filed with the Trustees. The Trustees shall have no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as fully authorized by the Program Administrator.

Section 9.02 Certification of Other Providers. The Trustees and the Program Administrator shall be protected further in relying upon a written certification that purports to be from any Custodian, Investment Manager, insurance company, mutual fund, or other Program service provider as to the person or persons authorized to give instructions or directions on behalf of such Custodian, Investment Manager or insurance company, mutual fund, or other Program service provider and continue to rely upon such certification until a subsequent written certification is filed with the Trustees.

Section 9.03 Certification of Participating Employers. The Trustees and the Program Administrator may rely upon a certification from a Participating Employer with respect to any information requested. The Trustees and the Program Administrator shall have no duty to make any investigation or inquiry as to any statement contained in any certification, but may accept the same as complete and accurate.

ARTICLE X

AMENDMENT AND TERMINATION

Section 10.01 Amendment. This Trust Agreement may be amended by the Trustees at any time and in any manner permitted by applicable State law and not inconsistent with Code Section 115, as amended from time to time. Notice of such Amendment shall be provided to the Participating Employers, Program Administrator and Custodian within a reasonable period thereafter.

Section 10.02 Termination. This Trust has been established with the bona fide intention that it shall be continued in operation indefinitely and that the premiums and/or contributions to the pool shall continue for an indefinite period. However, the Trustees reserve the right at any time to terminate the Trust by a written instrument to that effect executed by the Trustees. In the event of such termination, Participating Employer premiums and/or contributions (other than duly authorized assessments and any outstanding amounts due to the Trust) shall cease as of the effective date of termination established by the Trustees. GMEBS, the Program Administrator, and any third party insurers under the Program will not be responsible

for any claims incurred following said termination date (except as otherwise provided under any Group Policy). The assets remaining in the Trust Fund as of the termination date shall continue to be used and applied, to the extent available, for the:

(a) payment of self-funded Health and Welfare Benefits under the Plan(s) with respect to claims incurred prior to such termination and administrative and other expenses and obligations incurred prior to the termination effective date; and

(b) payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the Trust Fund shall be distributed on a pro rata basis to Participating Employers who are participating in the Trust as of the effective date of termination in accordance with and subject to any applicable Rules established by the Trustees. In no event shall Trust Fund assets be distributed to an entity that is not a state, a political subdivision of a state, or an entity whose income is excluded from gross income under Code Section 115.

Section 10.03 Effect of Termination of or by Participating Employer. In the case of the complete or partial termination of the Trust by the Trustees as to one or more Participating Employers or in the case of termination of participation by a Participating Employer, the Participating Employer's premiums and/or contributions (other than duly authorized assessments and any outstanding amounts due to the Trust) shall cease as of the effective date of termination and the assets then remaining in the Trust Fund shall continue to be used and applied, to the extent available, for the (a) payment of Health and Welfare Benefits under the Program with respect to claims incurred prior to such termination and other expenses and obligations arising prior to such termination; and (b) payment of reasonable and necessary expenses incurred in such termination. The Trust shall remain in full effect with respect to each Participating Employer that does not terminate its participation in the Trust, or whose participation is not terminated by the Trustees.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Construction and Governing Law.

(a) This Trust Agreement shall be construed, enforced and administered and the validity thereof determined in accordance with the Code and the laws of the State of Georgia. If any provision of the Trust Agreement is held to violate the Code or Georgia law, or to be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise affect the Trust.

(b) The headings and subheadings in this Trust Agreement are inserted for convenience of reference only and are not to be considered in the construction of any provision of the Trust Agreement.

(c) In resolving any conflict among provisions of this Trust Agreement and in resolving any other uncertainty as to the meaning or intention of any provision of this Trust Agreement, the interpretation that (i) causes the Trust to be exempt from tax as a governmental instrumentality under Code Section 115, and (ii) causes the Trust to comply with all applicable requirements of the Code and the laws of the State of Georgia shall prevail over any different interpretation.

Section 11.02 Parties Bound. This Trust Agreement shall be binding upon the Trustees and all Participating Employers, and, as the case may be, the delegates, successors, and assigns of each of them.

Section 11.03 Necessary Parties to Disputes. Necessary parties to any accounting, litigation, or other proceedings relating to the Trust Agreement shall include only the Trustees. The settlement or judgment in any such case in which the Trustees are duly served or cited shall be binding upon the Participating Employers, and upon all persons claiming by, through, or under them.

Section 11.04 Severability. If any provisions of the Trust Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Trust Agreement shall continue to be fully effective.

Section 11.05 Supersession. The terms of the Trust Agreement shall supersede any previous oral or written agreement between the parties to this Trust pertaining to matters that are the subject of the Trust.

Section 11.06 Nonassignment. No Participating Employer may commute, sell, assign, transfer, or otherwise convey any right it may have under the Trust. The assets held under this Trust shall not be subject to the rights of the creditors of the Participating Employers, the Trustees, the Custodian or the Program Administrator, and shall be exempt from execution, attachment, prior assignment or any other judicial relief or order for the benefit of creditors or other third person.

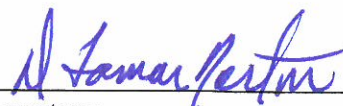
Section 11.07 Erroneous Payments. If the Trustees or the Program Administrator make any payment that according to the terms of the Trust and the benefits provided hereunder should not have been made, the Trustees or Program Administrator may recover that incorrect payment, by whatever means necessary, whether or not it was made due to the error of the Trustees or Program Administrator, from the person to whom it was made or from any other appropriate party. For example, the Trustees or Program Administrator may deduct the amount of the incorrect payment when making any future payments to that Participating Employer.

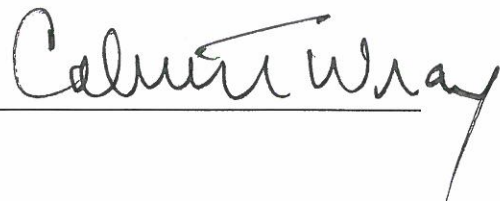
Section 11.08 Release. Any payment to any Participating Employer or its designee shall, to the extent thereof, be in full satisfaction of the claim of such Participating Employer being paid thereby and the Trustees or Program Administrator may condition payment thereof on the delivery by the Participating Employer or its designee of the duly executed receipt and release in such form as may be determined by the Trustees or Program Administrator.

IN WITNESS WHEREOF, this Trust Agreement has been executed by the undersigned on the date indicated. This Trust Agreement shall be effective June 22, 2014.

**BOARD OF TRUSTEES,
GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM**

Dated: June 22, 2014


Secretary

Attest: 



Georgia Municipal Employees Benefit System
Open Access POS 90/70 - \$1,000 Deductible Plan
Schedule of Benefits

Effective January 1, 2022

All benefits are subject to the calendar year deductible, except those with in-network copayments, unless otherwise noted. In addition to deductibles, members are responsible for copayments and any applicable coinsurance. Members are also responsible for all costs over the plan maximums, where applicable.

Some services may require pre-certification before services are covered by the Plan. Please see the Benefits Booklet under Getting Approval for Medical Benefits for additional information. Primary Care Physician (PCP) selection is encouraged, but not required. No referrals are required.

When using out-of-network providers, members may be responsible for any difference between the Maximum Allowed Amount (see Benefits Booklet for definition) and actual charges, in addition to any copayments, deductibles and/or applicable coinsurance.

Deductibles, Coinsurance and Maximums	In-Network Benefit Level	Out-of-Network Benefit Level
Calendar Year Deductible* Individual Family	\$1,000 \$3,000	\$2,000 \$6,000
Coinsurance	Plan pays 90% after deductible	Plan pays 70% after deductible
Lifetime Maximum	unlimited	unlimited
Out-of-Pocket Calendar Year Maximum* Medical Rx	\$3,000 individual / \$6000 family \$1,600 individual / \$3200 family	\$5,000 individual / \$10,000 family \$3,200 individual / \$6,400 family

**All family members covered under the Plan contribute toward the total Family deductible and Out-of-pocket maximums. The most any one family member contributes is the Individual amount. Once the Family amount is satisfied, there is no further accumulation for any family members for the remainder of the calendar year.*

The following do not apply to the Out-of-Pocket Maximums: Premiums, any amount above the Maximum Allowed Amount (see Benefits Booklet for definition), and charges for health care this Plan doesn't cover. Deductible and Out-of-Pocket amounts are accumulated separately for in-network and out-of-network services.

Covered Services	In-Network Benefit Level	Out-of-Network Benefit Level
Office Visits: Preventive Care		
• Well-child care, immunizations	\$0 Physician copayment or \$0 Specialist Physician copayment	Plan pays 70% after deductible <i>(deductible waived through age 5)</i>
• Annual Wellness Examination	\$0 Physician copayment or \$0 Specialist Physician copayment	Plan pays 70% after deductible
• Annual gynecology examination/mammography	\$0 Physician copayment or \$0 Specialist Physician copayment	Plan pays 70% after deductible
• Prostate screening	\$0 Physician copayment or \$0 Specialist Physician copayment	Plan pays 70% after deductible
Illness or Injury		
• Physician office visit (includes lab, radiology, and office surgery)	\$35 copayment	Plan pays 70% after deductible
• LiveHealth Online healthcare provider visit	Plan pays 100%	Plan pays 100%
• Specialty care physician office visit	\$45 copayment	Plan pays 70% after deductible
• Second surgical opinion	\$45 copayment	Plan pays 70% after deductible
• Allergy care (office visit, testing, serum, and allergy shots)	\$35 Physician copayment or \$45 Specialist Physician copayment	Plan pays 70% after deductible
• Maternity (prenatal, postnatal)	\$0 copayment	Plan pays 70% after deductible
Emergency/Urgent Care Services - <u>Preauthorization</u> is required within 48 hours of ER admission (or ASAP). Failure to <u>preauthorize (out-of-network)</u> may result in reduced or no coverage.		
• Emergency room care of life-threatening illness or serious accidental injury	\$200 copayment <i>(waived if admitted)</i>	\$200 copayment <i>(waived if admitted)</i>
• Non-emergency use of the emergency room	Not covered	Not covered
• Urgent Care Center	\$60 copayment	\$60 copayment
• Ambulance (when medically necessary)	Plan pays 90% after deductible	Plan pays 90% of allowed amount after deductible (balance billing may occur)
Inpatient Services		
• Daily room, board and general nursing care at semi-private room rate; ICU/CCU; other medically necessary hospital charges such as diagnostic x-ray and lab services; newborn nursery care	Plan pays 90% after deductible	Plan pays 70% after deductible
• Physician services (surgeon, anesthesiologist, radiologist, pathologist)	Plan pays 90% after deductible	Plan pays 70% after deductible

POS 90/70 - \$1,000 Deductible Plan continued
 Effective January 1, 2022

Covered Services	In-Network Benefit Level	Out-of-Network Benefit Level
Outpatient Services		
• Surgery facility/hospital charges	Plan pays 90% after deductible	Plan pays 70% after deductible
• Diagnostic x-ray and lab services	Plan pays 90% after deductible	Plan pays 70% after deductible
• Physician services (surgeon, anesthesiologist, radiologist, pathologist)	Plan pays 90% after deductible	Plan pays 70% after deductible
Therapy Services Day or visit maximums are combined between in-network and out-of-network.		
• Speech Therapy	Plan pays 90% after deductible	Plan pays 70% after deductible
• Physical, Occupational Therapy	Plan pays 90% after deductible	Plan pays 70% after deductible
▪ Chiropractic – 30-day visit maximum per calendar year combined in and out of network	\$45 co-pay office visit Plan pays 90% for all other services after deductible	Plan pays 70% after deductible
• Respiratory Therapy	Plan pays 90% after deductible	Plan pays 70% after deductible
• Radiation Therapy, Chemotherapy	Plan pays 90% after deductible	Plan pays 70% after deductible
Mental Health/Substance Abuse Services Services may be accessed by calling 1-800-292-2879.		
• Inpatient (facility and physician fee)	Plan pays 90% after deductible	Plan pays 70% after deductible
• Inpatient Substance Abuse Detoxification (facility and physician fee)	Plan pays 90% after deductible	Plan pays 70% after deductible
• Partial Hospitalization Program (facility and physician fee)	Plan pays 90% after deductible	Plan pays 70% after deductible
• Intensive Outpatient Program (facility and physician fee)	Plan pays 90% after deductible	Plan pays 70% after deductible
• Professional Outpatient Services	\$35 copayment	Plan pays 70% after deductible
• LiveHealth Online healthcare provider visit	Plan pays 100%	Plan pays 100%
Other Services Day or visit maximums are combined between in-network and out-of-network.		
• Skilled Nursing Facility – 90-day calendar year maximum combined in and out of network	Plan pays 90% after deductible	Plan pays 70% after deductible
• Home Health Care – 120-visit calendar year maximum combined in and out of network	Plan pays 90% after deductible	Plan pays 70% after deductible
• Hospice Care	Plan pays 100% (<i>not subject to deductible</i>)	Plan pays 100% (<i>not subject to deductible</i>)
Pharmacy Covers up to a 30-day supply (retail) or 90 day supply (mail order/CVS retail); Out-of-network –must file claim form for reimbursement, which is limited to Aetna’s approved cost minus copay; If a generic is available and the member requests a brand-name drug to be dispensed, the member pays their applicable co-pay plus the difference in cost between the brand and generic drug. Specialty drugs can be filled one time at retail before moving to Aetna Specialty Pharmacy		
Retail max 30 day supply		Must file claim form for reimbursement
Generic	\$10 copayment	\$10 copayment + cost difference
Formulary Brand	\$35 copayment	\$35 copayment + cost difference
Non-formulary Brand	\$60 copayment	\$60 copayment + cost difference
Mail Order/CVS retail pharmacy max 90 day supply		N/A
Generic	\$20 copayment	
Formulary Brand	\$70 copayment	
Non-formulary Brand	\$120 copayment	

The information contained in this summary does not represent a guarantee of the benefits, nor does it change or modify the governing documents underlying the Plan. In the event of a conflict between the information provided and the terms of the governing plan documents, eligibility for benefits and payment of benefits, if any, will be determined in accordance with and subject to applicable governing plan documents.

Keep Smiling

Delta Dental PPO™



Save with PPO

Visit a dentist in the PPO¹ network to maximize your savings.² These dentists have agreed to reduced fees, and you won't get charged more than your expected share of the bill.³ Find a PPO dentist at deltadentalins.com.

Set up an online account

Get information about your plan, check benefits and eligibility information, find a network dentist and more. Sign up for an online account at deltadentalins.com.

Check in without an ID card

You don't need a Delta Dental ID card when you visit the dentist. Just provide your name, birth date and enrollee ID or Social Security number. If your family members are covered under your plan, they'll need your information. Prefer to have an ID card? Simply log in to your account to view or print your card.

Coordinate dual coverage

If you're covered under two plans, ask your dental office to include information about both plans with your claim — we'll handle the rest.

Understand transition of care

Generally, multi-stage procedures are covered under your current plan only if treatment began after your plan's effective date of coverage.⁴ Log in to your online account to find this date.

Get LASIK and hearing aid discounts

With access to QualSight and Amplifon Hearing Health Care⁵, you can save as much as 50% on LASIK procedures and more than 60% on hearing aids. To take advantage of these discounts, call QualSight at **855-248-2020** and Amplifon at **888-779-1429**.

Save with a PPO dentist



¹ In Texas, Delta Dental Insurance Company provides a dental provider organization (DPO) plan.

² You can still visit any licensed dentist, but your out-of-pocket costs may be higher if you choose a non-PPO dentist. Network dentists are paid contracted fees.

³ You are responsible for any applicable deductibles, coinsurance, amounts over annual or lifetime maximums and charges for non-covered services. Out-of-network dentists may bill the difference between their usual fee and Delta Dental's maximum contract allowance.

⁴ Applies only to procedures covered under your plan. If you began treatment prior to your effective date of coverage, you or your prior carrier is responsible for any costs. Group- and state-specific exceptions may apply. If you are currently undergoing active orthodontic treatment, you may be eligible to continue treatment under Delta Dental PPO. Review your Evidence of Coverage, Summary Plan Description or Group Dental Service Contract for specific details about your plan.

⁵ Vision corrective services and Amplifon's hearing health care services are not insured benefits. Delta Dental makes the vision corrective services program and hearing health care services program available to you to provide access to the preferred pricing for LASIK surgery and for hearing aids and other hearing health services.

Plan Benefit Highlights for: Georgia Municipal Employees Benefit System

Group No: 09528

Effective Date: 1/1/2021

DELTA DENTAL PPOSM

BENEFIT HIGHLIGHTS

Eligibility	Primary enrollee, spouse and eligible dependent children to the end of the month dependent turns age 26			
Deductibles Deductibles waived for Diagnostic & Preventive (D & P) and Orthodontics?	\$50 per person / \$150 per family each calendar year			
	Yes			
Maximums D & P counts toward maximum?	\$1,500 per person each calendar year			
	No			
Waiting Period(s)	Basic Services None	Major Services None	Prosthodontics None	Orthodontics None

Benefits and Covered Services*	Delta Dental PPO dentists**	Non-Delta Dental PPO dentists**
Diagnostic & Preventive Services (D & P) Exams, cleanings, x-rays and sealants	100 %	100 %
Basic Services Fillings	80 %	80 %
Endodontics (root canals) Covered Under Basic Services	80 %	80 %
Periodontics (gum treatment) Covered Under Basic Services	80 %	80 %
Oral Surgery Covered Under Basic Services	80 %	80 %
Major Services Crowns, inlays, onlays and cast restorations	50 %	50 %
Prosthodontics Bridges, dentures and implants	50 %	50 %
Orthodontic Benefits Adults and dependent children	50 %	50 %
Orthodontic Maximums	\$1,000 Lifetime	\$1,000 Lifetime

* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.

** Reimbursement is based on PPO contracted fees for PPO dentists, Delta Dental Premier® contracted fees for Premier dentists and the program allowance for non-Delta Dental dentists.

Delta Dental Insurance Company 1130 Sanctuary Parkway, Suite 600 Alpharetta, GA 30009	Customer Service 800-521-2651	Claims Address P.O. Box 1809 Alpharetta, GA 30023-1809
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deltadentalins.com

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.



CITY COUNCIL AGENDA ITEM

SUBJECT: Employee Retirement Program

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Adoption Agreement
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, October 25, 2021

SUBMITTED BY: Steven McClure, Acting Human Resources Director

PRESENTER: Steven McClure

PURPOSE: The purpose of this recommended action is to allow the City of Stonecrest to participate in the Georgia Municipal Association 401a Defined Contribution Plan, including a 457b plan, effective December 1, 2021. To accomplish this action, the City Council must approve the attached Resolution and Adoption Agreement.

FACTS: The City of Stonecrest would like to enter into an Adoption Agreement with the Georgia Municipal Association (GMA) for the purposes of participating in the 401a Defined Contribution (DC) Plan. The City proposes to contribute 11% of an employee's compensation to the defined contribution plan for purposes of establishing a retirement plan for City employees. Additionally, the City proposes to match up to 4% of an employee's voluntary contributions to the 457b Deferred Compensation plan. Both the 401a and 457b plans have a graduated vesting schedule of 20% each year with a fully vesting period of 5 years.

OPTIONS: Approve, Deny, Defer Click or tap here to enter text.

RECOMMENDED ACTION: Approve



CITY COUNCIL AGENDA ITEM

ATTACHMENTS:

- (1) Attachment 1 - 401a Defined Contribution Resolution and Adoption Agreement (Action Item)
- (2) Attachment 2 - 401a Defined Contribution Master Plan Conformed (Review Only)
- (3) Attachment 3 - 457b Deferred Compensation Master Plan Conformed (Review Only)

THE GEORGIA MUNICIPAL ASSOCIATION, INC.

401(a) DEFINED CONTRIBUTION PLAN

**Amended and Restated
As of January 1, 2018**

**RESOLUTION AND
ADOPTION AGREEMENT**

[Participating Employer]

**Administered by:
Georgia Municipal Association, Inc.
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289**

RESOLUTION

WHEREAS, the _____ of _____, Georgia, (hereinafter referred to as the "Participating Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a defined contribution plan, funded by employer contributions;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering matching and/or non-matching contributions;

WHEREAS, the Participating Employer has reviewed the Georgia Municipal Association, Inc. ("GMA") Defined Contribution Plan, as amended and restated effective as of January 1, 2017 ("Plan");

WHEREAS, the Participating Employer wishes to participate or continue participating in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement (and, if applicable, an Addendum) for the Plan; and

WHEREAS, the _____ ("Governing Authority") is authorized by law to adopt this resolution approving the Adoption Agreement (and, if applicable, Addendum) on behalf of the Participating Employer;

Therefore, the Governing Authority of the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and the Trust Agreement ("Trust") for the Plan for its Employees.

Section 2. The Participating Employer acknowledges that the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan ("Trustees") are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

Section 3.

(a) The Participating Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this resolution. 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 Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating 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 Trustees of the Plan. The Participating Employer acknowledges that it is solely responsible for submitting Employer Contributions in accordance with the terms of this Adoption Agreement, including submitting said Employer Contributions as scheduled based on its Payroll Period or the end of the Plan Year, as applicable.

(b) The Participating Employer acknowledges that it may not be able to rely on the opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Participating Employer's Plan to be a qualified plan.

Section 4. The Participating Employer hereby authorizes Georgia Municipal Association, Inc. ("GMA"), the Provider who sponsors the Plan on behalf of the Trustees, to amend the Plan on its behalf as provided under Revenue Procedures 2017-41, 2011-49, and 2007-44. The Participating Employer understands that the implementing amendment reads as follows:

GMA will maintain a record of the Participating Employers, and GMA will make reasonable and diligent efforts to ensure that Participating Employers have actually received and are aware of all Plan amendments and that such Participating Employers adopt new documents when necessary. The provisions of this subsection shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

The Trustees or GMA, as directed by the Trustees, hereby reserves the right to terminate the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) and, likewise, to amend the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) to make desired changes in the design of the Plan. A true copy of the resolution of the Trustees approving such amendment shall be delivered to the Administrator and the Participating Employers. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Participating Employers, Employees, Participants, Beneficiaries, the Administrator, and all others having any interest under the Plan shall be bound thereby.

On and after February 17, 2005, GMA shall have the authority to advise and prepare amendments to the Plan, for approval by the Trustees, on behalf of all Participating Employers, including those Participating Employers who have adopted the Plan prior to the January 1, 2018, 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 Participating Employers. Any amendment prepared by the Provider and approved by the Trustees will be provided by the Administrator to Participating Employers. Notwithstanding the

foregoing paragraphs, effective on or after June 27, 2016, for any Participating Employer as of either:

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

such Participating Employer shall execute a resolution to adopt any amendments that are approved by the Trustees after the date under subparagraph (1) or (2) above, as applicable, within the earlier of (i) ninety (90) days after such Trustees' approval, or (ii) if applicable, the remedial amendment period under Code Section 401(b) as applicable to governmental plans. If the Participating Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, GMA's authority to amend the Plan on behalf of the Participating Employer is conditioned on the Plan receiving a favorable determination letter. The Participating Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

Section 5.

(a) The Participating Employer shall abide by the terms of the Plan and the Trust, including amendments to the Plan made under Section 4 and to the Trust made by the Trustees of the Plan, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.

(b) The Participating Employer accepts the administrative services to be provided by GMA and any services provided by a Service Manager as delegated by the Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts.

Section 6.

(a) The Participating Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements, if it takes the following actions:

- (i) A resolution must be adopted terminating its participation in the Plan.
- (ii) The resolution must specify when the participation will end.

The Trustees shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide

appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan.

(b) The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

Section 7. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 8. This resolution and the Adoption Agreement (and any Addendum) shall be submitted to the Trustees for their approval. The Trustees shall determine whether the resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Trustees may refuse to approve an Adoption Agreement (and any Addendum) by an Employer that does not have legal authority to participate in the Plan. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Adoption Agreement (and any Addendum) are adopted and executed in accordance with the requirements of applicable law.

Section 9. As provided in Revenue Procedure 2017-41, the Participating Employer may relay on the Plan's Opinion Letter, provided that the Participating Employer's Plan is identical to the GMA Plan, and the Participating Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan and Adoption Agreement.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By: _____
Signature

Name and Title

Attest: _____

Date: _____

[Governing Authority should assure that applicable law is followed in the adoption and execution of this resolution.]

GMA 401(a) DEFINED CONTRIBUTION PLAN ADOPTION AGREEMENT

ADMINISTRATOR

Georgia Municipal Association, Inc.
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289

PARTICIPATING EMPLOYER

Name: _____

GOVERNING AUTHORITY

Name: _____
Address: _____
Phone: _____
Facsimile: _____
Title of Person Authorized to receive Official Notices from the Plan or
GMA: _____

DISCLOSURE OF OTHER 401(a) PLAN(S)

This Participating Employer does or does not have an existing defined contribution plan(s). If the Participating Employer does have one or more defined contribution plans, the Governing Authority must provide the plan name, name of the plan's provider, and such other information requested by the Administrator.

TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Adoption Agreement, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined contribution plan, and is part of the GMA Defined Contribution and Deferred Compensation Program. Plan provisions designed to comply with applicable provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2017-37 (the 2017 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 Participating Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a) and the 2017 Cumulative List with the applicable effective dates.

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

- This is a new defined contribution plan adopted by the Participating Employer for its Employees effective _____, _____ (**insert effective date of this Adoption Agreement but not earlier than the beginning of the plan year in which the plan is adopted**), with respect to Contributions as approved by the Board of Trustees below.
- Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.
- This is an amendment and restatement of the current GMA 401(a) Defined Contribution Plan or other defined contribution plan of the Participating Employer, the effective date of which shall be **the date of its approval by the Governing Authority** (**insert effective date of this Adoption Agreement but not earlier than the first day of the plan year in which the plan is restated or the beginning of the plan year in which the plan is adopted**). This Adoption Agreement 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**).
 - Check this box if (i) any preexisting plan provisions will be preserved from a superseded non-GMA plan or (ii) any non-conforming provisions will be included in Plan provisions. An Addendum must be completed as part of the Adoption Agreement.
- This is an amendment to be effective as of _____, _____, (**insert effective date of this Adoption Agreement but not earlier than then beginning of the remedial amendment period for such amendment**) of the current GMA 401(a) Defined Contribution Plan previously adopted by the Participating Employer, which was originally effective _____, _____, as follows (**must specify elective provisions in this Adoption Agreement**):
 - _____
- Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be completed as part of the Adoption Agreement.

PLAN YEAR

Plan Year means the Participating Employer's Fiscal Year. For purposes of the limitations under Code Section 415(c) set forth in Article V of the Master Plan Document, the limitation year means the calendar year.

The Employer's Fiscal Year starts on: _____ (insert month and day e.g., July 1).

COVERED DEPARTMENTS

A Participating Employer may cover all of its departments in the Plan or only those listed (check one):

- All Departments
- Covered Departments (**must specify**): _____

ELIGIBLE EMPLOYEES

Only Employees as defined in the Plan may be covered by the Adoption Agreement. Independent contractors may not participate in the Plan. Subject to other conditions in the Plan and this Adoption Agreement, the following Employees of the Covered Departments are eligible to participate in the Plan, provided that they satisfy any additional eligibility requirements specified under "Other Eligibility Requirements" below (**check one**):

- All
- All with the following exclusions:
 - Municipal Legal Officer
 - Elected or appointed officials
 - Other¹ (**must specify and clearly define the ineligible classification of employees**): _____

- Only employees in any eligible 457(b) plan of the Employer. Note: Please check this box if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to any eligible 457(b) Plan of the Employer.

¹ Do not specify the inclusion or exclusion of a participant by using the name of the employee.

- Only employees in the Employer's GMA 457(b) plan. Note: Please check this box if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to the Employer's GMA 457(b) Plan.
- Other¹ (must specify and clearly define the classification of Eligible Employees; Eligible Employees shall not include non-governmental employees, independent contractors, or any other ineligible individuals):

No employee may be excluded based on the attainment of a maximum age.

The Employer shall provide the Administrator with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Adoption Agreement.

OTHER ELIGIBILITY REQUIREMENTS

Minimum Hours Per Week -- A Participating Employer may prescribe a minimum number of hours that an Employee must be scheduled and normally work in order to be an Eligible Employee under the Plan. The Employer hereby elects the following (elect either “No Minimum Hours Required” or “Minimum Hours Required” below. If you elect to have a minimum hour requirement you must specify the number of hours required in the space provided below). The Minimum Hour Requirement below only applies to common law Employees of the Employer and does not apply to elected or appointed officials.

- No Minimum Number of Hours Required**
- Minimum Hours Required Per Week (regularly scheduled):**
 - _____ (must not exceed 40 hours/week)
- Other Minimum Hour Requirement (must specify):** _____.

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

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

Minimum hour requirement applicable to excepted Eligible Employees:

- No Minimum Number of Hours Required**
- Minimum Hours Required Per Week (regularly scheduled):**
 - _____ (must not exceed 40 hours/week)

Other Minimum Hour Requirement (must specify): _____.

If any Eligible Employee ceases to meet the Minimum Hour Requirement (if any), he or she becomes ineligible for additional contributions until he or she once again meets the requirement. It is the Participating Employer's responsibility to monitor this requirement and to report to the Administrator a change in employee eligibility.

Waiting Period -- A Participating Employer may establish a waiting period before an Eligible Employee may become a Participant in the Plan. The Employer hereby elects the following (elect "no waiting period" or one of the waiting period options below):

No waiting period. An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan.

A waiting period described under one of the following options (check one):

Minimum Period of Service (please complete items below):

The waiting period for participation in the Plan shall be _____ (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on the date the Plan is adopted
 will be will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.

Different periods of service will be will not be added together to determine whether the waiting period has been satisfied.

Minimum Period of Contributions to 457(b) Plan (please complete items below):

The waiting period for participation in the Plan shall be _____ (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's eligible 457(b) plan(s).

Eligible Employees who are employed on the date the Plan is adopted
 will be will not be given credit for prior contributions made to the eligible 457(b) plan(s) for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee contributions to the eligible 457(b) plan(s) will will not require the employee to meet another waiting period to qualify for matching contributions.

Different periods of service in which deferrals are made as an Eligible Employee will will not be added together to determine if the waiting period has been satisfied.

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

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

Waiting period requirement applicable to excepted Eligible Employees:

No waiting period. An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan.

A waiting period described under one of the following options (check one):

Minimum Period of Service (please complete items below):

The waiting period for participation in the Plan shall be _____ (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on the date the Plan is adopted will be will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.

Different periods of service will be will not be added together to determine whether the waiting period has been satisfied.

Minimum Period of Contributions to 457(b) Plan (please complete items below):

The waiting period for participation in the Plan shall be _____ (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's eligible 457(b) plan(s).

Eligible Employees who are employed on the date the Plan is adopted will be will not be given credit for prior contributions made to the eligible 457(b) plan(s) for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee contributions to the eligible 457(b) plan(s) will will not require the employee to meet another waiting period to qualify for matching contributions.

Different periods of service in which deferrals are made as an Eligible Employee will will not be added together to determine if the waiting period has been satisfied.

EMPLOYER CONTRIBUTIONS

A Participating Employer may make Matching Contributions **and/or** Non-Matching Contributions as specified below. Matching Contributions and Non-Matching Contributions that are tied to Payroll Periods (as defined in this Adoption Agreement) must be remitted to the Administrator no later than 15 business days after the end of the Payroll Period. Annual Contributions must be remitted to the Administrator no later than 15 days after the end of the Plan Year. A Participating Employer may establish one or more classes of employees for contribution purposes in this Adoption Agreement. However, no employee may be excluded from contributions based on the attainment of a maximum age.

The Participating Employer hereby elects to make contributions as follows (**check matching, non-matching, or both as applicable**):

Matching Contributions

Employer Contributions shall be made to match all or a portion of a Participant's contribution to an eligible 457(b) deferred compensation plan, including but not limited to the GMA Deferred Compensation Plan. The Employer must identify the class or classes of Participants for whom contributions will be made and the contribution formula:

Class A Matching Contributions will be made on the following basis for Class A Participants:

Class A Participants are (**check one**):

- All Eligible Employees
- Other (**must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named**):

The Employer elects the following matching contribution formula for Class A Participants (**check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below**):

- Percentage Match**: For each Payroll Period in which the Participant contributed to _____ (insert plan name), an eligible 457(b) Plan of the Employer, the Employer will contribute _____% (insert percentage) of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every \$10 the Participant contributes to an eligible 457(b) Plan, the Employer will contribute \$5 to this Plan).

Cap on Percentage Match - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution (**check and fill in \$ or % of compensation limit to apply below, or check "no cap" below**):

Flat Dollar Cap: In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to (**complete as applicable**):

\$ _____ per weekly Payroll Period
\$ _____ per bi-weekly Payroll Period
\$ _____ per semi-monthly Payroll Period
\$ _____ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., \$100 per weekly Payroll Period, and \$200 per bi-weekly Payroll Period].

Cap Equal to Percentage of Total Compensation: In no event will Matching Contributions made on behalf of a Participant exceed _____% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.

No Cap

Flat Dollar Match: For each Payroll Period in which the Participant contributed at least \$ _____ (**may be \$1 to \$25**) to an eligible 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below (**complete as applicable**):

\$ _____ per weekly Payroll Period
\$ _____ per bi-weekly Payroll Period
\$ _____ per semi-monthly Payroll Period
\$ _____ per monthly Payroll Period

Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):

[Do not complete following section on Class B Matching Contributions if all Eligible Employees are included in Class A above].

Class B Matching Contributions will be made on the following basis for Class B Participants:

Class B Participants are (must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named):

The Employer elects the following matching contribution formula for Class B Participants (check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below):

- Percentage Match:** For each Payroll Period in which the Participant contributed to _____ (insert plan name), an eligible 457(b) Plan of the Employer, the Employer will contribute _____% (insert percentage) of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every \$10 the Participant contributes to an eligible 457(b) Plan, the Employer will contribute \$5 to this Plan).

Cap on Percentage Match - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution (check and fill in \$ or % of compensation limit to apply below, or check "no cap" below):

- Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to (complete as applicable):

\$ _____ per weekly Payroll Period
\$ _____ per bi-weekly Payroll Period
\$ _____ per semi-monthly Payroll Period
\$ _____ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., \$100 per weekly Payroll Period, and \$200 per bi-weekly Payroll Period].

- Cap Equal to Percentage of Total Compensation:** In no event will Matching Contributions made on behalf of a Participant exceed _____% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.

No Cap

- Flat Dollar Match:** For each Payroll Period in which the Participant contributed at least \$_____ (**may be \$1 to \$25**) to an eligible 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below (**complete as applicable**):

\$_____ per weekly Payroll Period
\$_____ per bi-weekly Payroll Period
\$_____ per semi-monthly Payroll Period
\$_____ per monthly Payroll Period

- Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):**

[Skip to "Payroll Period" below if Employer is not going to make Non-Matching Contributions]

Non-Matching Contributions

The Employer hereby elects to make contributions to the Plan without regard to a Participant's contribution to an eligible 457(b) plan(s). The Employer must identify the class or classes of Participants for whom these contributions will be made and the contribution formula:

Non-Matching Contributions shall be made on the following basis for Class C Participants:

Class C Participants are (**check one**):

- All Eligible Employees
 Other (**must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named**):

The Employer elects the following contribution formula for Class C Participants (**check one**):

- Year-End Contributions: A one-time Plan Year-end contribution of \$_____ or _____% of Compensation per Participant.
 - _____% of Compensation per Participant for each Payroll Period.
 - A flat dollar amount per Payroll Period as shown below **(complete as applicable)**:
 - \$_____ per weekly Payroll Period
 - \$_____ per bi-weekly Payroll Period
 - \$_____ per semi-monthly Payroll Period
 - \$_____ per monthly Payroll Period
 - Other Formula for Calculating Non-Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):
-
-

[Do not complete the following section on Class D Non-Matching Contributions if all Eligible Employees are included in Class C above].

Non-Matching Contributions shall be made on the following basis for Class D Participants:

Class D Participants are (must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named):

_____.

The Employer elects the following contribution formula for Class D Participants **(check one)**:

- Year-End Contributions: A one-time Plan Year-end contribution of \$_____ or _____% of Compensation per Participant.
- _____% of Compensation per Participant for each Payroll Period.
- A flat dollar amount per Pay Period as shown below **(complete as applicable)**:
 - \$_____ per weekly Payroll Period
 - \$_____ per bi-weekly Payroll Period
 - \$_____ per semi-monthly Payroll Period
 - \$_____ per monthly Payroll Period

- For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes the Participant's severance from employment; and 2) absent a severance from employment, they would have been paid to the Participant while the Participant continued in employment with the Participating Employer (check all that apply):
 - regular compensation paid after severance from employment for services rendered prior to severance during the Participant's regular working hours
 - compensation paid after severance from employment for services rendered prior to severance outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments
 - post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued
 - Other: _____

VESTING FOR EMPLOYER CONTRIBUTIONS

A Participating Employer may establish a vesting schedule for Employer Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified period of service (not to exceed 5 years), the Participant forfeits all or part of the Employer's Contributions. However, upon Death or Disability or the termination of the Plan, the Participant is 100% vested in the Participant's Employer Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Employer's responsibility to calculate the Eligible Employee's service and report it to the Administrator. Unless otherwise specified below, for purposes of vesting, service means the number of years and complete months of service of a Participant as an Eligible Employee of the Employer and the Participant's service begins with the first day of employment as an Eligible Employee. The Employer hereby elects the following (check one):

- Immediate Vesting.** No vesting schedule. Employer Contributions are 100% vested from the time credited to the Participant's Account (**if this option is elected, do not complete the rest of this section**).
- Cliff Vesting.** Employer Contributions are 100% vested after a Participant has been employed as an Eligible Employee for _____ years (**not to exceed 5 years**) (the "Vesting Period"). Matching contributions remain 0% vested until the Participant satisfies the full Vesting Period.

- Graduated Vesting Schedule.** Employer Contributions are vested on the following graduated scale (**insert vesting % for each completed year of service as an Eligible Employee. Note: Maximum waiting period for 100% vesting may not exceed 5 years**):

<u>Completed Years of Service as Eligible Employee</u>	<u>Vested %</u>
1 year	_____ %
2 years	_____ %
3 years	_____ %
4 years	_____ %
5 years	_____ 100 %

Complete the following items if Employer has elected Cliff Vesting or Graduated Vesting:

In determining the Participant's total years of service for vesting purposes, Eligible Employees who are employed on the date the Plan is adopted by the Employer (**check one**): will be will not be given credit for prior service as an Eligible Employee.

In determining the Participant's total years of service for vesting purposes, different periods of employment as an Eligible Employee (**check one**): will be added together will not be added together will be added together if the Participant is reemployed with the Employer before completing a period of separation of _____ years (not to exceed 5 years).

TREATMENT OF FORFEITURES

If a Participant separates from service, the Participant's non-vested Employer Contributions shall be forfeited as of the date of the Participant's Separation from Service. Amounts forfeited during a Plan Year shall be held unallocated until they are used to reduce or otherwise supplement Employer Contributions as of the earliest possible date such contributions are required to be made to the Plan. If there are no future Employer Contributions (as in the case of a frozen plan), forfeitures shall be used for administrative expenses; after which, any remaining forfeitures shall be allocated to Participants' Accounts.

MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If a Participating 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 amended Adoption Agreement (and any Addendum, if applicable) and forward the amended Adoption Agreement (and any Addendum) to the Trustees for approval. The amended Adoption Agreement (and Addendum) is not effective until approved by the Trustees and other procedures required by the Plan have been implemented.

The Administrator will inform the Participating Employer of any amendments made by the Trustees to the Plan. If there are no future Employer Contributions (as in the case of a frozen plan), forfeitures shall be used for administrative expenses, and, if forfeitures remain, shall be allocated to Participants' accounts.

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 Participating Employer of the discontinuance or abandonment of the Plan by the Trustees.

EXECUTION BY EMPLOYER

This Adoption Agreement (and any Addendum) may only be used in conjunction with the Georgia Municipal Association 401(a) Defined Contribution Plan Master Plan Document approved by the Internal Revenue Service under an opinion letter Q702380a dated June 30, 2020.

The 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 Plan under the Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is the Georgia Municipal Association, Inc., 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 GMA General Counsel or Deputy Executive Director, Risk Management and Employee Benefits.

The foregoing Adoption Agreement is hereby adopted and approved on the ____ day of _____, _____, by the _____.

Signed: _____

Printed Name: _____

Title: _____

Date of Signature: _____

TRUSTEES APPROVAL

The Adoption Agreement is approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan.

[Complete the following if the purpose of this Adoption Agreement is to establish a new defined contribution plan or to restate a preexisting defined contribution plan of the Participating Employer (other than a GMA 401(a) Defined Contribution Plan).]

Contributions shall first be remitted as follows:

- within 15 business days after the Payroll Period ending _____, _____.
- On the following prospective date (specify a specific date): _____.

Dated: _____

By: _____

Title: _____
on behalf of the Board of Trustees

T918466.19

**THE GEORGIA MUNICIPAL ASSOCIATION, INC.
401(a) DEFINED CONTRIBUTION PLAN**

**MASTER PLAN DOCUMENT
Amended and Restated
As of January 1, 2018**

**Administered by:
Georgia Municipal Association, Inc.
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289**

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**THE GEORGIA MUNICIPAL ASSOCIATION, INC.
DEFINED CONTRIBUTION PLAN**

The Georgia Municipal Association, Inc. Defined Contribution Plan ("Plan") is hereby amended and restated, generally effective January 1, 2018, except as otherwise provided herein, pursuant to a resolution of the Board of Trustees of the Georgia Municipal Association, Inc. ("GMA") Defined Contribution and Deferred Compensation Program, adopted September 25, 2020. The Plan is a governmental qualified defined contribution money purchase plan under Sections 401(a) and 414(d) of the Internal Revenue Code and is part of the GMA Defined Contribution and Deferred Compensation Program, as established by resolution of the Board of Directors of GMA.

Plan provisions are intended to comply with Internal Revenue Code Section 401(a) and applicable provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2017-37 (the 2017 Cumulative List) and are effective as of the applicable effective dates set forth in the Plan.

The Plan consists of the provisions set forth in this Master Plan document, along with the provisions set forth in the Adoption Agreement and any Addendum of any Participating Employer, and any amendments to the Master Plan, the Adoption Agreement, and any Addendum.

ARTICLE I - DEFINITIONS

1.01 "**Account**" means an account maintained for a Participant by the Administrator, which may include the following subaccounts and any other subaccounts established by the Administrator pursuant to Section 6.01: the Employer Contribution Account, the Employer Matching Contribution Account, the Employer Non-Matching Contribution Account, the Rollover Account, and the Transfer Account.

1.02 "**Addendum**" means any Addendum to an Adoption Agreement entered into by an Employer.

1.03 "**Administrator**" means GMA, and includes the Service Manager with regard to functions delegated by the Trustees to the Service Manager.

1.04 "**Applicable Form**" means the appropriate form as designated and furnished by the Administrator to make an election or provide a notice as required by the Plan. If a written election or consent is not specifically required by the Code, the Administrator may prescribe a verbal, electronic, or telephonic instruction in lieu of or in addition to a written form.

1.05 "**Adoption Agreement**" means the agreement entered into by an Employer to participate in this Plan.

1.06 "**Beneficiary**" means the person or persons designated by a Participant to receive any benefit payable upon the Participant's death.

1.07 "**Code**" means the Internal Revenue Code of 1986, as amended and as applicable to governmental plans as defined in Code Section 414(d). The term also includes the Internal Revenue Code of 1954, as amended and as applicable to governmental plans as defined in Code Section 414(d).

1.08 "**Compensation**" means all of a Participant's wages as defined in Code Section 3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)); provided, however, compensation shall also include the amount of any elective deferrals, as defined in Code Section 402(g)(3), and any amount contributed or deferred by the employer at the election of the Employee and which is not includable in the gross income

of the Employee by reason of Code Section 125 or 457, and elective amounts that are not includable in the gross income of the Employee by reason of Code Section 132(f)(4). If so elected in the Adoption Agreement, Compensation also includes certain additional amounts if paid no later than 2½ months after severance from employment or the end of the calendar year that includes a Participant's severance from employment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The compensation of each Participant for any Plan Year shall not exceed \$275,000 (for 2017), as adjusted for cost of living increases in accordance with Code Section 401(a)(17)(B).

1.09 "**Deferred Compensation Plan**" means any eligible deferred compensation plan of the Employer under Code Section 457(b), including but not limited to the Georgia Municipal Association Deferred Compensation Plan.

1.10 "**Disability**" or "**Disabled**" means a total and permanent disability determined as follows: (i) by the Social Security Administration for a Participant who is covered by Social Security; or (ii) by the Employer, for a Participant who is not covered by Social Security. With respect to (ii), an individual shall be considered to be Disabled if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration; provided, however, an individual shall not be considered to be Disabled unless he furnishes proof of the existence thereof in such form and manner as the Secretary of the Treasury may require.

1.11 "**Eligible Employee**" means an Employee who by the Adoption Agreement is eligible to participate in the Plan.

1.12 "**Employee**" means any person who is regularly employed in the services of the Employer as an employee and shall include elected or appointed members of the Governing Authority and Municipal Legal Officers if they are included as Eligible Employees in the Adoption Agreement. However, notwithstanding any other provision of the Plan to the contrary, the term "Employee" does not include: (a) an individual who is a nonresident alien and who receives no earned income (within the meaning of Code Section 911(d)(2)) from an Employer which constitutes income from sources within the United States within the meaning of Code Section 861(a)(3); (b) a leased employee; or (c) any person treated in good faith by an Employer as an independent contractor, regardless of whether such person is later determined to be a common law employee for tax purposes.

1.13 "**Employer**" means any municipal corporation, consolidated government, political subdivision, or other governmental instrumentality in the State.

1.14 "**Employer Contribution Account**" means the subaccount maintained by the Administrator to which Employer Contributions pursuant to Article IV, if any, may be credited.

1.15 "**Employer Contributions**" means Matching Contributions and Non-Matching Contributions determined under the Adoption Agreement and made by a Participating Employer to an Account for a Participant.

1.16 "**Employer Matching Contribution Account**" means the subaccount maintained by the Administrator to which Employer Matching Contributions pursuant to Article IV, if any, may be credited.

1.17 "**Employer Non-Matching Contribution Account**" means the subaccount maintained by the Administrator to which Employer Non-Matching Contributions pursuant to Article IV, if any, may be credited.

1.18 "**Governing Authority**" means the entity authorized by law to act for the Employer and adopt this Plan through the Adoption Agreement.

1.19 "**Investment Fund**" means an investment fund which forms part of the Trust Fund as established by the Trustees.

1.20 "**Matching Contribution**" means the Participating Employer matching contributions as determined under the Adoption Agreement and made pursuant to Article IV.

1.21 "**Non-Matching Contribution**" means the Participating Employer non-matching contributions as determined under the Adoption Agreement and made pursuant to Article IV.

1.22 "**Normal Retirement Age**" means the date a Participant attains age sixty-five (65).

1.23 "**Participant**" means an Eligible Employee who participates under this Plan by enrolling (including a default enrollment) and maintaining an Account balance.

1.24 "**Participating Employer**" means any Employer who elects to participate in the Plan pursuant to Article II with respect to the Eligible Employees of one (1) or more departments.

1.25 "**Payroll Period**" means the period during which payroll is determined by the Participating Employer.

1.26 "**Plan Year**" means the plan year as determined by a Participating Employer in the Adoption Agreement.

1.27 "**Provider**" means Georgia Municipal Association, Inc., who is the Provider sponsoring the Plan on behalf of the Trustees.

1.28 "**Rollover Account**" means the subaccount maintained by the Administrator to which rollovers pursuant to Article XIV will be credited. The Administrator may establish one or more rollover subaccounts for a Participant.

1.29 "**Separation from Service**" means severance of a Participant's employment with the Participating Employer for any reason, including retirement. A Participant shall be deemed to have Separated from Service with the Participating Employer for purposes of the Plan when, in accordance with the established personnel practices of the Participating Employer, the employment relationship is considered actually terminated. If a Participant has not been terminated, but the Participant has not performed services for the Participating Employer for a period of six (6) consecutive months and the Participant is not on a paid leave of absence, the Participant shall be deemed Separated from Service for purposes of this Plan at the end of the six (6) month period.

1.30 "**Service Manager**" means the person or organization appointed by the Trustees to perform service and administrative functions delegated by the Trustees.

1.31 "**State**" means the State of Georgia.

1.32 "**Transfer Account**" means the subaccount maintained by the Administrator to which transfers to the Plan pursuant to Article XV will be credited. The Administrator may establish one or more transfer subaccounts for a Participant.

1.33 "**Trust**" means the trust established by the Trustees pursuant to a written agreement that constitutes a valid trust under the law of Georgia.

1.34 "**Trustees**" means the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Program.

1.35 "Rules of Construction" words used herein in the masculine gender shall be construed to include the feminine gender where appropriate, and words used herein in the singular or plural shall be construed as being in the plural or singular where appropriate.

ARTICLE II - PARTICIPATION BY EMPLOYERS

2.01 Participating Employer. An Employer may make the Plan available to its Employees if it takes the following actions:

(a) The Governing Authority of the Employer must pass a resolution formally adopting this Plan for its Employees and approving the Adoption Agreement.

(b) The resolution must indicate the date of adoption.

(c) The resolution must commit to the terms of an Adoption Agreement as completed by the Employer.

(d) the resolution must specify that the Employer shall abide by the terms of the Plan and the Trust, including all investment, administrative, and service agreements of the Plan, and all applicable provisions of the Code and other applicable law.

(e) The resolution must acknowledge that the Trustees are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Employer.

(f) Employers whose Employees are participating in a defined contribution plan under Code Section 401(a) and 414(d) as of the effective date of the Adoption Agreement must inform the Administrator of the name of and the provider of that plan and must provide any other information requested by the Administrator.

The Trustees shall determine whether the resolution complies with this section. If it does, and provided the other requirements of the Plan and Trust are met, the Trustees shall execute the Adoption Agreement and provide appropriate forms for the Employer to implement its participation in the Plan.

2.02 Multiple Employer Plan. An Employer may include in its Resolution coverage for additional employers, such that the Plan will cover multiple employers, who will be treated as Participating Employers. These additional employers shall be governed by the terms of the Plan as adopted in the Adoption Agreement.

ARTICLE III - ELIGIBLE EMPLOYEE PARTICIPATION

3.01 Participation Procedure. Only Eligible Employees as defined by the Adoption Agreement may be Participants in the Plan. The Administrator shall prescribe the enrollment form for Eligible Employees to become Participants.

3.02 Cessation of Plan Participation. An Eligible Employee shall cease to be a Participant on the distribution and/or forfeiture of the Participant's entire interest in the Plan.

ARTICLE IV - CONTRIBUTIONS

4.01 Contributions. Contributions shall be made to the Plan in accordance with this Article, the Adoption Agreement, and subject to the limitations under Article V. A Participating Employer shall specify in the Adoption Agreement whether it will make Matching Contributions and/or non-Matching Contributions. Matching Contributions shall be made to match all or a portion of the Participant's contributions to a Deferred Compensation Plan, in accordance with the formula and method specified by the Participating Employer in the Adoption Agreement. Non-Matching Contributions are not tied to Participant contributions to a Deferred Compensation Plan and shall be made in accordance with the formula and method specified by the Participating Employer in the Adoption Agreement.

The Adoption Agreement establishing the amount and method of calculating contributions continues in effect from Plan Year to Plan Year until amended or repealed by the Governing Authority or until the Participating Employer's participation in the Plan is terminated.

4.02 Matching Contributions. If the Adoption Agreement provides for Matching Contributions, the Governing Authority shall determine and specify in the Adoption Agreement the formula for calculating the Matching Contributions, which may be all or a specified portion of a Participant's contribution to a Deferred Compensation Plan. In the Adoption Agreement, the Participating Employer may establish different classes of Participants who are eligible or ineligible to receive Matching Contributions. The Employer may also establish different Matching Contribution amounts or formulas applicable to different classes of Eligible Employees.

4.03 Eligibility for Matching Contributions.

(a) If the Adoption Agreement provides for Matching Contributions, a Participant shall be eligible for Matching Contributions for any Payroll Period only if the Participant meets the conditions set forth in the Adoption Agreement.

(b) In no event shall a Participant receive any Matching Contributions for any Payroll Period for which the Participant does not have an effective payroll deferral to a Deferred Compensation Plan for that Payroll Period.

4.04 Non-Matching Contributions. If the Adoption Agreement provides for Non-Matching Contributions, the Governing Authority shall determine and specify in the Adoption Agreement the formula for calculating the Non-Matching Contributions, which may be a fixed amount or a specified portion of a Participant's Compensation. In the Adoption Agreement, the Participating Employer may establish different classes of Participants who are eligible or ineligible to receive Non-Matching Contributions. The Employer may also establish different Non-Matching Contribution amounts or formulas applicable to different classes of Eligible Employees.

4.05 Eligibility for Non-Matching Contributions. If the Adoption Agreement provides for Employer Non-Matching Contributions, a Participant shall be eligible for Non-Matching Contributions only if the Participant meets the conditions set forth in the Adoption Agreement.

4.06 Changes in Employer Contributions. A Participating Employer may adjust the amount or method of Employer Contributions throughout the Plan Year by adopting a resolution to amend its Adoption Agreement in accordance with Section 20.02. The resolution must be sent to the Administrator. The Trustees must approve or disapprove the amendment and, if approved, establish the effective date of any change to the Employer Contributions.

4.07 Employee Contributions, Rollovers, and Transfers. Employee contributions under the Plan are not required or permitted. However, a Participant may rollover eligible rollover distributions to the Participant's Rollover Account, pursuant to Article XIV. In addition, the Plan may accept transfers to a Participant's Transfer Account, pursuant to Article XV.

4.08 Remittance of Contributions. The Employer Contributions shall be paid as specified in the Adoption Agreement. All amounts of Employer Contributions under the Plan shall be transferred by the Participating Employers to the Trust within the time limits described in this Section. Contributions shall first be remitted to the Trust only after the Employer's Adoption Agreement is approved by the Trustees. Upon approval of the Adoption Agreement, the Trustees shall specify the date Employer Contributions are to commence. In no event shall contributions under the Plan be transferred by the Participating Employer to the Trust later than fifteen (15) business days after the Payroll Period specified in the Adoption Agreement or after the end of the Plan Year with respect to Employer Contributions made on a Plan Year basis.

4.09 Delinquent Contributions. It is the Participating Employer's responsibility to correctly calculate and timely remit the appropriate Employer Contributions. The Administrator reserves the right to give notice to the highest elected official, the designated representative of the Employer and/or the Eligible Employees of the delinquent Participating Employer in the event it comes to the Administrator's attention that Employer Contributions are not being remitted in a timely manner or that Employer Contributions are otherwise not being made in accordance with the terms of the Plan or in accordance with state or federal law or regulation.

Neither GMA, the Trustees, nor the Administrator have any liability for the delinquency of a Participating Employer or for a Participating Employer's failure to make Employer Contributions in accordance with the terms of the Plan or in accordance with state or federal law or regulation.

ARTICLE V - LIMITATIONS ON CONTRIBUTIONS

5.01 Applicability of Article. Notwithstanding any provision of the Plan to the contrary, contributions to the Plan and additions to Accounts of Participants shall be limited as provided in Code Section 415 as provided in this Article.

5.02 Limitation under Code Section 415. Notwithstanding anything in the Plan to the contrary, the following limitations shall apply:

(a) To the extent required under Code Section 415(c), in no event shall the "annual addition," as defined in this Section for a Participant for any limitation year, exceed the lesser of:

(1) Forty Thousand Dollars (\$40,000), as adjusted for cost of living under Code Section 415(d) (\$55,000 for 2017); or

(2) One hundred percent (100%) of Compensation (as defined in Article I) actually paid or includable in gross income during such limitation year. Compensation also includes certain additional amounts if paid no later than 2½ months after severance

from employment or the end of the calendar year that includes a Participant's severance from employment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. Such additional amounts include regular compensation for services during the Participant's regular working hours or compensation for services outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and, payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued. Any payment to a Participant paid by the Participating Employer not described above is not considered compensation if paid after severance from employment, even if it is paid within 2½ months following severance from employment.

An Employee who is in qualified military service (within the meaning of Internal Revenue Code Section 414(u)(1)) shall be treated as receiving compensation from the Participating Employer during such period of qualified military service equal to (i) the compensation the Employee would have received during such period if the Employee were not in qualified military service, determined based on the rate of pay the Employee would have received from the Participating Employer but for the absence during the period of qualified military service, or (ii) if the compensation the Employee would have received during such period was not reasonably certain, the Employee's average compensation from the Participating Employer during the twelve month period immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service).

Compensation of each Participant shall not exceed the applicable limit established by Code Section 401(a)(17) as of the first day of the limitation year, as increased for the cost of living adjustment (\$275,000 for 2017). The cost of living adjustment in effect for a limitation year applies to compensation for the Plan Year that begins with or within such limitation year.

(b) The Plan shall be administered so as to comply with the limitations of Code Section 415.

(c) For purposes of this Section, all defined contribution plans of a Participating Employer are to be treated as a single defined contribution plan. However, each Participating Employer is to be considered as a separate employer.

(d) Any corrections required under this Article V may be made pursuant to the IRS Employee Plans Compliance Resolution System. For limitation years prior to July 1, 2007, if the annual addition for a Participant under the Plan, determined without regard to the limitation of paragraph (a), would have been greater than the annual addition for such Participant as limited by paragraph (a), then the excess, if due to a reasonable error in estimating compensation or such other circumstances as found by the Secretary of the Treasury to justify application of this paragraph, shall be reduced, to the extent necessary to satisfy such limitation by holding the excess unallocated in a suspense account and using it to reduce Participating Employer contributions in subsequent Plan Years.

(e) For purposes of this Section, "annual addition" means the annual addition as defined in Code Section 415(c) and as modified in Code Sections 415(l)(1) and 419A(d)(2). In general, Code Section 415(c) defines the annual addition as the sum of the following amounts

credited to a Participant's accounts for the limitation year under this Plan and any other defined contribution plan maintained by a Participating Employer:

(1) employer contributions;

(2) employee contributions;

(3) forfeitures;

(4) amounts allocated to an individual medical account, as defined in § 415(1)(2) of the Code, which is part of a pension or annuity plan maintained by the employer are treated as annual additions to a defined contribution plan. Also amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in § 419A(d)(3) of the Code, under a welfare benefit fund, as defined in § 419(e) of the Code, maintained by the employer are treated as annual additions to a defined contribution plan; and

(5) allocations under a simplified employee pension.

(f) For purposes of this Section, limitation year means the calendar year.

5.03 Participating Employer Responsibility for Contribution Limits. The Participating Employer must monitor contributions to the Plan on behalf of a Participant to this Plan and any other 401(a) plan maintained by the Participating Employer to determine compliance with this Article. The Participating Employer must cease contributions to avoid exceeding the limits of Section 5.02 and must notify the Administrator if excess annual additions are made. The Participating Employer may amend the Adoption Agreement to the extent necessary to satisfy Code Section 415.

ARTICLE VI - ACCOUNTS AND REPORTS

6.01 Account. The Administrator shall maintain applicable Accounts within the Participant's Account with respect to each Participant which may include: the Employer Contribution Account, the Employer Matching Contribution Account, the Employer Non-Matching Contribution Account, the Rollover Account, and the Transfer Account. The Administrator may establish an Employer Matching Contribution Account and an Employer Non-Matching Contribution Account, consistent with the Participating Employer's elections in the Addendum to the Adoption Agreement. If established, the Employer Matching Contribution Account shall be credited with the Participant's Employer Matching Contributions for each Payroll Period, and the Employer Non-Matching Contribution Account shall be credited with the Participant's Employer Non-Matching Contributions for each designated period (pursuant to the Adoption Agreement). If the Administrator does not establish these accounts, Employer Contributions shall be credited to the Employer Contribution Account. The Rollover Account shall be credited with the Participant's rollover contributions, if any, under Article XIV. The Transfer Account shall be credited with the Participant's transfers to the Plan, if any, under Article XV. The balance of the Participant's Accounts shall be adjusted daily to reflect any distribution to the Participant and all interest, dividends, account charges and changes of market value resulting from the investment of the Participant's Accounts. All Plan records, including individual account information, that are maintained by the Service Manager shall be the exclusive property of the Administrator. The Administrator may prescribe such minimum deposits to Participant's Accounts and each investment option for the Participant as it deems appropriate.

6.02 Statements of Account. A written report of the status of each Participant's Accounts shall be furnished to the Participant by the Administrator within thirty (30) days after

the end of each Plan quarter. All reports to Participants shall be based on the fair market value of investments credited to Accounts as of the reporting dates. Participant reports shall be deemed to have been accepted by the Participant as correct unless written notice to the contrary is received by the Administrator within ninety (90) days after the mailing or distribution of a report to the Participant.

6.03 Year End Reports. Within ninety (90) days after the end of each Plan Year, a written report shall be prepared and maintained on file by the Administrator showing the assets held under the Plan, a schedule of all receipts and disbursements, and all material transactions of the Plan during the preceding year. This report shall be in a form and shall contain other information as the Administrator requires. The report shall also contain such information as is necessary to enable the Trustees to prepare their accounting due under the Trust.

ARTICLE VII - VALUATION OF ACCOUNTS

7.01 Valuation. The Administrator shall value the investments each business day based on acceptable industry practices. All daily transactions shall be based on that day's closing market values.

7.02 Deposits. In all cases, deposits of contributions shall be treated as actually made only as of the date the funds are accepted as in good order by the Administrator.

7.03 Report from Administrator to Trustees. The Administrator shall provide a report to the Trustees concerning the valuation of Accounts quarterly.

ARTICLE VIII - TRUST

8.01 Trust Status. All assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income

of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. In resolving any conflict between provisions of the Plan and provisions of the Trust Agreement, the provisions of the Plan shall control.

8.02 Trust Fund. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and the Trust Agreement. All contributions to the Plan must be transferred by the Participating Employers to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

ARTICLE IX - INVESTMENT OF ACCOUNTS

9.01 Investment Options. From time to time, the Trustees shall determine the available Investment Funds for Participants (or Beneficiaries upon the death of the Participant). The Participants may direct the investment of their Accounts among the Investment Funds selected by the Trustees. Unless otherwise directed by the Participant (or Beneficiary), in accordance with procedures established by the Service Manager, a Participant's (or Beneficiary's) Rollover Account and Transfer Account shall be invested in the same manner as the Participant's (or Beneficiary's) Employer Contribution Account; if a Participant has both an Employer Matching Contribution Account and Employer Non-Matching Contribution Account with different investment directives, the investment directive of the Matching Contribution Account shall be applied. The Administrator shall follow the Participants' (or Beneficiaries') directions with respect to the investment of the Accounts, except that the Administrator shall direct the

investment of a Participant's (or Beneficiary's) Account to a default investment pursuant to Section 9.02 when there is no valid investment direction on file.

9.02 Investment Default Option. In the event that a Participant does not have a valid investment direction on file for any portion of the amount in that Participant's Account, that portion of the Account shall be invested in any default option or options as determined by the Trustees. In such event, the Participant shall be deemed to have directed that option (or options) for investment of such portion of their Account. The Trustees intend to establish one or more default options based upon various factors, including but not limited to, market risk, stability and rate of return. If the Trustees have appropriately exercised their fiduciary duty in selecting a default option(s), they have no liability for any loss sustained by a Participant or Beneficiary whose Account in whole or in part is invested in the default option(s). If an Employer directs the transfer of all assets under a superseded plan to this Plan and any or all of the investment funds under the superseded plan are not available under this Plan, the Trustees will invest the Participant's Account in any default option or options as determined by the Trustees, until the Participant makes a valid change of investment direction for such assets.

ARTICLE X - VESTING

10.01 Vesting Standards. The vesting standards for Employer Contributions shall be determined in the Adoption Agreement with the following exceptions:

(a) The Participant shall be 100% Vested in the Participant's Rollover Account and Transfer Account at all times.

(b) Upon attainment of Normal Retirement Age, Death or Separation from Service because of Disability, the Participant shall be 100% Vested in all the Participant's Accounts.

(c) Upon a Participating Employer's voluntary or involuntary termination of the Employer's Participation in the Plan or upon the Trustees' termination of the entire Plan, or upon

the complete discontinuance of the Employer's contributions to the Plan, the Participant shall be 100% Vested in all the Participant's Accounts.

10.02 Forfeitures. If a Participant has a Separation from Service, the Participant's non-vested Employer Contributions shall be forfeited as of the date of the Participant's Separation from Service. The Employer is responsible for reporting forfeitures to the Administrator when they occur. Amounts forfeited during a calendar year shall be used to reduce or otherwise supplement Employer Contributions no later than the last day of the second month following the end of the calendar year, or, if there are no Employer Contributions (such as in a frozen plan), shall be used for administrative expenses and, if forfeitures remain, allocated to remaining Participants' Accounts.

ARTICLE XI - BENEFITS

11.01 Benefit Payments. Benefits shall be paid from the Trust Fund in accordance with this Article. Benefits payable to a Participant or a Beneficiary (or estate, if applicable) shall be based upon the value of the Participant's Account.

(a) **Separation from Service.** Upon Separation from Service, a Participant may elect to have benefits commence on a date which is no later than the required beginning date under Code Section 401(a)(9), as specified in Article XII. All benefits shall be paid under a payment option under Section 11.02, subject to the restrictions in Article XII.

(b) **Death.** In the event of the Participant's death prior to the commencement of benefits under paragraph (a), the value of the Participant's Account shall be paid to the Beneficiary under a payment option elected by the Beneficiary under Section 11.02, subject to the restrictions in Article XII. Such benefits shall be payable commencing within sixty (60) days after receipt by the Administrator of satisfactory proof of the Participant's death. However, if the Beneficiary is the spouse of the Participant, then the spouse may elect, within sixty (60) days of

the Participant's death, to defer distribution to a date not later than the Participant's required beginning date as specified in Section 12.06(e). In the event of the Participant's death after commencement of benefits, benefits shall be paid subject to Article XII.

(c) **Disability.** Upon Separation from Service with the Participating Employer because of Disability, a Participant may elect to have benefits commence on a date which is no later than the required beginning date under Code Section 401(a)(9), as specified in Article XII. A Participant who is on leave without pay who becomes Disabled within the first six (6) months of the leave shall be considered to have Separated from Service on account of Disability. The commencement date must meet the required distribution commencement date provisions of Code Section 401(a)(9) as specified in Article XII. All benefits shall be paid under a payment option under Section 11.02, subject to the restrictions in Article XII.

11.02 Payment Options. The election of a payment option by a Participant or a Beneficiary under Section 11.01 must be made no later than thirty (30) days before the commencement of such benefits. Subject to restrictions established by the Administrator, the Plan shall permit payment options in the form of lump sums and may permit a Participant to elect payment over the life of the Participant; over the life of the Participant and a designated Beneficiary; over a period certain not extending beyond the life expectancy of the participant; or over a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a designated Beneficiary. Absent such an election, the Account will be paid in a lump sum.

11.03 Lump Sum Settlement. Notwithstanding anything in this Plan to the contrary, if a Participant's Account balance is not greater than \$5,000 (or such other lesser amount as determined by the Trustees with respect to the Plan Years of Participating Employers following

the determination) at the time of Separation from Service, the Administrator may effect a lump sum distribution of the Participant's Account, regardless of a Participant's or Beneficiary's direction. Effective for distributions made on or after March 28, 2005, if a lump sum distribution to be made under this Section is greater than \$1,000 and it is an eligible rollover distribution, and if the recipient of the distribution does not elect to have the distribution paid directly to an eligible retirement plan specified by the recipient in a direct rollover or does not elect to receive the distribution directly, then the Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Administrator.

11.04 Designated Beneficiary.

(a) A Participant shall have the right to file with the Administrator an Applicable Form designating the Beneficiary or Beneficiaries who shall receive the benefits payable under the Plan in the event of the Participant's death. No Beneficiary designation shall take effect until an Applicable Form is completed by the Participant and received and accepted by the Administrator.

(b) A Participant shall have the right to designate at least one primary and at least one contingent Beneficiary and to indicate whether the Beneficiaries in each class are to share equally or according to specified percentages. If a Beneficiary predeceases the Participant, the surviving Beneficiaries in the same class (i.e., primary or contingent) will share among each other all benefits in the same proportion as originally designated by the Participant. A contingent Beneficiary shall receive benefit payments only if there is no surviving primary Beneficiary.

(c) If the Participant dies without a valid Beneficiary designation on file for this Plan and he or she is a participant in the GMA Deferred Compensation Plan, the Participant's Beneficiary or Beneficiaries for purposes of the GMA Deferred Compensation Plan, if any, shall

be the Participant's Beneficiary or Beneficiaries under this Plan. If the Participant dies without a valid Beneficiary designation on file for this Plan or for the GMA Deferred Compensation Plan, the benefit payment shall be made to the Participant's surviving spouse, in which case the Participant's surviving spouse shall be the designated Beneficiary under the Plan. If there is no surviving spouse, the benefits shall be paid to the Participant's estate in a lump sum. In the event of the death of a Beneficiary after the Beneficiary has become entitled to receive benefits, the remaining benefits allocable to such Beneficiary shall be paid to the estate of the Beneficiary in a lump sum.

(d) The Beneficiary designation may be changed by the Participant on the Applicable Form at any time prior to the date benefits commence. Only the last designation of a Beneficiary prior to the date benefits commence shall have effect, and any new designation of a Beneficiary invalidates, supersedes, and revokes any prior designation, provided it is made on an Applicable Form completed by the Participant and received and accepted by the Administrator. Notwithstanding any provision to the contrary, a Beneficiary designation for this Plan shall control distribution of benefits payable under this Plan over a subsequent Beneficiary designation for the GMA Deferred Compensation Plan.

ARTICLE XII - MINIMUM DISTRIBUTION RULES

12.01 Precedence. The requirements of this Article will take precedence over any inconsistent provisions of the Plan.

12.02 Requirements of Treasury Regulations. All distributions required under this Article will be determined and made in accordance with Code Section 401(a)(9) and the Treasury regulations Sections 1.401(a)(9)-2 through 1.401(a)(9)-9 thereunder, including the incidental death benefit rules under Code Section 401(a)(9)(G).

12.03 Time and Manner of Distribution.

(a) The Participant's entire interest will be distributed, or begin to be distributed, to the Participant not later than the Participant's Required Beginning Date.

(b) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72 (age 70½ for distributions required to be made before January 1, 2020, with respect to a Participant who would have attained age 70½ before January 1, 2020), if later.

[AMENDED SEPTEMBER 25, 2020]

(2) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary may be made by lump sum, and distribution must be made no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse are required to begin, this subsection (b), other than subsection (b)(1), will apply as if the surviving spouse were the Participant.

For purposes of this subsection (b) and Section 12.05, unless subsection (b)(4) of this Section applies, distributions are considered to begin on the Participant's Required Beginning Date. If subsection (b)(4) of this Section applies, distributions are considered to begin on the date the distributions are required to begin to the surviving spouse under subsection (b)(1) of this Section. If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (b)(1) of this Section), the date distributions are considered to begin is the date distributions actually commence.

(c) Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Sections 12.04 or 12.05. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the Treasury regulations. Annuity payments must commence on or before the Participant's Required Beginning Date. The first payment, which must be made on or before the Participant's required beginning date, must be the payment which is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bimonthly, monthly, semi-annually, or annually.

(d) Once payments have begun over a period certain, the period certain cannot be changed except in the limited circumstances described in Section 1.401(a)(9)-6, Q&A-13, of the Treasury regulations.

(e) A participant's benefit may be distributed in a lump sum to purchase an annuity from an insurance company. All annuity payments (whether paid over an Participant's life, joint lives, or a period certain) must be either nonincreasing or increase only in accordance with Section 1.401(a)(9)-6, Q&A-14, of the Treasury regulations.

12.04 Required Minimum Distribution During Participant's Lifetime.

(a) During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

(1) The quotient obtained by dividing the Participant's Account Balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9, Q&A-2, of the Treasury regulations, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or

(2) If the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9, Q&A-3, of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year.

(b) Required minimum distributions will be determined under this Section beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

12.05 Required Minimum Distributions After Participant's Death.

(a) Death on or After Date Distributions Begin.

(1) If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:

(i) The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving spouse's death, the remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining Life Expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(b) Death (on or before December 31, 2021) Before Date Distributions Begin.

(1) If the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in subsection (a) of this Section.

(2) If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under

Section 12.03(b)(1), this subsection (b) will apply as if the surviving spouse were the Participant.

(c) Death After Required Minimum Distributions Begin. If distributions begin on the Participant's Required Beginning Date and the Participant dies before his or her entire interest has been distributed, the remaining portion of such interest must be distributed at least as rapidly as under the distribution method being used as of the date of the Participant's death.

(d) Required Minimum Distribution After Participant's Death Beginning after December 31, 2021. Notwithstanding the provisions above, if a Participant dies before their entire Account balance is distributed, the Participant's entire interest will be distributed no later than as follows:

(1) If the Designated Beneficiary is not the Participant's surviving spouse, a child of the employee who has not yet reached the age of majority, an individual who is disabled or chronically ill, or an individual who is not more than ten years younger than the employee, distributions after the Participant's death must be distributed no later than the tenth (10th) Distribution Calendar Year following the Participant's death.

(2) If the Designated Beneficiary is the Participant's surviving spouse, a child of the employee who has not yet reached the age of majority, an individual who is disabled or chronically ill, or an individual who is not more than ten (10) years younger than the employee, distributions after the Participant's death must be made over a period not to exceed the Designated Beneficiary's life expectancy. Alternatively, the Designated Beneficiary may elect to receive a total distribution of the Participant's Account balance by no later than the tenth (10th) Distribution Calendar Year following the Participant's death. [AMENDED SEPTEMBER 25, 2020]

12.06 Definitions for this Article.

(a) "Designated Beneficiary" means the individual who is designated as the Beneficiary under Article XI and is the Designated Beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9)-4 of the Treasury regulations.

(b) "Distribution Calendar Year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Section 12.03(b). The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

(c) "Life Expectancy" means life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9, Q&A-1, of the Treasury regulations.

(d) "Participant's Account Balance" means the Account balance as of the last valuation date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the

valuation date. The Account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

(e) "Required Beginning Date" means April 1 of the calendar year following the later of (i) the calendar year in which the Participant reaches age seventy-two (72) (age seventy and one-half (70½) for distributions required to be made before January 1, 2020, with respect to a member who would have attained age 70½ before January 1, 2020), or (ii) the calendar year in which the Participant Separates from Service. [AMENDED SEPTEMBER 25, 2020]

12.07 TEFRA Section 242(b)(2) Elections.

(a) Notwithstanding the other requirements of this Article distribution on behalf of any Participant who has made a designation under section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (a "section 242(b)(2) election") may be made in accordance with all of the following requirements (regardless of when such distribution commences):

(1) The distribution by the Plan is one which would not have disqualified such Plan under Code section 401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.

(2) The distribution is in accordance with a method of distribution designated by the Participant whose interest in the Plan is being distributed or, if the Participant is deceased, by a Beneficiary of such Participant.

(3) Such designation was in writing, was signed by the Participant or the Beneficiary, and was made before January 1, 1984.

(4) The Participant had accrued a benefit under the Plan as of December 31, 1983.

(5) The method of distribution designated by the Participant or the Beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Participant's death, the Beneficiaries of the Participant listed in order of priority.

(b) A distribution upon death will not be covered by this transitional rule unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Participant.

(c) For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Participant or the Beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in subsections 12.08 (a)(1) and (5).

(d) If a designation is revoked, any subsequent distribution must satisfy the requirements of Code section 401(a)(9) and the regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute, by the end of the calendar year following the calendar year in which the revocation occurs, the total amount not yet distributed which would have been required to have been distributed to satisfy Code section 401(a)(9) and the regulations thereunder, but for the section 242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does

not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life).

(e) In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Treasury Regulation section 1.401(a)(9)-8, Q&A-14 and Q&A-15, shall apply.

12.08 No Expansion of Payment Options. Nothing in this Article shall provide any individual entitled to a benefit under this Plan a benefit or payment option to which such individual would not otherwise be entitled pursuant to the provisions of the Plan.

12.09 2020 Waiver of Required Minimum Distributions

(a) Effective in 2020, notwithstanding Sections 12.04 and 12.05, a Participant or Designated Beneficiary who would have been required to receive a required minimum distribution for 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of section 401(a)(9)(I) of the Code (2020 required minimum distributions), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2020 required minimum distributions, or (2) one or more payments (that include the 2020 required minimum distributions) in a series of substantially equal periodic payments made at least annually and expected to last the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's Designated Beneficiary, or for a period of at least 10 years (Extended 2020 required minimum distributions), will receive those distributions is determined in accordance with this Section 12.09(b) below. Notwithstanding Section 12.09(b) below, a Participant or Beneficiary will be given the opportunity to elect whether or not to receive those distributions. In addition, notwithstanding Section 13.01 and solely for purposes of applying the direct

rollover provisions of the Plan, certain additional distributions in 2020 will be treated as eligible rollover distributions.

(b) A Participant or Beneficiary who would have been required to receive a 2020 required minimum distribution will not receive this distribution unless the Participant or Beneficiary chooses to receive the distribution. [AMENDED SEPTEMBER 25, 2020]

ARTICLE XIII - ELIGIBLE ROLLOVER FROM THIS PLAN

13.01 Plan Distributions and Withholding Requirements.

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(b) For purposes of the direct rollover provisions of the Plan, 2020 required minimum distributions will be treated as an Eligible Rollover Distribution in 2020. [AMENDED SEPTEMBER 25, 2020]

13.02 Definitions. The following definitions shall apply to this Article:

(a) An "Eligible Rollover Distribution" is any distribution under Article XI of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten (10) years or more; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); or (iii) the portion of any distribution that is not includable in gross income, provided that any portion of any distribution

that is not includable in gross income may be an Eligible Rollover Distribution for purposes of a rollover to either (1) a traditional individual retirement account or individual retirement annuity under Code Sections 408(a) or 408(b) or a Roth individual account or annuity described under Code Section 408A or (2) a qualified trust which is part of a plan which is a defined contribution plan under Code Sections 401(a) or 403(b) that will separately account for the distribution, including the taxable and non-taxable portions of the distribution, in a direct trustee-to-trustee transfer.

(b) An "Eligible Retirement Plan" is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a Roth IRA described in section 408A of the Code, an annuity plan described in section 403(a) of the Code, a qualified plan described in section 401(a) of the Code that accepts the distributee's eligible rollover distribution, an annuity contract described in Code Section 403(b), an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, and, effective after December 18, 2015, to a SIMPLE IRA described in Code Section 408(p) that has been established for at least two years. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p). The definition of an Eligible Retirement Plan for a nonspouse designated beneficiary of a deceased participant means an individual retirement annuity account established for the purpose of receiving a distribution from this Plan and treated as an inherited individual retirement account or annuity (within the meaning of Code Section 408(d)(3)(C)).

(c) A "Distributee" includes an employee, former employee, and, effective for Plan Years beginning on or after December 31, 2009, a nonspouse designated beneficiary (as defined in section 401(a)(9)(E) of the Code) of a deceased Participant. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse.

(d) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(e) Not fewer than 30 nor more than 180 days before a Plan distribution, the Administrator shall provide the recipient with a written tax explanation as required by Code Section 402(f), if applicable, including an explanation of (i) the direct transfer of benefits, if applicable; (ii) the applicability of withholding taxes; (iii) the availability of direct transfers or rollovers; (iv) the availability of the special forward income averaging of Code Section 402(d); and (v) the applicability of such provisions to an alternate payee under Code Section 402(e). Notwithstanding the preceding sentence, a distribution may begin fewer than 30 days after the notice described in the preceding sentence is given, provided that:

(1) the Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a participant distribution option), and

(2) the Participant, after receiving a notice, affirmatively elects a distribution.

ARTICLE XIV - ELIGIBLE ROLLOVERS TO THIS PLAN

To the extent permitted by the applicable provisions of the Code and regulations issued thereunder, a Participant may contribute to the Plan in cash as a rollover contribution a qualified

rollover amount from a qualified plan under Code Section 401(a); an annuity plan under Code Section 403(a); an individual retirement account or annuity under Code Sections 408(a) or (b); or an annuity contract under Code Section 403(b); provided that the Administrator, in its discretion, determines that the contribution satisfies all applicable requirements of the Code. A rollover contribution shall be allocated to the Rollover Account of the Participant as of the date of the contribution. The Participant's Rollover Account shall be available for distribution, under the payment options set forth in Section 11.02, at any time at the direction of the Participant, subject to any applicable penalties or other distribution requirements under the Code (including, but not limited to, Article XII).

ARTICLE XV - TRANSFERS

To the extent permitted by the applicable provisions of the Code and regulations issued thereunder, a Participant may make a plan-to-plan transfer to this Plan from another qualified plan as provided in this Article. Likewise, to the extent permitted by the applicable provisions of the Code and regulations issued thereunder, and subject to approval by the Trustees, this Plan will accept an Employer directed transfer of a Participant's assets from a qualified plan and trust. Such a Participant-directed or Employer-directed transfer is permitted only if the other plan provides for the direct transfer of the Participant's interest therein to the Plan. The Administrator may require in its sole discretion that the transfer be in cash or other property acceptable to the Administrator. The Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer and to confirm that the other plan is a qualified plan as defined in Section 401(a) of the Code. The amount so transferred shall be credited to the Participant's Transfer Account and shall be held, invested, accounted for, administered and otherwise treated in the same manner as a rollover contribution under Article XIV, subject to any applicable distribution requirements or limitations under the Code.

To the extent permitted by the applicable provisions of the Code and regulations issued thereunder, and subject to approval by the Trustees, a Participating Employer may direct the transfer of all the assets under its Plan to a successor qualified plan and trust that agrees to accept such transfer. In the event of such a transfer, each Participant or Beneficiary shall be entitled to receive (if the plan then terminated) a benefit immediately after the transfer which is not less than the benefit the Participant or Beneficiary would have been entitled to receive immediately before the transfer (if the plan had then terminated).

ARTICLE XVI - PARTICIPATING EMPLOYER OBLIGATIONS

Each Participating Employer is required to: (i) remit correct contributions on a timely basis pursuant to Article IV, in the form and manner required by the Administrator; (ii) notify the Administrator of any change in the Adoption Agreement at least thirty (30) days prior to the proposed effective date of the change; (iii) provide and/or distribute any reports, information, or notices as required by the Administrator; and (iv) comply with all requirements of the Plan. The Plan for a Participating Employer who fails to comply with its obligations under the Plan may be terminated by the Trustees in their discretion. A Participating Employer shall not be liable for losses arising from expense charges of any kind or from depreciation or shrinkage in the value of investments made under this Plan.

[AMENDED SEPTEMBER 25, 2020]

ARTICLE XVII - PLAN LOANS

Plan loans to Participants shall not be permitted.

ARTICLE XVIII - ADMINISTRATION OF PLAN

18.01 Compliance with Code Section 401(a). At all times, the Plan shall be administered in accordance with and construed to be consistent with Section 401(a) of the Code and its accompanying regulations, as applicable to governmental plans as defined in Code

Section 414(d). The Plan is a money purchase plan, whereby contributions are determined pursuant to Article IV of the Plan.

18.02 Trustees' Duties and Powers. The Trustees shall have the authority to control and manage the operation and administration of the Plan and shall be a named fiduciary of the Plan.

(a) The Trustees shall have such power and authority (including discretion with respect to the exercise of that power and authority) as may be necessary, advisable, desirable or convenient to enable the Trustees to carry out their duties under the Plan. The Trustees also have the powers and duties specified in the Trust Agreement. By way of illustration and not limitation, the Trustees are empowered and authorized:

(1) to establish procedures with respect to administration of the Plan, not inconsistent with the Plan and the Code, and to amend or rescind such procedures;

(2) to determine, consistent with the Plan, applicable law, rules or regulations, all questions of law or fact that may arise as to the eligibility for participation in the Plan and eligibility for distribution of benefits from the Plan, and the status of any person claiming benefits under the Plan, including without limitation, Participants, former Participants, Beneficiaries, Employees and former Employees;

(3) pursuant to Article XI of the Plan, to make payments from the Trust Fund to Participants, their Beneficiaries and other persons as the Trustees may determine;

(4) to contract with one or more Service Managers to perform education, enrollment, and administrative services under this Plan;

(5) to accept service of legal process;

(6) subject to and consistent with the Code, to construe and interpret the Plan as to administrative issues and to correct any defect, supply any omission or reconcile any inconsistency in the Plan with respect to same.

(b) Any action by the Trustees, which is not found to be an abuse of discretion, shall be final, conclusive and binding on all individuals affected thereby. The Trustees may take any such action in such manner and to such extent as the Trustees in their sole discretion may deem expedient and the Trustees shall be the sole and final judge of such expediency.

(c) The Trustees may delegate any power or duty to the Administrator except where the Trustees are required to review a determination of the Administrator.

18.03 Advice. The Trustees may employ one (1) or more persons to render advice with regard to their responsibilities under the Plan.

18.04 Delegation by Trustees. In addition to the powers stated in Section 18.02, the Trustees may delegate to an individual, committee or organization certain of their fiduciary or other responsibilities under the Plan. Any such individual, committee or organization shall remain a fiduciary until the delegation of fiduciary duty is revoked by the Trustees, which revocation may be without cause and without advance notice. Such individual, committee or organization shall have power and authority with respect to such delegated fiduciary or other responsibilities as the Trustees have under the Plan.

18.05 Fiduciary Insurance. The Trustees may require the purchase of fiduciary liability insurance for any of such fiduciaries to cover liability or losses occurring by reason of the act or omission of a fiduciary.

18.06 Payment of Benefits.

(a) Payments to Minors and Incompetents. Any Participant, Terminated Participant, or Beneficiary receiving or claiming benefits under the Plan shall be conclusively presumed to be mentally competent and of age until the Administrator receives a written notice, in a form and manner acceptable to it, that such person is incompetent or a minor, and that a guardian or other person legally vested with the care of his estate has been appointed. In the event a guardian of the estate of any person receiving or claiming benefits under the Plan shall be appointed by a court of competent jurisdiction, payments shall be made to such guardian and the guardian may take any and all actions with respect to the person's interest under the Plan in accordance with the terms of the appointment, provided that proper proof of appointment is furnished in a form and manner suitable to the Administrator. Any payment so made shall be a complete discharge of liability therefor under the Plan. No person may act as an attorney in fact for an Employee, Participant, Terminated Participant, or Beneficiary (or estate, if applicable) with respect to a matter involving the Plan unless a valid power of attorney document appointing such person and authorizing such action is submitted in a form and manner acceptable to the Administrator. The Administrator shall be entitled to rely upon a power of attorney document which it reasonably determines to be valid, without liability for actions taken by the Administrator at the request of the designated attorney in fact, unless and until the Administrator receives notice that the power of attorney is no longer effective.

(b) Correctness of Actions. The Trustees or Administrator, if in doubt concerning the correctness of their action in making a payment of a benefit, may suspend payment until satisfied as to the correctness of the payment or the person to receive the payment, or may file, in any state court of competent jurisdiction, a suit, in such form as it considers appropriate, for legal

determination of the benefits to be paid and the persons to receive them. The Trustees or Administrator may also bring a suit or take such other action as it deems appropriate in the case of questions involving investment directions. The Trustees and Administrator shall comply with the final order of the court in any such suit, and Participants, Beneficiaries, and the Participating Employers shall be bound thereby insofar as such order affects the benefits payable under this Plan or the method or manner of payment.

18.07 Limitation on Recovery. Participating Employers, Participants, and Beneficiaries (or their estates, if applicable) may not seek recovery against the Trustees, GMA, or any employee or agent of GMA or the Trustees, for any loss sustained by any Participating Employer, Participant, or Beneficiary (or estate, if applicable) due to the nonperformance of their duties, negligence or any other misconduct of the above-named persons. Participants and Beneficiaries (or their estates, if applicable) may not seek recovery against Participating Employers, or any employee or agent of the Participating Employer, due to the non-performance of their duties, negligence, or any other misconduct of the above named persons.

This paragraph shall not, however, excuse fraud or a wrongful taking by any person.

ARTICLE XIX - CLAIMS PROCEDURE

19.01 Claims Procedure: Service Manager. Any Participant may present a claim in writing to the Service Manager for any issue involving the Participant's Account investments or record-keeping. In addition, the Administrator may refer such issues to the Service Manager for review and resolution. The Service Manager shall utilize the protocol agreed to with the Administrator. The Service Manager shall resolve any such claim presented to it. If a Participant is not satisfied with the resolution determined by the Service Manager, the Participant may request in writing a claim review under Section 19.04.

19.02 Claims Procedure: Employer. Any Participant may present a claim in writing to the Participant's Employer for any issue involving eligibility or vesting. In addition, the Administrator may refer such issues to the Employer for review and resolution. The Employer shall resolve any such claim presented to it. If a Participant is not satisfied with the resolution determined by the Employer, the Participant may request in writing a claim review under Section 19.04.

19.03 Claims Procedure: Administrator. The Administrator shall have sole discretion to determine, based upon the Issue(s) raised, if a claim should be resolved by the Service Manager, Employer, or the Administrator pursuant to Sections 19.01, 19.02 or 19.03 respectively. A Participant, Beneficiary, or other person claiming benefits under this Plan ("Claimant") may present a claim in writing to the Administrator for any issue not covered by Section 19.01 or 19.02. The Administrator shall resolve any such claim presented to it in accordance with the procedures specified in Section 19.04(b) - (d). If the Claimant is not satisfied with the resolution determined by the Administrator, the Claimant may appeal the Administrator's decision under Section 19.05.

19.04 Claims Review.

(a) Within thirty (30) days after the Claimant is notified of a decision under Section 19.01 or 19.02, the Claimant may submit a written request for review of the decision by the Administrator. If such request is not filed within thirty (30) days, the decision of the Service Manager or Employer, as applicable, shall be final and binding. The thirty (30) day period may be waived by the Trustees for good cause shown.

(b) The Administrator shall within ninety (90) days provide adequate notice in writing to any Claimant as to its decision on any review. Such notice shall be written in a

manner calculated to be understood by the Participant. If such claim is denied by the Administrator, in whole or in part, such notice shall set forth:

- (1) the specific reasons for such denial,
- (2) specific reference to any pertinent provisions of the Plan on which denial is based,
- (3) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary, and
- (4) an explanation of the appeals procedure for the Plan.

(c) The Administrator shall act as a fiduciary in making a full and fair review of such claim.

(d) The Claimant or a duly authorized representative may review any Plan document which is pertinent to the claim and may submit issues and comments to the Administrator in writing at any time prior to the issuance of the Administrator's decision on review.

19.05 Appeals Procedure.

(a) Within sixty (60) days after receipt by the Claimant of notification of denial under Section 19.03 or 19.04, the Claimant shall have the right to present a written appeal to the Trustees, including submission of any additional written material that is pertinent to the claim. If such appeal is not filed within the sixty (60) day period, the decision of the Administrator shall be final and binding.

(b) A decision by the Trustees shall be made no later than sixty (60) days after their receipt of the appeal. However, if the Trustees decide that a hearing at which the Claimant or a duly authorized representative may be present is necessary and such a hearing is held, such

decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after their receipt of the appeal. Any such decision of the Trustees shall be in writing and shall provide adequate notice to the Claimant setting forth the specific reasons for any denial and written in a manner calculated to be understood by a Participant. Any such decision by the Trustees shall be final and binding.

19.06 Report to Trustees Concerning Claims and Appeals. The Administrator shall present a quarterly summary report to the Trustees concerning any claim or appeal under this Article.

ARTICLE XX - AMENDMENT OF THE PLAN

20.01 Provider and Amendments.

(a) It is the intent of the Trustees that the Master Plan, Adoption Agreement form and Addendum form (collectively referred to for purposes of Section 20.01 as "Plan") shall be and remain qualified for tax purposes under the Code. The Provider shall timely submit the Plan for approval under the Code as necessary, and all expenses incident thereto shall be borne by the GMA Investment Fund.

(b) The Administrator will maintain a record of the Participating Employers, and the Administrator will make reasonable and diligent efforts to ensure that Participating Employers have actually received and are aware of all Plan amendments and that such Participating Employers adopt new documents when necessary. The provisions of this subsection shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

(c) The Trustees or the Provider, as directed by the Trustees, hereby reserves the right to terminate the Plan without consent of the Participating Employers or of Participants (or any beneficiary thereof) and to amend the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) to make desired changes in the design of the Plan. A

true copy of the resolution of the Trustees approving such amendment shall be delivered to the Administrator and the Participating Employers. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Participating Employers, Employees, Participants, Beneficiaries, the Administrator, and all others having any interest under the Plan shall be bound thereby.

(d) On and after February 17, 2005, the Provider shall have the authority to advise and prepare amendments to the Plan, for approval by the Trustees, on behalf of all Participating Employers, including those Participating Employers who have adopted the Plan prior to the January 1, 2017, 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 Participating Employers. Any amendment prepared by the Provider and approved by the Trustees will be provided by the Administrator to Participating Employers.

(e) Notwithstanding the foregoing paragraphs (c) and (d), effective January 1, 2018, for any Participating Employer as of either:

(1) the date the Internal Revenue Service requires the Participating Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Participating Employer to incorporate a type of Plan not allowable in a pre-approved plan, or

(2) as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments,

such Participating Employer shall execute a resolution to adopt any amendments that are approved by the Trustees after the date under subparagraph (1) or (2) above, as applicable, within the earlier of (i) ninety (90) days after such Trustees' approval, or (ii) if applicable, the remedial amendment period under Code Section 401(b) as applicable to governmental plans. If the Participating Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, the Provider's authority to amend the Plan on behalf of the Participating Employer is conditioned on the Plan receiving a favorable determination letter.

20.02 Amendment of Adoption Agreement and/or Addendum by Participating Employer. The Governing Authority shall have the right at any time to amend, in whole or in part, any or all of its elections under the Adoption Agreement and/or Addendum without the consent of the Participants or any Beneficiaries. Provided, however, that no such amendment shall:

(a) Deprive any Participant or Beneficiary of any of the benefits to which the Participant or Beneficiary is entitled under this Plan with respect to amounts credited prior to the effective date of the amendment; or

(b) Authorize or permit any part of the Trust Fund to be diverted to purposes other than for the exclusive benefit of Participants or their Beneficiaries; or

(c) Become effective until approved by the Trustees. In order to be approved by the Trustees, any amendment must comply with the Master Plan and all applicable state and federal laws, including Code Section 401(a) as applicable to governmental plans. If the Trustees do not approve an amendment, the Trustees and Administrator shall continue to administer the Plan as if such amendment had not been made.

(d) If an amendment limits or otherwise restricts the deferral and distribution rights of the Participants, the amendment shall become effective on the first day of the month following the giving of not less than forty-five (45) days prior notice of the amendment to Participants. If the amendment was made by the Trustees, notice shall be deemed given when the amendment is posted in the office of the Administrator and is sent to each Participating Employer. If the amendment was made by the Participating Employer, notice shall be deemed given when the amendment is posted in the office of the Participating Employer and is sent to the Administrator. No amendments shall deprive any Participant of any of the benefits to which the Participant is entitled under this Plan with respect to amounts credited prior to the effective date of the amendment, and

(e) If the Plan is amended or modified, the Administrator shall nonetheless be responsible for the supervision and the payment of benefits resulting from amounts contributed prior to the amendment or modifications in accordance with this Article.

ARTICLE XXI - TERMINATION

21.01 Plan Termination or Freeze by Participating Employer. A Participating Employer may terminate or freeze its participation in the Plan, including but not limited to, its contribution requirements, if it takes the following actions:

(a) The Governing Authority of the Participating Employer must adopt a resolution terminating its participation or freezing its Employees' rights to participate in the Plan.

(b) The resolution must specify when the Plan will be closed to any additional participation by Eligible Employees, which must be a date at least sixty (60) days after the adoption of the resolution.

(c) The resolution must be submitted to the Trustees.

The Trustees shall determine whether the resolution complies with this section, and all applicable federal and state laws, shall determine an appropriate effective date for the Plan termination or freezing of Employer participation. The Administrator shall provide appropriate forms to the Participating Employer to terminate or freeze ongoing participation. Distributions under the Plan of existing accounts to the Participants and Beneficiaries affected by the termination, or to Participants affected by the freeze are subject to Article XI. However, if the Participating Employer requests a plan-to-plan transfer of Plan assets with respect to the Participating Employer's Employees who are Participants, the Trustees may in their discretion make the transfer.

21.02 Discontinuance of Contributions. At the discretion of the Trustees, a Participating Employer who fails to make contributions for a period of one (1) year or who fails to make timely contributions over a period of two (2) years shall be considered to have frozen participation.

21.03 Effect of Termination or Freeze by Participating Employer. In the case of the complete or partial termination or freezing of the Plan as to one (1) or more Participating Employers, including a freeze arising from the discontinuance and/or delinquency of contributions, the affected portion of the Trust Fund shall continue to be held pursuant to the direction of the Trustees, for the benefit of affected Participants pursuant to Article XI. The Plan shall remain in full effect with respect to each Participating Employer that does not terminate its participation in the Plan on behalf of its Employees or whose participation is not terminated by the Trustees. In the case of a complete termination of the Plan as to one (1) or more Participating Employers, the Trustees must distribute all assets of the Trust Fund as to such Participating Employer to Participants and Beneficiaries as soon as administratively practicable after the

termination of the Plan, pursuant to benefit options under Article XI. In the case of the establishment of a successor plan, such assets may be transferred to the trust of a successor plan.

21.04 Termination of the Entire Plan. This Plan in its entirety may be terminated at any time by official action of the Trustees, with notice to all Participating Employers and Participants. The last date for contributions and earnings to be credited to Participant Accounts must be specified in the Trustees' official action and must be no sooner than ninety (90) days after the adoption of the official action. In the event of a complete Plan termination, the Trustees must distribute all assets of the Trust Fund to the Participants and Beneficiaries as soon as administratively practicable after the termination of the Plan, pursuant to benefit options under Article XI. In the case of the establishment of a successor plan, such assets may be transferred to the trust of a successor plan.

ARTICLE XXII - NONASSIGNABILITY

22.01 Nonassignment. No Participant, Beneficiary or designee may commute, sell, assign, transfer, or otherwise convey the right to receive any payment under the Plan.

22.02 Rights. The rights of Participants and Beneficiaries under this Plan shall not be subject to the rights of their creditors, and shall be exempt from execution, attachment, prior assignment or any other judicial relief or order for the benefit of creditors or other third person, except to the extent a benefit distributable under Article XI is subject to a federal tax levy and except as provided in Article XXIII concerning Plan-Approved Domestic Relations Orders.

ARTICLE XXIII - DOMESTIC RELATIONS ORDERS

23.01 General Provisions. Domestic relations orders which satisfy the requirements of Code Section 414(p)(A)(i) and 414(p)(1)(B), this Article, and the procedures established by the Administrator or Service Manager for such orders shall be considered Plan-Approved Domestic Relations Orders ("PADROs") and shall be honored by the Plan. The Plan shall not honor any

domestic relations orders issued by a court before January 26, 2004. The Administrator or Service Manager is authorized to establish and amend procedures for the determination of PADROs consistent with the above-referenced Code provisions and this Article.

23.02 Investment. During the period that the issue of whether an order satisfies the applicable requirements of the Code and the procedures established by the Administrator or Service Manager is under consideration, the investment direction of the Participant with respect to the Participant's Accounts shall remain in effect, subject to a determination by the Administrator or Service Manager that such investment direction would be contrary to a final court order. After a determination has been made that a domestic relations order satisfies the applicable requirements of the Code and the procedures established by the Administrator or Service Manager and a separate Plan Account has been established for the alternate payee, the alternate payee shall direct the investment of his or her Plan Account. The Administrator or Service Manager shall direct the investment of an alternate payee's Account to a default investment pursuant to Section 9.02 when there is no valid investment direction on file. The alternate payee's Account shall be assessed administrative fees in the same amount and in the same manner as a Participant's Account. The Service Manager may assess an additional administrative fee to process PADROs.

23.03 Distributions to Alternate Payees. Distributions of benefits to the alternate payee shall commence as soon as administratively practicable after (i) a determination is made that the order satisfies the applicable requirements of the Code and the procedures established by the Administrator or Service Manager, and (ii) receipt by the Administrator or Service Manager of the Applicable Forms for the election of benefits. In the event of an alternate payee's death,

any remaining benefits shall be payable solely to the alternate payee's estate, via the duly appointed and then-currently serving executor of the alternate payee's estate.

ARTICLE XXIV - MISCELLANEOUS

24.01 Federal Taxes. The Trustees, the Employers, and the Administrator do not guarantee that any particular Federal or State income, payroll or other tax consequence will occur because of participation in this Plan.

24.02 Contract. This Plan (i.e. the Master Plan document, along with the provisions set forth in the Adoption Agreement and any Addendum of any Participating Employer), including any properly adopted or executed amendments thereof, shall constitute entirety of the Participating Employer's Plan. No oral statement regarding the Plan may be relied upon by any Participant or other person. No document outside of the Plan shall be construed as creating an agreement or contract between the Participating Employer and any Participant regarding the Plan.

24.03 Conflicts. In resolving any conflict between provisions of the Plan and in resolving any other uncertainty as to the meaning or intention of any provision of the Plan, the interpretation that (i) causes the Plan to constitute a qualified governmental plan under the provisions of Code Sections 401 and 414(d) and the Trust to be exempt from tax under Code Sections 115 and 501, (ii) causes the Plan to comply with all applicable requirements of the Code, and (iii) causes the Plan to comply with all applicable Georgia statutes and rules, shall prevail over any different interpretation.

24.04 Limitation on Rights. Neither the establishment or maintenance of the Plan, nor any amendment thereof nor any act or omission under the Plan (or resulting from the operation of the Plan) shall be construed:

(a) as conferring upon any Participant, Beneficiary (or their estates, if applicable) or any other person a right or claim against the Trust, Trustees, Participating Employers, Administrator, GMA or GMA's employees or agents, except to the extent that such right or claim shall be specifically expressed and provided in the Plan;

(b) as creating any responsibility or liability of the Participating Employers for the validity or effect of the Plan;

(c) as a contract between the Participating Employers and any Participant or other person (or estate, if applicable);

(d) as being consideration for, or an inducement or condition of, employment of any Participant or other person, or as affecting or restricting in any manner or to any extent whatsoever the rights or obligations of the Participating Employers or any Participant or other person to continue or terminate the employment relationship at any time; or

(e) as giving any Participant the right to be retained in the service of the Participating Employers or to interfere with the right of the Participating Employers to discharge any Participant or other person at any time.

24.05 USERRA Compliance. Notwithstanding any provisions of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") [as codified at Chapter 43, Title 38, of the United States Code]; Code Section 414(u); and Code Section 401(a)(37), as amended from time to time.

For purposes of this section, "qualified military service" means any service in the uniformed services as defined in USERRA by any individual if such individual is entitled to reemployment rights under USERRA with respect to such service.

A Participant, whose employment is interrupted by qualified military service or who is on a leave of absence for qualified military service who timely resumes employment with the Participating Employer in accordance with USERRA, may elect to make-up deferral contributions to a Code Section 457(b) Plan in accordance with Code Section 414(u) reduced by deferral contributions under Code Section 457(b), if any, actually made for the Participant during the period of such interruption or leave. Except to the extent otherwise provided under Code Section 414(u), this right applies for five (5) years following such resumption of employment (or, if shorter, for a period equal to three (3) times the period of the interruption or leave). Such contribution by the Participant may only be made during such period and while the Participant is employed by the Participating Employer.

If such Participant elects to make such make-up contributions, then the Participating Employer shall make-up the related Employer Contributions which would have been required had such contributions actually been made during the period of qualified military service. The make-up contributions by the Participating Employer shall be made as soon as practicable after the Participant makes such make-up contributions.

If the Participant timely resumes employment in accordance with USERRA after a qualified military leave, the Participating Employer shall make any other Employer Contribution that would have been made if the Participant had remained employed during the Participant's qualified military service. Such contributions must be made no later than ninety (90) days after the date of such reemployment or when contributions are normally due for the year in which the qualified military service was performed, if later.

In determining the amount of Employer Contribution, a Participant shall be treated as receiving compensation from the Participating Employer during such period of qualified military

service equal to (i) the compensation the Participant would have received during such period if the Participant were not in qualified military service, determined based on the rate of pay the Participant would have received from the Participating Employer but for the absence during the period of qualified military service, or (ii) if the compensation the Participant would have received during such period is not reasonably certain, the Participant's average compensation from the Participating Employer during the twelve (12) month period immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service).

Effective January 1, 2007, to the extent provided under Code Section 401(a)(37), in the case of a Participant whose employment is interrupted by qualified military service and who dies while performing qualified military service, the survivor of such Participant shall be entitled to any additional benefit (other than benefit accruals) provided under the Plan as if the Participant timely resumed employment in accordance with USERRA and then, on the next day, terminated employment on account of death.

Effective January 1, 2009, a Participant receiving a differential wage payment within the meaning of Code Section 414(u)(12)(D) from the Employer, shall be treated as a Participant and the differential wage payment shall be treated as Compensation for purposes of Section 1.08 of the Plan and for purposes of Article V of the Plan. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

24.06 Procedure when Distributee Cannot be Located. The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Beneficiary (or an estate, if applicable) entitled to benefits under the Plan. For this purpose, a reasonable attempt means the Administrator has taken the following steps: (a) searched plan and

related plan, sponsor, and publicly-available records or directories for alternative contact information, (b) used a commercial locator service, credit reporting agency, or proprietary internet search tool for locating individuals, as determined by the Administrator, and (c) attempted contact via United States Postal Service ("USPS") certified mail to the last known mailing address shown on the Employer's or the Administrator's records and through appropriate means for any address or contact information (including email addresses and telephone numbers). If the Administrator is unable to locate such a person entitled to benefits hereunder, the payee has not responded within six (6) months, or if there has been no claim made for such benefits, the Trust Fund shall continue to hold the benefits due such person. In the event of a Plan termination under Article 21, the benefits due to such person shall be paid in a direct rollover to an individual retirement plan designated by the Administrator.

24.07 Erroneous Payments. If the Trustees make any payment that according to the terms of the Plan and the benefits provided hereunder should not have been made, the Trustees may recover that incorrect payment, by whatever means necessary, whether or not it was made due to the error of the Trustees, from the person to whom it was made or from any other appropriate party. For example, if any such incorrect payment is made directly to a Participant, the Trustees may deduct it when making any future payments directly to that Participant.

24.08 Mistaken Contributions. If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Participating Employer.

24.09 Release. Any payment to any Participant shall, to the extent thereof, be in full satisfaction of the claim of such Participant being paid thereby and the Administrator may condition payment thereof on the delivery by the Participant of the duly executed receipt and release in such form as may be determined by the Administrator.

24.10 Liability. The Administrator and its employees and agents shall not incur any liability in acting upon any notice, request, signed letter, telegram or other paper or document or electronic transmission believed by the Administrator to be genuine or to be executed or sent by an authorized person.

24.11 Governing Laws. The law of the State of Georgia, except to the extent pre-empted by federal law, shall apply in determining the construction and validity of this Plan.

24.12 Necessary Parties to Disputes. Necessary parties to any accounting, litigation or other proceedings relating to the Plan shall include only the Trustees and the Administrator. However, the Service Manager is a necessary party for with respect to duties that have been delegated to the Service Manager. The settlement or judgment in any such case in which the Trustees are duly served shall be binding upon the Participating Employer and all affected Employees, Participants, their Beneficiaries, estates and upon all persons claiming by, through or under them.

24.13 Severability. If any provision of the Plan shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Plan shall continue to be fully effective.

24.14 Supersession. The terms of the Plan shall supersede any previous Agreement between the parties pertaining to the Plan.

24.15 Counterparts. This Plan may be executed in one (1) or more counterparts, each of which shall constitute an original.

24.16 General Provision. Trustees may adopt procedures for persons to act on behalf of incompetent Participants and Beneficiaries.

IN WITNESS WHEREOF the Board of Trustees has caused to be affixed the signature of its duly authorized Representatives:

Date

Larry Hanson, Secretary-Treasurer

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**THE GEORGIA MUNICIPAL ASSOCIATION
457(b) DEFERRED COMPENSATION PLAN
MASTER PLAN DOCUMENT**

**ADMINISTERED BY:
GEORGIA MUNICIPAL ASSOCIATION
201 PRYOR STREET, SW
ATLANTA, GEORGIA 30303
TELEPHONE: 404-688-0472
FACSIMILE: 678-686-6289**

Restated Effective January 1, 2009

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THE GEORGIA MUNICIPAL ASSOCIATION DEFERRED COMPENSATION PLAN

Effective January 1, 2001, pursuant to a resolution of the Board of Trustees of the Georgia Municipal Association, Inc. ("GMA") Defined Contribution and Deferred Compensation Program, adopted December 4, 2000, the Board of Trustees of the Georgia Municipal Association Defined Contribution and Deferred Compensation Plan hereby establishes the GMA Deferred Compensation Plan ("Plan") under Section 457(b) of the Internal Revenue Code. This Plan is part of the GMA Defined Contribution and Deferred Compensation Program, as established by resolution of the Board of Directors of GMA.

The Trustees last authorized the Plan to be amended and completely restated effective January 1, 2002 in order to provide for employer contributions, to authorize distributions under qualified domestic relations orders, and to incorporate changes in federal law under the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA") and final regulations issued to implement Code Section 457(b).

Effective January 1, 2009 (unless otherwise provided herein), the Trustees have authorized the Plan to be amended and completely restated in order to incorporate changes in federal law under the Pension Protection Act of 2006; Heroes Earnings and Assistance Relief Tax Act of 2008; Worker, Retiree, and Employer Recovery Act of 2008; final regulations issued under Code 415; and, model language promulgated by the Internal Revenue Service.

The Plan consists of the provisions set forth in this Master Plan document, as amended and restated, along with the provisions set forth in an Adoption Agreement of any Participating Employer, and any amendments to the Master Plan and the Adoption Agreement.

ARTICLE I - DEFINITIONS

1.1. "**Account**" means the account maintained for a Participant by the Administrator which reflects the value of the deferred Compensation credited to the Participant, including the Participant's Annual Deferrals, the earnings or loss of the Trust Fund (net of Trust Fund expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. The Account includes the following subaccounts and any other subaccounts established by the Administrator: the Employee Contribution Account, the Roth Contribution Account the Employer Contribution Account, and the Rollover Account. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

1.2. "**Addendum**" means any Addendum to an Adoption Agreement entered into by an Employer.

1.3. "**Administrator**" means GMA, and includes the Service Manager with regard to functions delegated by the Trustees to the Service Manager.

1.4. "**Adoption Agreement**" means the agreement entered into by an Employer to participate in this Plan.

1.5. "**Annual Deferral**" means the amount of Compensation deferred by a Participant in any year pursuant to Articles IV, V and VI, including Roth Contributions. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

1.6. "**Applicable Form**" means the appropriate form as designated and furnished by the Administrator to make an election or provide a notice as required by the Plan. If a written election or consent is not specifically required by the Code, the Administrator may prescribe a verbal, electronic or telephonic instruction in lieu of or in addition to a written form.

1.7. "**Beneficiary**" means the person or persons designated by a Participant to receive any benefit payable upon the Participant's death. ~~, or, if none, the Participant's estate.~~ [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

1.8. "**Code**" means the Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.9. "**Compensation**" means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employer's gross income for the calendar year but for a compensation reduction election under Section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election by the Participant to defer compensation under Article IV). If so elected in the Adoption Agreement, Compensation also includes certain additional amounts if paid no later than 2½ months after severance from employment or the end of the calendar year that includes a Participant's severance from employment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer.

1.10. "**Disability**" or "**Disabled**" means a total and permanent disability determined as follows: (i) by the Social Security Administration for a Participant who is covered by Social Security; or (ii) by the Employer, for a Participant who is not covered by Social Security. With respect to (ii), the Employer shall use the definition of disability found in Code Section 72(m)(7).

1.11. "**Eligible Employee**" means an Employee who by the Adoption Agreement is eligible to participate in the Plan. In designating Eligible Employees under the Adoption Agreement, the Participating Employer may designate that all Employees (including elected or appointed members of the Governing Authority), may participate, or may designate that all Employees, other than those specifically excluded, may participate. A Participating Employer may also specify that independent contractors may participate in the Plan.

1.12. "**Employee**" means any common law employee of an Employer and includes elected and appointed officials. However, the term does include independent contractors if permitted by the Adoption Agreement.

1.13. "**Employee Contribution**" means the amount of Compensation deferred on a pre-tax basis pursuant to an Employee's Participation Agreement as provided under Article IV. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

1.14. "Employee Contribution Account" means the subaccount maintained by the Administrator to which pre-tax deferrals pursuant to Article IV and transfers pursuant to Article XVIII will be credited. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

1.15. "Employer" means any municipal corporation, consolidated government, political subdivision, or other governmental instrumentality in the State.

1.16. "Employer Contribution" means Matching Contributions and Non-Matching Contributions which may be provided under an Addendum to the Adoption Agreement and made by a Participating Employer to the Employer Contribution Account for a Participant pursuant to Article V.

1.17. "Employer Contribution Account" means the subaccount maintained by the Administrator to which Employer Contributions, if any, will be credited.

1.18. "Forfeiture Account" means the account maintained by the Administrator to which forfeited amounts under the Plan shall be credited.

1.19. "Governing Authority" means the entity authorized by law to act for the Employer and adopt this Plan through the Adoption Agreement.

1.20. "Includible Compensation" means an Employee's Compensation within the meaning of Section 415(c)(3) of the Code required to be reported as actual wages in Box 1 of Form W-2 for a year for services to the Employer plus any compensation reduction election under Section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election to defer Compensation under Article IV) that is actually paid or includable in gross income during the calendar year. Effective January 1, 2008 Compensation also includes certain additional amounts if paid no later than 2½ months after severance from employment or the end of the calendar year that includes a Participant's severance from employment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. Such additional amounts include regular compensation for services during the Participant's regular working hours or compensation for services outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and, payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued.

An Employee who is in qualified military service (within the meaning of Internal Revenue Code Section 414(u)(1)) shall be treated as receiving compensation from the Participating Employer during such period of qualified military service equal to (i) the compensation the Employee would have received during such period if the Employee were not in qualified military service, determined based on the rate of pay the Employee would have received from the Participating Employer but for the absence during the period of qualified military service, or (ii) if the compensation the Employee would have received during such period was not reasonably certain, the Employee's average compensation from the Participating

Employer during the twelve month period immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service).

Compensation of each Participant shall not exceed the applicable limit established by Code Section 401(a)(17) as of the first day of the limitation year, as increased for the Cost of Living Adjustment (\$245,000 for 2009). The Cost of Living Adjustment in effect for a limitation year applies to compensation for the Plan Year that begins with or within such limitation year.

1.21. "Investment Fund" means an investment fund which forms part of the Trust Fund as established by the Trustees at the direction of the Administrator.

1.22. "Matching Contribution" means the matching contribution made by the Participating Employer as determined under the Addendum to the Adoption Agreement and made pursuant to Article V.

1.23. "Non-Matching Contribution" means the non-matching contribution made by the Participating Employer as determined under the Addendum to the Adoption Agreement and made pursuant to Article V.

1.24. "Normal Retirement Age" means the age selected by a Participant that fixes the eligibility period for utilizing the catch-up limitation under Section 6.3. The Normal Retirement Age selected by a Participant may be any age that is on or after the earlier of age sixty-five (65) or the earliest age that the Participant would become eligible to retire and receive unreduced benefits as a member of the defined benefit pension plan of the Participant's Employer, and not later than age seventy and a half (70 ½). A Participant's Normal Retirement Age established for catch-up does not have any bearing on the age at which the Participant actually retires. In the absence of an Employer defined benefit pension plan, Normal Retirement Age shall be at least age 65 but no later than age 70 ½. Provided, that a Participant may not have more than one Normal Retirement Age under all of the eligible deferred compensation plans offered by a Participating Employer.

1.25. "Participant" means an Eligible Employee who (i) is currently deferring or has previously deferred Compensation under the Plan by salary reduction, and who has not received a distribution of his entire benefit under the Plan, (ii) is currently receiving or has previously received Employer Contributions pursuant to an Addendum, even if the Employee has not entered into a Participation Agreement to defer Compensation, and has not received a distribution of his entire benefit under the Plan, or (iii) has made a rollover into the Plan, even if the Employee has not entered into a Participation Agreement to defer Compensation, and has not received a distribution of his entire benefit under the Plan. Only individuals who perform services for the Employer as an Employee may defer Compensation under the Plan.

1.26. "Participating Employer" means any Employer who elects to participate in the Plan pursuant to Article II with respect to the Eligible Employees of the Employer.

1.27. "Participation Agreement" means the Applicable Form completed by an Employee to participate in the Plan and defer Compensation.

1.28. "**Payroll Period**" is the time period specified by the Participating Employer in the Adoption Agreement. The Participating Employer may specify a payroll period that is weekly, bi-weekly, monthly, semi-monthly, or any other specified period.

1.29. "**Plan Year**" means the fiscal year of the Participating Employer, as specified in the Adoption Agreement.

1.30. "**Rollover Account**" means the subaccount maintained by the Administrator to which rollovers pursuant to Article XVI will be credited, other than any amount rolled over by a Participant under Section 16.3, which will be credited to a Participant's Roth Contribution Account. The Administrator may establish one or more rollover subaccounts. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

1.31. "**Roth Contribution**" means, effective as of July 1, 2016, the amounts contributed to the Plan pursuant to Article IV that have been (i) designated irrevocably by the Participant as a Roth Contribution that is being made in lieu of all or a portion of the Employee Contributions the Participant is otherwise eligible to make under the Plan, and (ii) treated by the Employer as includible in the Participant's gross income at the time the Participant would have received that amount in cash if the Participant had not made such a designation. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JULY 1, 2016]

1.32. "**Roth Contribution Account**" means the account maintained for a Participant that is credited with the Participant's Roth Contributions and any amount rolled over by a Participant under Section 16.3, and any earnings or losses credited thereon. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

1.33. "**Roth Qualified Distribution**" means a distribution from a Roth Contribution Account after the Participant has satisfied a five-year holding period and has attained age 59½, died, or become disabled within the meaning of Code Section 72(m)(7), in accordance with Code Section 402A(d). The five-year holding period is the period of five consecutive taxable years that begins with the first day of the first taxable year in which the Participant makes a Roth Contribution under the Plan or to another retirement plan which amount was directly rolled over to the Plan, and ends when five consecutive taxable years have been completed. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

1.34. "**Service Manager**" means the person or organization appointed by the Trustees to perform service and administrative functions delegated by the Trustees.

1.35. "**Severance from Employment**" means the date that the Employee dies, retires, or otherwise has a severance from employment with the Employer. A Participant shall be deemed to have severed employment with the Participating Employer for purposes of the Plan when, in accordance with the established personnel practices of the Participating Employer, the employment relationship is considered actually terminated. If a Participant has not been terminated, but the Participant has not performed services for the Participating Employer for a period of six (6) consecutive months and the Participant is not on a paid leave of absence, the Participant shall be deemed Severed from Employment for purposes of this Plan at the end of the six (6) month period.

1.36. "State" means the State of Georgia.

1.37. "Trust" means the trust established by the Trustees pursuant to a written agreement that constitutes a valid trust under the law of Georgia.

1.38. "Trustees" mean the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Program, which Trustees are appointed by the Board of Directors of GMA.

1.39. "Vesting" means that a benefit of the Participant is no longer subject to a substantial risk of forfeiture in accordance with Code Section 457.

1.40. **Rules of Construction.** Words used herein in the masculine gender shall be construed to include the feminine gender where appropriate, and words used herein in the singular or plural shall be construed as being in the plural or singular where appropriate.

ARTICLE II - PARTICIPATION BY EMPLOYERS

2.1. **Adoption by Employer.** Any Employer may make the Plan available to its Employees if it takes the following actions.

(a) The Governing Authority of the Employer must pass a resolution formally adopting this Plan for its Employees and approving the Adoption Agreement.

(b) The resolution must indicate the date of adoption.

(c) The resolution must commit to the terms of an Adoption Agreement completed by the Employer.

(d) The resolution must specify that the Employer shall abide by the terms of the Plan and the Trust, including all investments, administrative, and service agreements of the Plan, and all applicable provisions of the Code and other applicable law.

(e) The resolution must acknowledge that the Trustees are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Employer that are not part of the GMA Defined Contribution and Deferred Compensation Program.

The Trustees shall determine whether the resolution complies with this Section. If it does, and provided the other requirements of the Plan and Trust are met, the Trustees shall provide appropriate forms for the Employer to implement its participation in the Plan.

2.2. **Other 457(b) Plan Participation.** Employers whose Employees are already participating in a deferred compensation plan under Code Section 457(b) as of the effective date of the Adoption Agreement must inform the Administrator of the name of and the provider of that plan and must provide any other information requested by the Administrator. Upon reasonable request by the Participating Employer, the Administrator shall provide an Employer with information reasonably necessary to comply with the applicable deferral limits under the Plan, as detailed under Article VI.

All eligible plans of a Participating Employer (including all investments offered by vendors through a 457(b) arrangement) are considered to be a single plan for purposes of compliance with Code Section 457(b). The Participating Employer will be responsible for ensuring that all of its arrangements, treated as a single plan, comply with the applicable requirements of Code Section 457 and Regulations, including, but not limited to, the coordination of limitations on Annual Deferrals (including the basic limit, age 50 catch-up limit, and special 457 catch-up limit under Article VI), corrections of excess deferrals (Section 6.7), and plan-to-plan transfers (Article XVIII).

2.3. Remittance of Contributions. All amounts of Compensation deferred under the Plan shall be transferred by the Participating Employers to the Trust within a period that is reasonable for the proper administration of the Plan, as described in this Section. Contributions shall first be remitted to the Trust only after the Employer's Adoption Agreement is approved by the Trustees. Upon approval of the Adoption Agreement, the Trustees shall specify the date contributions are to commence. In no event shall contributions under the Plan be transferred by the Participating Employer to the Trust later than fifteen (15) business days after the Payroll Period specified in the Adoption Agreement or after the end of the Plan Year with respect to Employer Contributions made on a Plan Year basis.

2.4. Delinquent Contributions. It is the Participating Employer's responsibility to correctly calculate and remit the appropriate contributions. The Administrator reserves the right to give notice to the highest elected official, the designated representative of the Employer and/or the Eligible Employees of the delinquent Participating Employer in the event it comes to the Administrator's attention that contributions are not being remitted in a timely manner.

Neither GMA, the Trustees, nor the Administrator have any liability for the delinquency of a Participating Employer.

ARTICLE III - ELIGIBLE EMPLOYEE PARTICIPATION

3.1. Participation Procedure. Only Eligible Employees as defined by the Adoption Agreement may be Participants in the Plan. The Administrator shall prescribe the enrollment form for Eligible Employees to become Participants.

3.2. Cessation of Plan Participation. An Eligible Employee shall cease to be a Participant on the distribution and/or forfeiture of the Participant's entire interest in the Plan.

ARTICLE IV - ELECTION TO DEFER COMPENSATION

4.1. Participation and Deferral Election Rules.

(a) **Generally.** A portion of an Employee's Compensation shall be deferred for any calendar month only if the Employee enters into a Participation Agreement prior to the beginning of the month in which the compensation is paid or made available. Upon signing a Participation Agreement, an Employee agrees to have Compensation for each pay period deferred by the amount specified in the Participation Agreement. Provided, however, a new Employee may defer Compensation payable in the calendar month during which the Participant first becomes an

Employee if the Employee enters into a Participation Agreement providing for the deferral on or before the first day on which the Participant performs services for the Employer.

(b) Election Required for Participation. An Employee may elect to become a Participant by executing a Participation Agreement to defer a portion of his or her Compensation (and have that amount contributed as an Annual Deferral on his or her behalf) and filing it with the Administrator. Effective as of July 1, 2016, if an Employer completes an Addendum to its Adoption Agreement to permit Roth Contributions, a Participant Agreement completed by an Employee must designate whether the amounts are to be contributed as pre-tax Employee Contributions or after-tax Roth Contributions. If the Employee fails to designate whether Annual Deferrals are pre-tax Employee Contributions or after-tax Roth Contributions, the Employee will be deemed to have designated his or her Annual Deferrals as pre-tax Employee Contributions. This participation election shall be made on the Participation Agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The participation election (whether on one form or multiple forms) shall also include designation of investment funds and a designation of Beneficiary. An Employee shall become a Participant as soon as administratively practicable following the date the Employee files a Participation Agreement. Any such election shall remain in effect until a new election is filed. **[AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JULY 1, 2016]**

Automatic Enrollment. Effective as of September 1, 2016, if an Employer has completed an Addendum to its Adoption Agreement to add an automatic enrollment feature, the following provisions shall apply. If an Employee does not otherwise elect to defer a portion of (or none of) his or her Compensation upon his or her first day of employment or, if later, by 10 days prior to the end of the first pay period ending after the date on which he or she is first eligible to participate in the Plan, provided he or she is notified of his or her rights and obligations under these automatic enrollment provisions, he or she shall be deemed to have entered into a Participation Agreement to establish an automatic contribution arrangement with his or her Participating Employer to make pre-tax Employee Contributions in an amount equal to the percentage of his or her Compensation established in the Employer's Addendum to the Adoption Agreement establishing the automatic enrollment feature, effective as of the first payroll period ending on or after the Employee's employment date, or as soon as administratively feasible thereafter. The percentage of Compensation designated in the Addendum to the Adoption Agreement for this purpose shall be no less than 3%. Contributions made pursuant to these automatic enrollment provisions shall be designated as pre-tax Employee Contributions only and shall not constitute after-tax Roth Contributions. The Participating Employer shall provide any notices to Participants in conjunction with such automatic contribution arrangement as may be required. The Administrator shall specify the manner in which a declination to make pre-tax Employee Contributions pursuant to this paragraph may be made.

A Participant may at any time affirmatively elect, in accordance with the provisions of this Section 4.1 governing Participant elections, to make pre-tax Employee Contributions at a different rate, to make after-tax Roth Contributions at a rate designated by the Participant, or both, or to make no pre-tax Employee Contributions or after-tax Roth Contributions. A Participant who makes such an affirmation election shall no longer

~~be subject to the automatic contribution arrangement. The Participating Employer shall provide any notices to Participants in conjunction with such automatic enrollment as may be required. The Administrator shall specify the manner in which a declination to make pre-tax Employee Contributions pursuant to this paragraph may be made.~~

~~A Participant who is automatically enrolled in the Plan pursuant to these automatic enrollment provisions may subsequently elect in writing on an Application Form a Participation Agreement to opt out of the Plan and withdraw his or her pre-tax Employee Contributions made to date (adjusted for allocable gains and losses) pursuant to this Section 4.1. Such an election must be made no later than ninety (90) days after the date the first deferral is made and will be effective no later than the earlier of: (i) the pay date for the second payroll period that begins after the date the election is made and (ii) the first pay date that occurs at least thirty (30) days after the election is made. The amount of the withdrawal shall be includible in the Participant's gross income for the taxable year in which the distribution is made. [AS AMENDED JUNE 27, 2016, AND SEPTEMBER 30, 2016]~~

(c) Deferral of Accumulated Sick Pay, Vacation Pay, or Back Pay. In general, an Employee may make a separate election to defer accumulated sick pay, vacation pay or back pay only if the Employee enters into a Participation Agreement prior to the beginning of the month in which such amounts would otherwise be paid or made available to the Employee and the participant is an Employee in that month. However, if an Eligible Employee is retiring or otherwise having a Severance from Employment during a month, the Eligible Employee may elect to defer accumulated sick pay, vacation pay or back pay if such amounts would otherwise be paid or made available before the Employee has a Severance from Employment and the Employee enters into a Participation Agreement providing for deferral of such amounts prior to the date such amounts would be paid. This paragraph shall apply only to the extent the Participant is entitled to receive a cash payment from the Participating Employer for accumulated sick pay, vacation pay, or back pay. This paragraph shall not be interpreted to establish any entitlement to sick pay, vacation pay, or back pay, not otherwise available under the Participating Employer's policies, rules, and procedures.

4.2. Amendment of Annual Deferrals Election. Subject to other provisions of the Plan, a Participant may at any time revise his or her participation election, including a change of the amount of his or her Annual Deferrals, his or her investment direction and his or her designated Beneficiary, on an Applicable Form in accordance with procedures established by the Administrator. Unless the election specifies a later effective date, a change in the amount of the Annual Deferrals shall take effect as of the first day of the next following month in which the compensation is paid or made available or as soon as administratively practicable if later. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Administrator.

4.3. Information Provided by the Participant. Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the plan,

including, without limitation, whether the Employee is a participant in any other eligible plan under Code section 457(b).

4.4. Effective Date of Deferrals. In all cases, a deferral shall be considered effective as of the date the Employer withholds the Annual Deferral from the Participant's pay.

ARTICLE V - EMPLOYER CONTRIBUTIONS

5.1. Employer Contributions. Effective June 1, 2004, a Participating Employer may provide for Employer Matching and/or Non-Matching Contributions to the Plan by completing an Addendum to its Adoption Agreement to implement such contributions. Employer Contributions shall be made to the Plan in accordance with this Article, Article VI, the Adoption Agreement, and said Addendum.

(a) Additional Eligibility Requirements. A Participating Employer may prescribe under the Addendum a minimum number of hours that an Employee must be scheduled and normally work in order to receive an allocation of Employer Contributions under the Plan. It is the Participating Employer's responsibility to monitor this requirement and to report to the Administrator a change in Employee eligibility. Additionally, a Participating Employer may establish under the Addendum a waiting period before an Eligible Employee may become eligible to receive an Employer Contribution under the Plan. The waiting period may consist of a minimum period of service (not more than twelve (12) months), and the Employer may choose whether to give credit for service prior to adoption of the Plan and whether to add together different periods of service, or the Employer may specify a different waiting period.

(b) Designation of Type of Contribution. A Participating Employer shall specify in the Addendum whether it will make Matching Contributions and/or non-Matching Contributions. Matching Contributions shall be made to match all or a portion of the Participant's Compensation deferred under the Plan, in accordance with the formula and method specified by the Participating Employer in the Addendum. Non-Matching Contributions are not tied to Participant contributions to the Plan and shall be made in accordance with the formula and method specified by the Participating Employer in the Addendum.

(c) Effective Date of Addendum. The Addendum establishing the amount and method of calculating contributions continues in effect from Plan Year to Plan Year until amended or repealed by the Governing Authority or until the Participating Employer's participation in the Plan is terminated.

(d) Investment Options. Unless otherwise directed by the Participant, in accordance with procedures established by the Service Manager, Employer Matching and/or Non-Matching Contributions shall be invested in the same manner as the Participant's Employee Contribution Account.

5.2. Matching Contributions. If the Addendum provides for Matching Contributions, the Governing Authority shall determine and specify in the Addendum the formula for calculating the Matching Contributions, which may be all or a specified portion of a Participant's Compensation, to the extent deferred to the Plan. The Employer may calculate matching contributions based on (i) a percentage of the Compensation deferred by the Employee

to the Plan, with no cap, a flat dollar cap, or a cap equal to a percentage of Compensation, (ii) a flat dollar match per payroll period, or (iii) any other specified formula in the Addendum.

5.3. Eligibility for Matching Contributions.

(a) In the Addendum, the Participating Employer may establish different classes of Participants who are eligible or ineligible to receive Matching Contributions. The Employer may also establish different Matching Contribution amounts or formulas applicable to different classes of Eligible Employees. If the Addendum provides for Matching Contributions, a Participant shall be eligible for Matching Contributions for any Payroll Period only if the Participant meets the conditions set forth in the Adoption Agreement and Addendum.

(b) In no event shall a Participant receive any Matching Contributions for any Payroll Period for which the Participant does not have an effective payroll deferral to the Plan for that Payroll Period.

5.4. Non-Matching Contributions. If the Addendum provides for Non-Matching Contributions, the Governing Authority shall determine and specify in the Addendum the formula for calculating the Non-Matching Contributions, which may be a fixed amount or a specified portion of a Participant's Compensation. The Employer may make Non-Matching Contributions as (i) a one-time year end contribution (either a flat dollar amount or percentage of Compensation), (ii) a percentage or flat dollar amount per payroll period, or (iii) any other specified formula in the Addendum.

5.5. Eligibility for Non-Matching Contributions. In the Addendum, the Participating Employer may establish different classes of Participants who are eligible or ineligible to receive Non-Matching Contributions. The Employer may also establish different Non-Matching Contribution amounts or formulas applicable to different classes of Eligible Employees. If the Addendum to the Adoption Agreement provides for Employer Non-Matching Contributions, a Participant shall be eligible for Non-Matching Contributions only if the Participant meets the conditions set forth in the Adoption Agreement and Addendum.

5.6. Changes in Employer Contributions. A Participating Employer may adjust the amount or method of Employer Contributions throughout the Plan Year by adopting a resolution to amend its Adoption Agreement and/or Addendum in accordance with Section 21.3. The resolution must be sent to the Administrator. The Trustees must approve or disapprove the amendment and, if approved, establish the effective date of any change to the Employer Contributions.

ARTICLE VI - LIMITATIONS ON DEFERRALS

6.1. Basic Annual Limitation. The maximum amount of the Annual Deferral under the Plan for any calendar year shall not exceed the lesser of (i) the Applicable Dollar Amount, or (ii) the Participant's Includible Compensation for the calendar year. The Applicable Dollar Amount is the amount established under Section 457(e)(15) of the Code applicable as set forth below:

<u>For the Following Years:</u>	<u>The Applicable Dollar Amount is:</u>
2002	\$11,000
2003	\$12,000
2004	\$13,000
2005	\$14,000
2006 or thereafter	\$15,000 Adjusted for cost-of-living after 2006 to the extent provided under Section 415(d) of the Code

For purposes of this limit, all eligible 457(b) deferred compensation plans offered by a Participating Employer are treated as a single plan.

6.2. Age 50 Catch-Up Annual Deferral Contributions. A Participant who will attain age fifty (50) or more by the end of the calendar year is permitted to elect an additional amount of Annual Deferrals, up to the maximum age 50 catch-up Annual Deferrals for the year. The maximum dollar amount of the age 50 catch-up Annual Deferrals for a year is as follows:

<u>For the following years:</u>	<u>The maximum age 50 catch-up dollar amount is:</u>
2003	\$2,000
2004	\$3,000
2005	\$4,000
2006	\$5,000
Thereafter	Adjusted for cost-of-living after 2006 to the extent provided under the Code.

6.3. Special Section 457 Catch-Up Limitation. If the applicable year is one of a Participant's last 3 calendar years ending before the year in which the Participant attains Normal Retirement Age and the amount determined under this Section 6.3 exceeds the amount computed under Sections 6.1 and 6.2, then the Annual Deferral limit under this Article V shall be the lesser of:

(a) An amount equal to 2 times the Section 6.1 Applicable Dollar Amount for such year; or

(b) The sum of:

(1) An amount equal to (A) the aggregate Section 6.1 limit for the current year plus each prior calendar year beginning after December 31, 2001 during which the Participant was an Employee under the Plan, minus (B) the aggregate amount of Compensation that the Participant deferred under the Plan during such years, plus

(2) An amount equal to (A) the aggregate limit referred to in section 457(b)(2) of the Code for each prior calendar year beginning after December 31, 1978 and before January 1, 2002 during which the Participant was an Employee under the Plan (determined without regard to

Sections 6.2 and 6.3), minus (B) the aggregate contributions to Pre-2002 Coordination Plans for such years.

However, in no event can the deferred amount be more than the Participant's Compensation for the year.

6.4. Coordination of Limits.

(a) Participant Covered By More Than One Eligible Plan. If the Participant is or has been a participant in one or more other eligible plans within the meaning of section 457(b) of the Code, then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Article VI. For this purpose, the Administrator shall take into account any other such eligible plan maintained by the Employer for which the Administrator receives from the Employer sufficient information concerning such plan, and shall also take into account any other such eligible plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. However, the Participating Employer is responsible for monitoring Annual Deferrals to the Plan and directing the distribution of any excess Annual Deferrals. See Sections 6.5 and 6.7.

(b) Pre-Participation Years. In applying Section 6.3, a year shall be taken into account only if (i) the Participant was eligible to participate in the Plan during all or a portion of the year and (ii) Compensation deferred, if any, under the Plan during the year was subject to the Basic Annual Limitation described in Section 6.1 or any other plan ceiling required by section 457(b) of the Code.

(c) Pre-2002 Coordination Years. For purposes of Section 5.3(b)(2)(B), "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction or elective contribution under any other eligible Code section 457(b) plan, or a salary reduction or elective contribution under any Code section 401(k) qualified cash or deferred arrangement, Code section 402(h)(1)(B) simplified employee pension (SARSEP), Code section 403(b) annuity contract, and Code section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in section 501(c)(18) of the Code, including plans, arrangements or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of Section 5.3(b)(2)(B) to the extent that the total of such contributions does not exceed the aggregate limit referred to in section 457(b)(2) of the Code for that year.

(d) Current Rule. For 2002 and thereafter, any amounts contributed by the Participant to a tax-sheltered annuity pursuant to Section 403(b) or to a 401(k) plan pursuant to Code Section 402(e)(3) shall not reduce the maximum Annual Deferrals under Sections 6.1, 6.2, and 6.3.

(e) Coordination Responsibility. The Participant is responsible for ensuring coordination of and compliance with the individual limit under Code § 457(c), in the case of eligible plans of different employers.

6.5. Participating Employer Responsibility for Contribution Limits. The Participating Employer must monitor Annual Deferrals to the Plan on behalf of a Participant to this Plan and any other 457(b) plan maintained by the Participating Employer to determine compliance with the Annual Deferral limitations under this Article. The Participating Employer must cease payroll deferrals to avoid exceeding the Annual Deferral limits and must notify the Administrator if excess deferrals have been made. Upon reasonable request by a Participating Employer, the Administrator will provide a Participating Employer any information reasonably necessary to comply with these Annual Deferral limits. Additionally, upon reasonable request by a Participating Employer, the Administrator shall provide information needed by the Employer for the Employer to complete tax returns for employees.

6.6. Employer Contribution Limits. If the Employer agrees to make contributions to the Plan on behalf of a Participant under Article V pursuant to an Addendum to the Employer's Adoption Agreement, the Employer Contributions shall be deemed Annual Deferrals made by the Participant. For purposes of this Article, Employer Contributions shall be processed as payroll deferrals, shall apply toward the maximum Annual Deferral limits in the taxable year that they vest, and must comply with any procedure established by the Administrator.

6.7. Correction of Excess Deferrals.

(a) Excess Deferrals with Single Plan. If the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above (other than the individual limit of Code Section § 457(c)), when this Plan is the only eligible plan offered by a Participating Employer, then the Annual Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant.

(b) Excess Deferrals with Multiple Plans. If the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above (other than the individual limit of Code Section § 457(c)) when combined with other amounts deferred by the Participant under another eligible deferred compensation plan under section 457(b) of the Code, then the Participating Employer shall instruct the Administrator as to whether the Annual Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto) should be distributed from this Plan. If directed by the Employer, the excess deferrals shall be distributed from this Plan even if there would be no excess if only Annual Deferrals to this Plan were taken into account. Upon reasonable request by the Participating Employer, the Administrator will provide the Participating Employer any information reasonably necessary to comply with these responsibilities.

(c) Individual Limit. If Annual Deferrals are in excess of the individual limit of Code Section § 457(c), the Administrator may distribute excess deferrals at the direction of the Participant.

(d) Employee Contributions and Roth Contributions. If a Participant who made both pre-tax Employee Contributions and Roth Contributions for a calendar year has excess amounts for that year, the excess Annual Deferrals will be distributed out of the Roth Contribution Account unless the Participant elects instead to have the excess Annual Deferrals distributed out

of the Employee Contribution Account. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

6.8. Disregard Excess Deferral. For purposes of Sections 6.1, 6.2, and 6.3, an individual is treated as not having deferred compensation under a plan for a prior taxable year to the extent excess deferrals under the plan are distributed, as described in Section 6.7. To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as an excess deferral for those prior years.

ARTICLE VII - VESTING STANDARDS

7.1. Employee Contributions. A Participant shall be 100% Vested in the Participant's Annual Deferrals made pursuant to Article IV, and in the Participant's transferred amounts under Article XVIII, at all times. A Participant shall also be 100% Vested in the Participant's Rollover Account at all times.

7.2. Employer Contributions. A Participant shall Vest in the Matching and/or Non-Matching Contributions made pursuant to Article V pursuant to the schedule elected by the Participating Employer in the Addendum to the Adoption Agreement. If a vesting schedule is selected by the Employer, it is the Employer's responsibility to calculate the Eligible Employee's service and report it to the Administrator. Unless otherwise specified in the Addendum, in calculating the vesting period, service means the number of years and complete months of service of a Participant as an Eligible Employee of the Employer, and the Participant's service begins with the first day of employment as a Eligible Employee. A Participating Employer may elect from the following types of vesting schedules, and may elect different vesting schedules for Matching and Non-Matching Contributions.

- (a) Immediate Vesting.
- (b) Cliff Vesting (100% vesting after a specified number of years of service).
- (c) Graduated Vesting (a specified percentage vested for each completed Year of Service, not to exceed five (5) years).

For cliff or graduated vesting, the Participating Employer may elect in the Addendum whether to give credit for service prior to adoption of the Plan and whether to add together different periods of employment.

7.3. Forfeitures. If a Participant has a Severance from Employment, the Participant's non-vested Employer Matching Contributions and/or non-vested Employer Non-Matching Contributions shall be forfeited as of the date of the Participant's Severance from Employment. The Employer is responsible for reporting forfeitures to the Administrator when they occur.

ARTICLE VIII - ACCOUNTS AND REPORTS

8.1. Account. The Administrator shall maintain applicable Accounts within the Participant's Account with respect to each Participant: the Employee Contribution Account, the Roth Contribution Account, the Employer Contribution Account, and the Rollover Account. The

Employee Contribution Account shall be credited with the Participant's pre-tax Annual Deferrals for each Payroll Period and with amounts that are transferred to the Participant's Account under Article XVIII. The Roth Contribution Account shall be credited with the Participant's Roth Contributions and any amount rolled over by a Participant under Section 16.3. The Administrator may establish an Employer Matching Contribution Account and an Employer Non-Matching Contribution Account, consistent with the Participating Employer's elections in the Addendum to the Adoption Agreement. If established, the Employer Matching Contribution Account shall be credited with the Participant's Employer Matching Contributions for each Payroll Period and the Employer Non-Matching Contribution Account shall be credited with the Participant's Employer Non-Matching Contributions for each designated period (pursuant to the Addendum to the Adoption Agreement). If the Administrator does not establish these accounts, Employer Contributions shall be credited to the Employer Contribution Account. The balance of the Participant's Accounts shall be adjusted daily to reflect any distribution to the Participant and all interest, dividends, account charges and changes of market value resulting from the investment of the Participant's Accounts. All Plan records, including individual account information, that are maintained by the Service Manager shall be the exclusive property of the Administrator. The Administrator may prescribe such minimum deposits to Participant's Accounts and each investment option for the Participant as it deems appropriate.

Contributions and withdrawals of Roth Contributions will be credited and debited to the Roth Contribution Account maintained for a Participant. The Plan will maintain a record of the amount of Roth Contributions in each Participant's Account. Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to a Participant Roth Contribution Account and the Participant's other accounts under the Plan. No contributions other than Roth Contributions and properly attributable earnings will be credited to each Participant's Roth Contribution Account. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

8.2. Statements of Account. A written report of the status of each Participant's Account shall be furnished to the Participant by the Administrator within thirty (30) days after the end of each Plan quarter. All reports to Participants shall be based on the fair market value of investments credited to their Accounts as of the reporting dates. Participant reports shall be deemed to have been accepted by the Participant as correct unless written notice to the contrary is received by the Administrator within ninety (90) days after the mailing or distribution of a report to the Participant.

8.3. Year End Reports. Within ninety (90) days after the end of each Plan Year, a written report shall be prepared and maintained on file by the Administrator showing the assets held under the Plan, a schedule of all receipts and disbursements and all material transactions of the Plan during the preceding year. This report shall be in a form and shall contain other information as the Administrator requires. The report shall also contain such information as is necessary to enable the Trustees to prepare their accounting due under the Trust.

ARTICLE IX - VALUATION OF ACCOUNTS

9.1. Valuation. The Administrator shall value the investments each business day based on acceptable industry practices. All daily transactions shall be based on that day's closing market values.

9.2. Deposits. In all cases, deposits of contributions shall be treated as actually made only as of the date the funds are accepted as in good order by the Administrator.

9.3. Report from Administrator to Trustees. The Administrator shall provide a report to the Trustees concerning the valuation of Accounts within forty-five (45) days after the end of each calendar quarter.

ARTICLE X - TRUST

10.1. Trust Status. All assets held in connection with the Plan, including all contributions and amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan.

10.2. Trust Fund. To the extent required by Section 457(g) of the Code, all amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan shall be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and the Trust Agreement. All contributions to the Plan must be transferred by the Participating Employers to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

ARTICLE XI - INVESTMENT OF ACCOUNTS

11.1. Investment Options. From time to time, the Trustees shall determine the available Investment Funds for Participants (or Beneficiaries upon the death of the Participant). The Participants may direct the investment of their Accounts among the Investment Funds selected by the Trustees. Unless otherwise directed by the Participant (or Beneficiary), in accordance with procedures established by the Service Manager, a Participant's (or Beneficiary's) Roth Contribution Account, Employer Contribution Account and Rollover Account shall be invested in the same manner as the Participant's (or Beneficiary's) Employee Contribution Account. The Administrator shall follow the Participant's (or Beneficiary's) directions with respect to the investment of each Participant's Account, except that the Administrator shall direct the investment of a Participant's (or Beneficiary's) Account to a default investment pursuant to Section 11.2 when there is no valid investment direction on file. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

11.2. Investment Default. In the event that a Participant does not have a valid investment direction on file for any portion of the amount in that Participant's Account, the

Account shall be invested in any default option or options as determined by the Trustees. In such event, the Participant shall be deemed to have directed that option (or options) for investment of their Account. The Trustees intend to establish one or more default options based upon various factors, including but not limited to, market risk, stability and rate of return. If the Trustees have appropriately exercised their fiduciary duty in selecting a default option(s), they have no liability for any loss sustained by a Participant or Beneficiary whose Account is invested in the default option(s).

ARTICLE XII - BENEFITS

12.1. Benefit Payments. Benefits shall be paid from the Trust Fund in accordance with this Article following a Participant's Severance from Employment, attainment of age seventy and a half (70 ½), Death, Disability or the occurrence of an unforeseeable emergency, as described in Section 12.5 or becoming qualified for a Roth Qualified Distribution. Benefits payable to a Participant or a Beneficiary (or estate, if applicable) shall be based upon the value of the Participant's Account. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

(a) **Severance from Employment.** Upon Severance from Employment, a Participant is entitled to receive a distribution of his or her Account under any form of distribution permitted under Section 12.2, subject to Article XIV, commencing on a date selected by the Participant which may not be later than the required distribution date of Code Section 401(a)(9), as specified in Article XIV. A Participant may elect to change the commencement date of distribution of the Account to a later date otherwise permitted under this Article, so long as the commencement date meets the required distribution commencement date provisions of Code Section 401(a)(9). All benefits shall be paid under a payment option under Section 12.2, subject to Article XIV.

(b) **Attainment of Age Seventy and One Half (70 ½).** Upon attaining age seventy and one half (70 ½), a Participant may elect to have benefits commence on a date which is no later than the required distribution date of Code Section 401(a)(9), as specified in Article XIV. All benefits shall be paid under a payment option under Section 12.2, subject to Article XIV.

(c) **Death.** In the event of the Participant's death prior to the commencement of benefits under paragraph (a), the value of the Participant's Account shall be paid to the Beneficiary under a payment option selected by the Beneficiary pursuant to ~~under~~ Section 12.2, subject to the restrictions in Article XIV. Such benefits shall be payable commencing within sixty (60) days after receipt by the Administrator of satisfactory proof of the Participant's death. However, if the Beneficiary is the spouse of the Participant, then the spouse may elect, within sixty (60) days of Participant's death, to defer distribution to a date not later than the date when the Participant would have attained age 72 (age 70½ for distributions required to be made before January 1, 2020, with respect to a member who would have attained age 70½ before January 1, 2020). In the event of the Participant's death after commencement of benefits, benefits shall be paid subject to Article XIV. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016; AS AMENDED SEPTEMBER 25, 2020]

(d) **Disability.** Upon Severance from Employment with the Participating Employer because of Disability, a Participant may elect to have benefits commence on a date which is no

later than the required beginning date under Code Section 401(a)(9), as specified in Article XIV. A Participant who is on leave without pay who becomes Disabled within the first six (6) months of the leave shall be considered to have separated from service on account of Disability. The commencement date must be no later than the required distribution date of Code Section 401(a)(9). A Participant may change the commencement date of distribution of the Account to a later date otherwise permitted under this Article, so long as the commencement date meets the required distribution commencement date provisions of Code Section 401(a)(9). All benefits shall be paid under a payment option under Section 12.2, subject to the restrictions in Article XIV.

12.2. Payment Options.

(a) The election of a payment option by a Participant or a Beneficiary under Section 12.1 must be made no later than thirty (30) days before the commencement of such benefits. Subject to restrictions established by the Administrator, the Plan shall permit payout options in the form of lump sums, periodic payments of a fixed amount or fixed duration, or life contingent annuities. Absent such an election, the Account will be paid in a lump sum. See Article XV for rollover distribution options.

(b) Participants (or Beneficiaries) may elect whether benefits should be paid from the Rollover Account, the Employee Contribution Account, the Roth Contribution Account or the Employer Contribution Account. In the absence of such an election, a benefit shall be paid first from the Rollover Account, then from the Employee Contribution Account, then from the Employer Contribution Account, and lastly from the Roth Contribution Account. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

(c) **Lump Sum Settlement.** Notwithstanding anything in this Plan to the contrary, if a Participant's Account balance is not greater than \$5,000 (or such other lesser amount as determined by the Trustees with respect to the Plan Years of Participating Employers following the determination) at the time of Severance from Employment, the Administrator may effect a lump sum distribution of a Participant's Account, regardless of a Participant's or Beneficiary's direction. If a lump sum distribution to be made under this Section is greater than \$1,000 and it is an eligible rollover distribution, and if the recipient of the distribution does not elect to have the distribution paid directly to an eligible retirement plan specified by the recipient in a direct rollover or does not elect to receive the distribution directly then the Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Administrator. [AS AMENDED MARCH 31, 2021; EFFECTIVE AS OF MARCH 31, 2021]

12.3. Designated Beneficiary.

(a) A Participant shall have the right to file with the Administrator an Applicable Form designating the Beneficiary or Beneficiaries who shall receive the benefits payable under the Plan in the event of the Participant's death. No Beneficiary designation shall take effect until an Applicable Form is signed by the Participant and received and accepted by the Administrator. ~~If the Participant dies without a valid Beneficiary form on file, the benefit payments shall be made to the Participant's surviving spouse; if there is no surviving spouse, then equally to the~~

~~Participant's surviving children; if there are no surviving children, then to the Participant's estate in a lump sum.~~

(b) A Participant shall have the right to designate at least one primary and contingent Beneficiary and to indicate whether the Beneficiaries in each class are to share equally or according to specified percentages. If a Beneficiary predeceases the Participant, the surviving Beneficiaries in the same class (i.e., primary or contingent) will share among each other all benefits in the same proportion as originally designated by the Participant. A contingent Beneficiary shall receive benefit payments only if there is no surviving primary Beneficiary.

(c) If the Participant dies without a valid Beneficiary form on file for this Plan and he or she is a participant in the GMA Defined Contribution Plan, the Participant's Beneficiary or Beneficiaries for purposes of the GMA Defined Contribution Plan, if any, shall be the Participant's Beneficiary or Beneficiaries under this Plan. If the Participant dies without a valid Beneficiary form on file for this Plan or for the GMA Defined Contribution Plan, the benefit payments shall be made to the Participant's surviving spouse, in which case the Participant's surviving spouse shall be the designated Beneficiary under the Plan. If there is no surviving spouse, then the benefit shall be paid to the Participant's estate in a lump sum. In the event of the death of a Beneficiary, after the Beneficiary has become entitled to receive benefits, the remaining benefits shall be paid to the estate of the Beneficiary in a lump sum.

(d) The Beneficiary designation may be changed by the Participant in writing on the Applicable Form at any time prior to Retirement. Only the last designation of a Beneficiary prior to Retirement shall have effect, and any new designation of a Beneficiary invalidates, supersedes, and revokes any prior designation, provided it is made on an Applicable Form signed by the Participant and received and accepted by the Administrator. Notwithstanding any provision to the contrary, a Beneficiary designation for this Plan shall control distribution of benefits payable under this Plan over a subsequent Beneficiary designation for the GMA Defined Contribution Plan. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

12.4. Voluntary In-Service Distribution. A Participant who is an active employee of a Participating Employer may elect to receive a distribution of the Participant's entire Account under the Plan before a Severance from Employment if the following requirements are met:

(1) The Participant's entire Account balance does not exceed the amount specified in Code Section 411(a)(11) or such other amount as determined by the Administrator on the date of the distribution,

(2) The Participant has not previously received an in-service distribution of the Participant's Account, and

(3) No amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the in-service distribution.

This election must be made in accordance with the procedures established by the Administrator.

12.5. Unforeseeable Emergency Distributions. Notwithstanding any other provision herein and subject to guidelines and requirements set forth in procedures established by the Administrator, if a Participant or Beneficiary has an unforeseeable emergency before Severance from Employment, the Participant may elect to receive a lump sum distribution equal to the amount requested or, if less, the maximum amount determined under the Administrator's procedures to be permitted to be distributed under this Section.

(a) Procedures. The Administrator shall establish procedures to review and approve or deny all requests for an unforeseeable emergency distribution. If the application for payment is approved by the Administrator, payment shall be effected as soon as practicable thereafter.

(b) Unforeseeable Emergency Defined. An unforeseeable emergency is defined as a severe financial hardship of the Participant resulting from: an illness or accident of the Participant, the Participant's spouse, or the Participant's dependent (as defined in section 152(a)); loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); the need to pay for the funeral expenses of the Participant's spouse or dependent (as defined in section 152(a) of the Code); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. For example, the imminent foreclosure of or eviction from the Participant's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Except as otherwise specifically provided in this Section 12.5, neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency.

(c) Unforeseeable Emergency Distribution Standard. Effective January 1, 2007, an unforeseeable emergency is defined as a severe financial hardship of the Participant or the Participant's primary beneficiary resulting from: an illness or accident of the Participant or the Participant's primary beneficiary, the Participant's or the Participant's primary beneficiary's spouse or dependent (as defined in Code Section 152 without regard to the Code Sections 152(b)(1), (b)(2), and (d)(1)(B)); loss of the Participant's or the Participant's primary beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); the need to pay for the funeral expenses of the Participant's or Participant's primary beneficiary's spouse or dependent (as defined in section 152 of the Code without regard to Code Section 152(b)(1), (b)(2), and (d)(1)(B)); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or the Participant's primary beneficiary. For example, the imminent foreclosure of or eviction from the Participant's or Participant's primary beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses for the Participant or the Participant's primary beneficiary, or of the Participant or the Participant's primary beneficiary's spouse or dependent (as defined in section 152 of the Code without regard to Code Sections 152(b)(1), (b)(2), and (d)(1)(B)), including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Except as otherwise specifically provided in this Section 12.5, neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency. For purposes of this Section "primary beneficiary" means an individual who is named as a ~~b~~Beneficiary under the Plan and has an

unconditional right to all or a portion of the Participant's Account Balance upon the death of the Participant.

(d) Distribution Necessary to Satisfy Emergency Need. Distributions because of an unforeseeable emergency may not exceed the amount reasonably necessary to satisfy the emergency need (which may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution).

(e) Claim Procedures Applicable. The claim procedures of Article XX apply to the decision of the Administrator concerning financial hardship.

(f) Additional Restrictions. ~~Only the Employee Contribution Account is available for unforeseeable emergency distributions. A Participating Employer may adopt a policy whereby Participants are prohibited from making any deferral under this Plan for a certain period after the Employer is notified by the Plan Administrator that the Participant has received an unforeseeable emergency distribution. The deferral prohibition period shall be determined by the Participating Employer and stated in the policy, but it shall not exceed six (6) months. The policy must be applied by the Participating Employer in a consistent manner to all Participants. A copy of the policy must be provided to the Plan Administrator.~~ [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

12.6. No Plan Loans. Plan loans to Participants shall not be permitted.

12.7. Coronavirus-Related Distributions. Notwithstanding any other provision herein and subject to the applicable provisions of section 2202 of the CARES Act and the guidelines and requirements set forth in procedures established by the Administrator, the following provisions apply with respect to Coronavirus-Related Distributions and repayment thereof.

(a) A "Coronavirus-Affected Individual" means a Participant (or Beneficiary, if the Participant is deceased):

(1) Who is diagnosed with SARS-CoV-2 or coronavirus disease 2019 (collectively, "COVID-19") by a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act).

(2) Whose spouse or dependent (as defined in section 152 of the Code) is diagnosed with COVID-19 by a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act).

(3) Who experiences adverse financial consequences due to COVID-19 as a result of:

(A) being quarantined, being furloughed, laid off, or having work hours reduced;

(B) being unable to work due to the lack of childcare; or

(C) the closing or reduction in hours of a business that the Participant owns or operates.

(4) Who experiences an adverse financial consequence as a result of having a reduction in pay (or self-employment income) due to COVID-19 or having a job offer rescinded or start date for a job delayed due to COVID-19.

(5) Who experiences an adverse financial consequence as a result of the individual's spouse or a member of the individual's household being quarantined, being furloughed or laid off, having work hours reduced due to COVID-19, being unable to work due to lack of childcare due to COVID-19, having a reduction in pay (or self-employment income) due to COVID-19, or having a job offer rescinded or start date for a job delayed due to COVID-19.

(6) Who experiences an adverse financial consequence as a result of closing or reducing hours of a business owned or operated by his or her spouse or a member of the individual's household due to COVID-19.

For purposes of this definition, a "member of the individual's household" is an individual who shares the individual's principal residence.

(b) A "Coronavirus-Related Distribution" means any distribution made from January 1, 2020 and before December 31, 2020, to a Coronavirus-Affected Individual, to the extent that such distribution, when aggregated with all other Coronavirus-Related Distributions to the Coronavirus-Affected Individual (including the aggregate amount of such distributions from all eligible retirement plans that can be treated as Coronavirus-Related Distributions), does not exceed \$100,000.

(c) A Participant who received a Coronavirus-Related Distribution may repay any or all of such distribution to the Plan in one or more contributions, provided such Coronavirus-Related Distribution is eligible for tax-free rollover treatment. Any such re-contribution:

(1) Will be treated as having been made in a trustee-to-trustee transfer to the Plan;

(2) Must be made during the three-year period beginning on the day after the date on which such distribution was received; and

(3) Cannot exceed the amount of such distribution.

(d) This provision shall become effective January 1, 2020. [AS AMENDED SEPTEMBER 25, 2020]

ARTICLE XIII - DOMESTIC RELATIONS ORDERS

13.1. General Provisions. Domestic relations orders which satisfy the requirements of Code Section 414(p)(1)(A)(i) and 414(p)(1)(B), this Article, and the procedures established by the Administrator or Service Manager for such orders shall be considered Plan-Approved Domestic Relations Orders ("PADROs") and shall be honored by the Plan. The Plan shall not honor any domestic relations orders issued by a court before January 26, 2004. The Administrator (or Service Manager) is authorized to establish and amend procedures for the determination of PADROs consistent with the above-referenced Code provisions and this Article.

13.2. Investments. During the period that the issue of whether an order satisfies the applicable requirements of the Code and the procedures established by the Administrator or Service Manager is under consideration, the investment direction of the Participant with respect to the Participant's Accounts shall remain in effect, subject to a determination by the Administrator or Service Manager that such investment direction would be contrary to a final court order. After a determination has been made that a domestic relations order satisfies the applicable requirements of the Code and the procedures established by the Administrator or Service Manager and a separate Plan Account has been established for the alternate payee, the alternate payee shall direct the investment of his or her Plan Account. The Administrator or Service Manager shall direct the investment of an alternate payee's Account to a default investment pursuant to Section 11.2 when there is no valid investment direction on file. The alternative payee's Account shall be assessed administrative fees in the same amount and in the same manner as a Participant's Account.

13.3. Distributions to Alternate Payees. Distribution of benefits to the alternate payee shall commence as soon as administratively practicable after (i) a determination is made that the order satisfies the applicable requirements of the Code and the procedures established by the Administrator or Service Manager, and (ii) receipt by the Administrator or Service Manager of the Applicable Forms for the election of benefits. In the event of an alternative payee's death, any remaining benefits shall be payable solely to the alternate payee's estate, via the duly-appointed and then-currently serving executor of the alternative payee's estate.

ARTICLE XIV - MINIMUM DISTRIBUTION RULES

14.1. Precedence. The requirements of this Article will take precedence over any inconsistent provisions of the Plan.

14.2. Requirements of Treasury Regulations Incorporated. All distributions required under this Article will be determined and made in accordance with the Treasury regulations under Code Section 401(a)(9).

14.3. Time and Manner of Distribution.

(a) The Participant's entire interest will be distributed, or begin to be distributed, to the Participant not later than the Participant's Required Beginning Date.

(b) If the Participant dies before distribution begins, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72 (age 70½ for distributions required to be made before January 1, 2020, with respect to a member who would have attained age 70½ before January 1, 2020), if later.

(2) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary may be made by lump sum, and distribution must be made no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (b), other than subsection (b)(2), will apply as if the surviving spouse were the Participant.

For purposes of this subsection (b) and Section 14.5, unless subsection (b)(4) of this Section applies, distributions are considered to begin on the Participant's Required Beginning Date. If subsection (b)(4) of this Section applies, distributions are considered to begin on the date the distributions are required to begin to the surviving spouse under subsection (b)(1) of this Section. If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (b)(1) of this Section), the date distributions are considered to begin is the date distributions actually commence.

Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Sections 14.4 or 14.5. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the Treasury regulations. **[AMENDED SEPTEMBER 25, 2020]**

14.4. Required Minimum Distributions During Participant's Lifetime.

(a) During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

(1) The quotient obtained by dividing the Participant's Account Balance by the distribution period in the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the

Treasury regulations, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or

(2) If the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year.

(b) Required minimum distributions will be determined under this Section beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

14.5. Required Minimum Distributions After Participant's Death.

(a) Death on or After Date Distributions Begin.

(1) If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:

1. The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

2. If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving spouse's death, the remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

3. If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining Life Expectancy is calculated using the age of the ~~h~~Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year. **[AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]**

(2) If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(b) Death (on or before December 31, 2021) Before Date Distributions Begin.

(1) If the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in subsection (a) of this Section.

(2) If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 14.3(b)(1), this subsection (b) will apply as if the surviving spouse were the Participant.

(c) Death (on or after January 1, 2022) Before Date Distributions Begin

(1) Notwithstanding the provisions above, if a Participant dies before their entire Account balance is distributed, the Participant's entire interest will be distributed no later than as follows:

1. If the Designated Beneficiary is not the Participant's surviving spouse, a child of the employee who has not yet reached the age of majority, an individual who is disabled or chronically ill, or an individual who is not more than ten years younger than the employee, distributions after the Participant's death must be distributed no later than December 31st of the calendar year containing the tenth (10th) anniversary of the Participant's death.

2. If the Designated Beneficiary is the Participant's surviving spouse, a child of the employee who has not yet reached the age of majority, an individual who is disabled or chronically ill, or an individual who is not more than ten (10) years younger than the employee, distributions after the Participant's death must be made over a period not to exceed the designated Beneficiary's life expectancy. Alternatively, the designated Beneficiary may elect to receive a total distribution of the Participant's Account Balance by no later than December 31st of the calendar year containing the tenth (10th) anniversary of the Participant's death.

[AMENDED SEPTEMBER 25, 2020]

14.6. Definitions for this Article.

(a) "Designated Beneficiary" means the individual who is designated as the ~~b~~Beneficiary under Article XI and is the Designated Beneficiary under Code Section 401(a)(9) and section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

(b) "Distribution Calendar Year" means a calendar year for which a minimum distribution is required pursuant to Section 401(a)(9) of the Code. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Section 14.3(b). The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

(c) "Life Expectancy" means life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

(d) "Participant's Account Balance" means the Account balance as of the last valuation date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) (i) increased by the amount of any contributions or forfeitures allocated to the Participant's Account Balance in the valuation calendar year and (ii) decreased by distributions made in the valuation calendar year. The Participant's Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

(e) "Required Beginning Date" means April 1 of the calendar year following the later of (i) the calendar year in which the Participant reaches age seventy-two (72) (age seventy and one-half (70½) for distributions required to be made before January 1, 2020, with respect to a member who would have attained age 70½ before January 1, 2020), or (ii) the calendar year in which the Participant retires from a Participating Employer.

[AMENDED SEPTEMBER 25, 2020]

14.7. No Expansion of Payment Options. Nothing in this Article shall provide any individual entitled to a benefit under this Plan a benefit or payment option to which such individual would not otherwise be entitled pursuant to the provisions of the Plan.

14.8. 2020 Waiver of Required Minimum Distributions

(a) Notwithstanding Sections 14.4 and 14.5 above, whether a Participant or Designated Beneficiary who would have been required to receive a required minimum distribution in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of section 401(a)(9)(I) of the Code (2020 required minimum distributions), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2020 required minimum distributions, or (2) one or

more payments (that include the 2020 required minimum distributions) in a series of substantially equal periodic payments made at least annually and expected to last the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's Designated Beneficiary, or for a period of at least 10 years (Extended 2020 required minimum distributions), will receive those distributions is determined in accordance with Section 14.8(b) below. Notwithstanding Section 14.8(b) below, a Participant or Beneficiary will be given the opportunity to elect whether or not to receive those distributions. In addition, notwithstanding Section 15.1, and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2020 will be treated as eligible rollover distributions.

(b) A Participant or Beneficiary who would have been required to receive a 2020 required minimum distribution will not receive this distribution unless the Participant or Beneficiary chooses to receive the distribution.

[AMENDED SEPTEMBER 25, 2020]

ARTICLE XV - ELIGIBLE ROLLOVER FROM THIS PLAN

15.1. Plan Distributions and Withholding Requirements.

(a) To the extent required by applicable provisions of the Code and regulations issued thereunder, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(b) A direct rollover for an Eligible Rollover Distribution or any portion thereof from a Roth Contribution Account shall only be made to another designated Roth account under an applicable retirement plan described in Code Section 402A(e)(1) of the Code or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under Code Section 402(c). [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

(c) For purposes of the direct rollover provisions of the Plan, 2020 required minimum distributions will be treated as an Eligible Rollover Distribution in 2020. [AMENDED SEPTEMBER 25, 2020]

15.2. Definitions. The following definitions shall apply to this Article:

(a) An "Eligible Rollover Distribution" is any distribution under Article XII of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten (10) years or more; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); (iii) the portion of any distribution that is not includable in gross income; or (iv) any distribution which is made upon

the hardship of the Distributee. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

(b) An "Eligible Retirement Plan" is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, a qualified trust described in section 401(a) of the Code that accepts the distributee's eligible rollover distribution or an annuity contract described in Code Section 403(b), an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, and, effective January 1, 2008, a Roth IRA described in section 408A of the Code. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p). The definition of an Eligible Retirement Plan for a nonspouse designated ~~b~~Beneficiary of a deceased participant means an individual retirement annuity account established for the purpose of receiving a distribution from this Plan and treated as an inherited individual retirement account or annuity (within the meaning of Code Section 408(d)(3)(C)).

(c) A "distributee" includes an employee, former employee, and, effective January 1, 2010, a nonspouse designated ~~b~~Beneficiary (as defined in section 401(a)(9)(E) of the Code) of a deceased Participant. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

(d) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

15.3. Notice Requirements. Effective January 1, 2007, not fewer than 30 nor more than 180 days before a Plan distribution, the Administrator shall provide the recipient with a written tax explanation as required by Code Section 402(f), if applicable, including an explanation of (i) the direct transfer of benefits, if applicable; (ii) the applicability of withholding taxes; (iii) the availability of direct transfers or rollovers; (iv) the availability of the special forward income averaging of Code Section 402(d); and (v) the applicability of such provisions to an alternate payee under Code Section 402(e). Notwithstanding the preceding sentence, a distribution may begin fewer than 30 days after the notice described in the preceding sentence is given, provided that:

(1) the Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a participant distribution option), and

(2) the Participant, after receiving a notice, affirmatively elects a distribution.

ARTICLE XVI - ELIGIBLE ROLLOVERS TO THIS PLAN

16.1. Rollovers from Governmental 457(b) Plans. To the extent permitted by the applicable provisions of the Code and regulations issued thereunder, a Participant may contribute to the Plan in cash as a rollover contribution a qualified rollover amount from a governmental deferred compensation plan under Code Section 457(b), provided that the Administrator, in its discretion, determines that the contribution satisfies all applicable requirements of the Code. A rollover contribution shall be allocated to the Rollover Account in the Participant's Account as of the date of the contribution. Unless otherwise directed by the Participant, in accordance with procedures established by the Service Manager, the Participant's Rollover Account shall be invested in the same manner as the Participant's Employee Contribution Account. The Participant's Rollover Account shall be available for distribution, under the payment options set forth in Section 12.2, at any time at the direction of the Participant, subject to any applicable penalties or other distribution requirements under the Code (including, but not limited to, Article XIV).

16.2. Rollovers from other Eligible Retirement Plans. Prior to and as of the effective date of this Restated Plan, only eligible rollovers from a governmental deferred compensation plan under Code Section 457(b) shall be accepted by the Plan. In the event that the Service Manager establishes a procedure under which all amounts received from a qualified plan, individual retirement account or annuity, or a tax-sheltered 403(b) plan would be separately accounted for, a Participant may contribute to the Plan in cash as a rollover contribution a qualified rollover amount from a qualified plan under Code Section 401(a), an annuity plan under Code Section 403(a), an individual retirement account or annuity, or a tax-sheltered annuity under Code Section 403(b), provided that the Administrator, in its discretion, determines that the contribution satisfies all applicable requirements of the Code.

16.3. Rollovers of Roth Contributions. If a Participant has a Roth Contribution Account under the Plan, to the extent an eligible rollover distribution paid to the Plan consists of amounts distributed from a designated Roth account which was under an applicable retirement plan described in Code Section 402A(e)(1)(C), and only to the extent the rollover is permitted under Code Section 402(c), such amounts shall be credited to the Participant's Roth Contribution Account. If rollovers from other retirement plans are accepted to the Plan under Section 16.2, then under this Section 16.3 the Plan may accept a rollover of amounts distributed from a designated Roth account which was under an applicable retirement plan described in Code Section 402A(e)(1), to the extent the rollover is permitted under Code Section 402(c), and such amounts shall be credited to the Participant's Roth Account. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

ARTICLE XVII - PARTICIPATING EMPLOYER OBLIGATIONS

Each Participating Employer is required to: (i) remit contributions on a timely basis pursuant to Articles IV, V and VI, in the form and manner required by the Administrator; (ii) notify the Administrator of any change in the Adoption Agreement at least thirty (30) days prior to the proposed effective date of the change; (iii) provide and/or distribute any reports, information, or notices as required by the Administrator; and (iv) comply with all requirements of the Plan. The Participating Employer will also be responsible for ensuring that all of its

arrangements, treated as a single plan, comply with the applicable requirements of Code Section 457 and Regulations, including, but not limited to, the coordination of limitations on Annual Deferrals (including the basic limit, age 50 catch-up limit, and special 457 catch-up limit under Article VI), corrections of excess deferrals (Section 6.7), and plan-to-plan transfers (Article XVIII). The Plan for a Participating Employer who fails to comply with its obligations under the Plan may be terminated by the Trustees in their discretion. A Participating Employer shall not be liable for losses arising from expense charges of any kind or from depreciation or shrinkage in the value of investments made under this Plan. [AMENDED SEPTEMBER 25, 2020]

ARTICLE XVIII - PLAN TO PLAN TRANSFERS

18.1. Direct Transfers Among Plans of the Same Employer. A transfer from this Plan to another eligible governmental plan of the same Employer and a transfer to this Plan from another eligible governmental plan of the same Employer is permitted under the following conditions:

(a) The transfer is from an eligible governmental plan to another eligible governmental plan of the same employer (and, for this purpose, the employer is not treated as the same employer if the participant's compensation is paid by a different entity);

(b) The transferor plan provides for transfers;

(c) The receiving plan provides for the receipt of transfers;

(d) The participant or beneficiary whose amounts deferred are being transferred will have an amount deferred immediately after the transfer at least equal to the amount deferred with respect to that ~~p~~Participant or ~~b~~Beneficiary immediately before the transfer; and

(e) The ~~p~~Participant or ~~b~~Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the receiving plan unless the ~~p~~Participant or ~~b~~Beneficiary is performing services for the entity maintaining the receiving plan. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

18.2. Plan-to-Plan Transfers from the Plan to the Plan of Another Employer.

(a) At the direction of the Participating Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another eligible governmental plan within the meaning of section 457(b) of the Code and section 1.457 2(f) of the Income Tax Regulations. A transfer is permitted under this Section 18.2(a) for a Participant only if the Participant has had a Severance from Employment with the Participating Employer and is an employee of the entity that maintains the other eligible governmental plan. Further, a transfer is permitted under this Section 18.2 (a) only if the other eligible governmental plan provides for the acceptance of plan-to-plan transfers only with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.

(b) Upon the transfer of assets under this Section 18.2, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 18.2 (for example, to confirm that the receiving plan is an eligible governmental plan under paragraph (a) of this Section 18.2, and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to section 1.457-10(b) of the Income Tax Regulations.

18.3. Plan-to-Plan Transfers to the Plan. At the direction of the Participating Employer, the Administrator may permit a class of Participants who are participants in another eligible governmental plan under section 457(b) of the Code to transfer assets to the Plan as provided in this Section. Such a transfer is permitted only if the other plan provides for the direct transfer of each Participant's interest therein to the Plan. The Administrator may require in its sole discretion that the transfer be in cash or other property acceptable to the Administrator. The Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with section 457(e)(10) of the Code and section 1.457-10(b) of the Income Tax Regulations and to confirm that the other plan is an eligible governmental plan as defined in section 1.457-2(f) of the Income Tax Regulations. The amount so transferred shall be credited to the Participant's Account and shall be held, accounted for, administered and otherwise treated in the same manner as an Annual Deferral by the Participant under the Plan, except that the transferred amount shall not be considered an Annual Deferral under the Plan in determining the maximum deferral under Article VI.

18.4. Permissive Service Credit Transfers.

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan; provided, however, that no portion of the Participant's Account balance attributable to Roth Contributions may be transferred under this Section 18.4(a). A transfer under this Section 18.4(a) may be made before the Participant has had a Severance from Employment. **[AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]**

(b) A transfer may be made under Section 18.4(a) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

18.5. Direct Transfers to this Plan. Subject to the approval of the Administrator, this Plan shall accept cash transfers of Participants' accounts maintained under an eligible Section 457 plan directly to this Plan.

ARTICLE XIX - ADMINISTRATION OF PLAN

19.1. Compliance with Code Section 457. At all times, the Plan shall be administered in accordance and construed to be consistent with Section 457 of the Code and its accompanying regulations.

19.2. Duties and Powers of the Trustees. The Trustees shall have the authority to control and manage the operation and administration of the Plan and shall be a named fiduciary of the Plan.

(a) The Trustees shall have such power and authority (including discretion with respect to the exercise of that power and authority) as may be necessary, advisable, desirable or convenient to enable the Trustees to carry out their duties under the Plan. The Trustees also have the powers and duties specified in the Trust Agreement. By way of illustration and not limitation, the Trustees are empowered and authorized:

1. to establish procedures with respect to administration of the Plan, not inconsistent with the Plan and the Code, and to amend or rescind such procedures;

2. to determine, consistent with the Plan, applicable law, rules or regulations, all questions of law or fact that may arise as to the eligibility for participation in the Plan and eligibility for distribution of benefits from the Plan, and the status of any person claiming benefits under the Plan, including without limitation, Participants, former Participants, Beneficiaries, Employees and former Employees;

3. pursuant to Article XII of the Plan, to make payments from the Trust Fund to Participants, their Beneficiaries and other persons as the Trustees may determine;

4. to contract with one or more Service Managers to perform education, enrollment, and administrative services under this Plan;

5. to accept service of legal process;

6. subject to and consistent with the Code, to construe and interpret the Plan as to administrative issues and to correct any defect, supply any omission or reconcile any inconsistency in the Plan with respect to same.

(b) Any action by the Trustees, which is not found to be an abuse of discretion, shall be final, conclusive and binding on all individuals affected thereby. The Trustees may take any such action in such manner and to such extent as the Trustees in their sole discretion may deem expedient and the Trustees shall be the sole and final judge of such expediency.

(c) The Trustees may delegate any power or duty to the Administrator except where the Trustees are required to review an action by the Administrator.

19.3. Advice. The Trustees may employ one (1) or more persons to render advice with regard to their responsibilities under the Plan.

19.4. Delegation by Trustees. In addition to the powers stated in Section 19.2, the Trustees may from time to time delegate to an individual, committee or organization certain of their fiduciary or other responsibilities under the Plan. Any such individual, committee or organization shall remain a fiduciary until the delegation of fiduciary duty is revoked by the Trustees, which revocation may be without cause and without advance notice. Such individual, committee or organization shall have such power and authority with respect to delegated fiduciary or other responsibilities as the Trustees have under the Plan.

19.5. Fiduciary Insurance. The Trustees may require the purchase of fiduciary liability insurance for any of their fiduciaries to cover liability or losses occurring by reason of the act or omission of a fiduciary.

19.6. Payment of Benefits.

(a) **Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

(b) **Correctness of Actions.** The Trustees or Administrator, if in doubt concerning the correctness of its action in making a payment of a benefit, may suspend payment until satisfied as to the correctness of the payment or the person to receive the payment, or may file, in any state court of competent jurisdiction, a suit, in such form as it considers appropriate, for legal determination of the benefits to be paid and the persons to receive them. The Trustees or Administrator may also bring a suit or take such other action as it deems appropriate in the case of questions involving investment directions. The Trustees and Administrator shall comply with the final order of the court in any such suit, and Participants, Beneficiaries, and Participating Employers shall be bound thereby insofar as such order affects the benefits payable under this Plan or the method or manner of payment.

19.7. Limitation on Recovery. Participating Employers, Participants, and Beneficiaries (or their estates, if applicable) may not seek recovery against the Trustees, GMA or any employee or agent of the Trustees, for any loss sustained by any Participating Employer, Participant, or Beneficiary (or estate, if applicable) due to the nonperformance of their duties, negligence or any other misconduct of the above-named persons. Participants and Beneficiaries (or their estates, if applicable) may not seek recovery against Participating Employers or any employee or agent of the Participating Employer, for any loss sustained by the Participant or Beneficiary (or their estates, if applicable) due to the nonperformance of their duties, negligence or any other misconduct of the above-named persons. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

This paragraph shall not, however, excuse fraud or a wrongful taking by any person.

ARTICLE XX - CLAIMS PROCEDURE

20.1. Claims Procedure: Service Manager. Any Participant may present a claim in writing to the Service Manager for any issue involving the Participant's Account investments or record-keeping. In addition, the Administrator may refer such issues to the Service Manager for review and resolution. The Service Manager shall utilize the protocol agreed to with the Administrator. The Service Manager shall resolve any such claim presented to it. If a Participant is not satisfied with the resolution determined by the Service Manager, the Participant may request in writing a claim review under Section 20.4.

20.2. Claims Procedure: Employer. Any Participant may present a claim in writing to the Participant's Employer for any issue involving eligibility. In addition, the Administrator may refer such issues to the Employer for review and resolution. The Employer shall resolve any such claim presented to it. If a Participant is not satisfied with the resolution determined by the Employer, the Participant may request in writing a claim review under Section 20.4.

20.3. Claims Procedure: Administrator. The Administrator shall have sole discretion to determine, based upon the issue(s) raised, if a claim should be resolved by the Service Manager, the Employer, or the Administrator pursuant to Sections 20.1, 20.2, or 20.3, respectively. A Participant, Beneficiary, or other person claiming benefits under this Plan ("Claimant") may present a claim in writing to the Administrator for any issue not covered by Section 20.1 or 20.2. The Administrator shall resolve any such claim presented to it in accordance with the procedure specified in Section 20.4(b) - (d). If the Claimant is not satisfied with the resolution determined by the Administrator, the Claimant may appeal the Administrator's decision under Section 20.5.

20.4. Claims Review.

(a) Within thirty (30) days after the Claimant is notified of a decision under Section 20.1 or 20.2, the Claimant may submit a written request for review of the decision by the Administrator. If such request is not filed within thirty (30) days, the decision of the Service Manager or Employer, as applicable, shall be final and binding. The thirty-day period may be waived by the Trustees for good cause shown.

(b) The Administrator shall within ninety (90) days provide adequate notice in writing to any Claimant as to its decision on any review. Such notice shall be written in a manner calculated to be understood by the Claimant. If such claim is denied by the Administrator, in whole or in part, such notice shall set forth:

1. the specific reasons for such denial,
2. specific reference to any pertinent provisions of the Plan on which denial is based,
3. a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary, and

4. an explanation of the appeals procedure for the Plan.

(c) The Administrator shall act as a fiduciary in making a full and fair review of such claim.

(d) The Claimant or a duly authorized representative may review any Plan document which is pertinent to the claim and may submit issues and comments to the Administrator in writing at any time prior to the issuance of the Administrator's decision on review.

20.5. Appeals Procedure.

(a) Within sixty (60) days after receipt by the Claimant of notification of denial under Section 20.3 or 20.4, the Claimant shall have the right to present a written appeal to the Trustees, including submission of any additional material that is pertinent to the claim. If such appeal is not filed within the sixty (60) day period, the decision of the Administrator shall be final and binding.

(b) A decision by the Trustees shall be made no later than sixty (60) days after its receipt of the appeal. However, if the Trustees decide that a hearing at which the claimant or his duly authorized representative may be present is necessary and such a hearing is held, such decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after their receipt of the appeal. Any such decision of the Trustees shall be in writing and shall provide adequate notice to the claimant setting forth the specific reasons for any denial and written in a manner calculated to be understood by a Participant. Any such decision by the Trustees shall be final and binding.

20.6. Report to Trustees Concerning Claims and Appeals. The Administrator shall present a quarterly summary to the Trustees concerning any claim or appeal under this Article.

ARTICLE XXI - AMENDMENT OF THE PLAN

21.1. Amendment of the Master Plan and the Adoption Agreement.

(a) Subject to the provisions of any applicable law, the Trustees and the Administrator may at any time amend or modify this Master Plan without the consent of the Participating Employers or of Participants (or any Beneficiaries thereof). Any modification, alteration, or amendment of the Master Plan, made in accordance with this Section, may be made retroactively, if deemed necessary or appropriate by the Trustees. A certified copy of the resolution of the Trustees making such amendment shall be delivered to the Administrator, and the Master Plan shall be amended in the manner and effective as of the date set for in such resolution, and the Participating Employers, Employees, Participants, Beneficiaries, Trustees, and the Administrator shall be bound by the amendment. A Participating Employer may not amend the Master Plan in any way.

(b) Subject to the provisions of any applicable law, the Trustees and the Administrator may at any time amend or modify the form of the Adoption Agreement with the consent of the Participating Employers unless otherwise required under Section 21.2.

21.2. Amendment for Eligible Plan Status. It is the intent of the Trustees that the Plan shall be and remain an eligible plan under the provisions of Code Section 457 and that the Trust be exempt from tax under Code Section 457. The Trustees shall promptly submit the Master Plan for approval under the Code and all expenses incident thereto shall be borne by the Trust. The Trustees may make any modifications, alterations, or amendments to the Master Plan, Adoption Agreement, or Addendum necessary to obtain and retain approval of the Secretary of the Treasury or his delegate as may be necessary to establish and maintain the status of the Plan as an eligible plan under the Code or other federal legislation, as now in effect or hereafter enacted, and the regulations issued thereunder. Any modification, alteration, or amendment of the Master Plan, Adoption Agreement, or Addendum, made in accordance with this Section, may be made retroactively, if necessary or appropriate. A certified copy of the resolution of the Trustees making such amendment shall be delivered to the Administrator, and the Master Plan, Adoption Agreement, or Addendum shall be amended in the manner and effective as of the date set forth in such resolution, and the Participating Employers, Participants, Beneficiaries, Trustees, the Administrator and all others having any interest under the Plan shall be bound thereby.

21.3. Amendment of Adoption Agreement and/or Addendum by Participating Employer. The Governing Authority shall have the right at any time to amend, in whole or in part, any or all of its elections under of the Adoption Agreement and/or Addendum; provided, however, that no such amendment shall:

(a) Deprive any Participant or Beneficiary of any of the benefits to which the Participant or Beneficiary is entitled under this Plan with respect to amounts credited prior to the effective date of the amendment; or

(b) Authorize or permit any part of the Trust Fund to be diverted to purposes other than for the exclusive benefit of Participants or their Beneficiaries; or

(c) Become effective until approved by the Trustees. In order to be approved by the Trustees, any amendment must comply with all applicable state and federal laws, including Code Section 457(b), and the Master Plan. If the Trustees do not approve an amendment, the Trustees or Administrator shall continue to administer the Plan as if such amendment had not been made.

21.4. Effective Date of Amendments. If an amendment limits or otherwise restricts the deferral or distribution rights of the Participants, the amendment shall become effective on the first day of the month following the giving of not less than forty-five (45) days prior notice of the amendment. If the amendment was made by the Trustees, notice shall be deemed given when the amendment is posted in the office of the Administrator and is sent to each Participating Employer. If the amendment was made by the Participating Employer, notice shall be deemed given when the amendment is posted in the office of the Participating Employer and is sent to the Administrator. No amendments shall deprive any Participant of any of the benefits to which the Participant is entitled under this Plan with respect to amounts credited prior to the effective date of the amendment.

If the Plan is amended or modified, the Administrator shall nonetheless be responsible for the supervision and the payment of benefits resulting from amounts contributed prior to the amendment or modifications in accordance with this Article.

ARTICLE XXII - FROZEN PLANS AND PLAN TERMINATION

22.1. Frozen Plan by Participating Employer. A Participating Employer may terminate or freeze its participation in the Plan if it takes the following actions:

(a) The Governing Authority of the Participating Employer must pass a resolution terminating its participation in the Plan or freezing its Employees' rights to participate in the Plan.

(b) The resolution must specify when the Plan will be closed to any additional participation by Eligible Employees, which date must be at least sixty (60) days after the adoption of the resolution.

(c) The resolution must be submitted to the Trustees.

The Trustees shall determine whether the resolution complies with this Section, and all applicable federal and state laws, and shall determine an appropriate effective date for the Plan termination or freezing of Employer participation. ~~which date shall be no later than twelve (12) months from the Trustees' receipt of the resolution.~~ The Administrator shall provide appropriate forms to the Participating Employer and the Participants to terminate or freeze ongoing participation. Distributions under the Plan of existing accounts to these Participants and Beneficiaries affected by the termination, or to Participants affected by the freeze, are subject to Article XII. However, if the Participating Employer requests a plan-to-plan transfer of Plan assets with respect to the Participating Employer's Employees who are Participants, the Trustees may in their discretion make the transfer. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

22.2. Discontinuance of Contributions. At the discretion of the Trustees, a Participating Employer who fails to make contributions for a period of one (1) year or who fails to make timely contributions over a period of one (1) year shall be considered to have frozen participation.

22.3. Effect of Plan Termination or Freeze ing Plan by Participating Employer. In the case of the complete or partial termination or freezing of the Plan as to one (1) or more Participating Employers, including a freeze arising from the discontinuance and/or delinquency of contributions, the affected portion of the Trust Fund shall continue to be held pursuant to the direction of the Trustees, for the benefit of affected Participants pursuant to Article XII. The Plan shall remain in full effect with respect to each Participating Employer that does not terminate its participation in the Plan on behalf of its Employees, freeze its participation in the Plan on behalf of its Employees, or whose participation is not frozen by the Trustees. In the case of a complete termination of the Plan as to one (1) or more Participating Employers, the Trustees must distribute all assets of the Trust Fund as to such Participating Employer to Participants and Beneficiaries as soon as administratively practicable after the termination of the Plan, pursuant to

benefit options under Article XII, or, if applicable, such assets may be transferred to the trust of a successor plan. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

22.4. Termination of the Entire Plan. This Plan in its entirety may be terminated at any time by official action of the Trustees, with notice to all Participating Employers and Participants. The last date for contributions and earnings to be credited to Participant Accounts must be specified in the Trustees' official action and must be no sooner than ninety (90) days after the adoption of the official action. In the event of a complete Plan termination, the Trustees must distribute all assets of the Trust Fund to Participants and Beneficiaries as soon as administratively practicable after the termination of the Plan, pursuant to benefit options under Article XII, or, if applicable, such assets may be transferred to the trust of a successor plan. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

ARTICLE XXIII - NONASSIGNABILITY

23.1. Nonassignment. No Participant, Beneficiary (or estate, if applicable) or designee may commute, sell, assign, transfer or otherwise convey the right to receive any payment under the Plan. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

23.2. Rights.

(a) Except as provided in Article XIII concerning Plan-Approved Domestic Relations Orders, and Section 23.2(b), the rights of Participants and Beneficiaries under this Plan shall not be subject to the rights of their creditors, and shall be exempt from execution, attachment, prior assignment or any other judicial relief or order for the benefit of creditors or other third person.

(b) Notwithstanding Section 23.2(a), the Administrator may pay from a Participant's or Beneficiary's Account the amount the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to the Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

ARTICLE XXIV - MISCELLANEOUS

24.1. Federal Taxes. The Trustees, the Participating Employers, and the Administrator do not guarantee that any particular Federal or State income, payroll or other tax consequence will occur because of participation in this Plan.

24.2. Contract. This Plan, the Adoption Agreement, and the Participation Agreement, including any properly adopted or executed amendments thereof, shall constitute the total agreement or contract between the Participating Employer and any Participant regarding the Plan. No oral statement regarding the Plan may be relied upon by any Participant or other person.

24.3. Conflicts. In resolving any conflict between provisions of the Plan and in resolving any other uncertainty as to the meaning or intention of any provision of the Plan, the interpretation that (i) causes the Plan to constitute an eligible plan under the provisions of Code Section 457 and the Trust to be exempt from tax under Code Section 457, (ii) causes the Plan to

comply with all applicable requirements of the Code, and (iii) causes the Plan to comply with all applicable Georgia statutes and rules, shall prevail over any different interpretation.

24.4. Limitation on Rights. Neither the establishment or maintenance of the Plan (including the Adoption Agreement), nor any amendment thereof nor any act or omission under the Plan (or resulting from the operation of the Plan) shall be construed:

(a) As conferring upon any Participant, Beneficiary (or their estate, if applicable) or any other person a right or claim against the Trust, Trustees, Participating Employer, or Administrator, except to the extent that such right or claim shall be specifically expressed and provided in the Plan;

(b) As creating any responsibility or liability of the Participating Employer for the validity or effect of the Plan;

(c) As a contract between the Participating Employer and any Participant or other person (or estate, if applicable); [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

(d) As being consideration for, or an inducement or condition of, employment of any Participant or other person, or as affecting or restricting in any manner or to any extent whatsoever the rights or obligations of the Participating Employer or any Participant or other person to continue or terminate the employment relationship at any time; or

(e) As giving any Participant the right to be retained in the service of the Participating Employer or to interfere with the right of the Participating Employer to discharge any Participant or other person at any time.

24.5. USERRA Compliance. Notwithstanding any provisions of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") [as codified at Chapter 43, Title 38, of the United States Code]; Code Section 414(u); and Code Section 401(a)(37), as amended from time to time.

For purposes of this section, "qualified military service" means any service in the uniformed services as defined in USERRA by any individual if such individual is entitled to reemployment rights under USERRA with respect to such service.

A Participant, whose employment is interrupted by qualified military service or who is on a leave of absence for qualified military service who timely resumes employment with the Participating Employer in accordance with USERRA, may elect to make-up deferral contributions to the Plan in accordance with Code Section 414(u) reduced by deferral contributions under Code Section 457(b), if any, actually made for the Participant during the period of such interruption or leave. Except to the extent otherwise provided under Code Section 414(u), this right applies for five (5) years following such resumption of employment (or, if shorter, for a period equal to three (3) times the period of the interruption or leave). Such contribution by the Participant may only be made during such period and while the Participant is employed by the Participating Employer.

If such Participant elects to make such make-up contributions, then the Participating Employer shall make-up the related Employer Contributions which would have been required had such contributions actually been made during the period of qualified military service. The make-up contributions by the Participating Employer shall be made as soon as practicable after the Participant makes such make-up contributions.

If the Participant timely resumes employment in accordance with USERRA after a qualified military leave, the Participating Employer shall make any other Employer Contribution that would have been made if the Participant had remained employed during the Participant's qualified military service. Such contributions must be made no later than ninety (90) days after the date of such reemployment or when contributions are normally due for the year in which the qualified military service was performed, if later.

In determining the amount of Employer Contribution, a Participant shall be treated as receiving compensation from the Participating Employer during such period of qualified military service equal to (i) the compensation the Participant would have received during such period if the Participant were not in qualified military service, determined based on the rate of pay the Participant would have received from the Participating Employer but for the absence during the period of qualified military service, or (ii) if the compensation the Participant would have received during such period is not reasonably certain, the Participant's average compensation from the Participating Employer during the twelve (12) month period immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service).

Effective January 1, 2007, to the extent provided under Code Section 401(a)(37), in the case of a Participant whose employment is interrupted by qualified military service and who dies while performing qualified military service, the survivor of such Participant shall be entitled to any additional benefit (other than benefit accruals) provided under the Plan as if the Participant timely resumed employment in accordance with USERRA and then, on the next day, terminated employment on account of death.

Effective January 1, 2009, a Participant whose employment is interrupted by qualified military service or who is on a leave of absence for qualified military service and who receives a differential wage payment within the meaning of Code Section 414(u)(12)(D) from the Employer, shall be treated as a Participant who is eligible to make deferral contributions under Code Section 457(b). This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner. However, such individual shall be treated as having a severance from employment during any period the individual is performing qualified military service for purposes of electing to take a distribution from the Plan. An individual who elects to take a distribution on account of qualified military service may not make an Employee Contribution with respect to differential wage payments during the 6-month period beginning on the date of the distribution.

24.6. Procedure when Distributee Cannot be Located. The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary (or an estate, if applicable) entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last

known address shown on the Participating Employer's ~~Insert Name of the Employer~~'s or the Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Trust Fund shall continue to hold the benefits due such person. **[AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]**

24.7. Erroneous Payments. If the Trustees or Administrator make any payment that according to the terms of the Plan and the benefits provided hereunder should not have been made, the Trustees or Administrator may recover that incorrect payment, by whatever means necessary, whether or not it was made due to the error of the Trustees or Administrator, from the person to whom it was made or from any other appropriate party. For example, if any such incorrect payment is made directly to a Participant, the Trustees or Administrator may deduct it when making any future payments directly to that Participant.

24.8. Mistaken Contributions. If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Participating Employer.

24.9. Release. Any payment to any Participant or Beneficiary (or estate, if applicable) shall, to the extent thereof, be in full satisfaction of the claim of such Participant being paid thereby and the Trustees or Administrator may condition payment thereof on the delivery by the Participant or Beneficiary (or estate, if applicable) of the duly executed receipt and release in such form as may be determined by the Trustees or Administrator. **[AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]**

24.10. Liability. The Administrator shall not incur any liability in acting upon any notice, request, signed letter, telegram or other paper or document or electronic transmission believed by the Administrator to be genuine or to be executed or sent by an authorized person.

24.11. Governing Laws. The law of the State of Georgia, except to the extent preempted by federal law, shall apply in determining the construction and validity of this Plan.

24.12. Necessary Parties to Disputes. Necessary parties to any accounting, litigation or other proceedings relating to the Plan shall include only the Trustees and the Administrator. However, the Service Manager is a necessary party for those duties that have been delegated to the Service Manager. The settlement or judgment in any such case in which the Trustees are duly served shall be binding upon all affected Participants in the Plan, their beneficiaries, estates and upon all persons claiming by, through or under them.

24.13. Severability. If any provision of the Plan shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Plan shall continue to be fully effective.

24.14. Supersession. The terms of the Plan shall supersede any previous agreement between the parties pertaining to the Plan.

24.15. Counterparts. This Plan may be executed in one (1) or more counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF the Board of Trustees has caused to be affixed the signature of its duly authorized Representative:

Board of Trustees of the GMA Defined
Contribution and Deferred Compensation Program

Date

Secretary

Approved by the Board of Trustees at the meeting held June 21, 2009



CITY COUNCIL AGENDA ITEM

SUBJECT: Union at Stonecrest

AGENDA SECTION: *(check all that apply)*

- PRESENTATION PUBLIC HEARING CONSENT AGENDA OLD BUSINESS
 NEW BUSINESS OTHER, PLEASE STATE: Click or tap here to enter text.
-

CATEGORY: *(check all that apply)*

- ORDINANCE RESOLUTION CONTRACT POLICY STATUS REPORT
 OTHER, PLEASE STATE: Click or tap here to enter text.
-

ACTION REQUESTED: DECISION DISCUSSION, REVIEW, or UPDATE ONLY

Previously Heard Date(s): Click or tap to enter a date. & Click or tap to enter a date.

Current Work Session: Click or tap to enter a date.

Current Council Meeting: Monday, October 25, 2021

SUBMITTED BY: Janice Allen Jackson, Acting City Manager

PRESENTER: Winston Denmark, City Attorney; Pete Walker, DeKalb Housing Authority

PURPOSE: Consider a request for approval of Resolution which would allow for financing of this project through the DeKalb Housing Authority.

FACTS: Harmony at Stonecrest, LP, a Georgia limited partnership (Borrower), has requested that the DeKalb Housing Authority issue its revenue bonds, the proceeds of which will be used to finance the costs of the acquisition, construction and equipping by the Borrower of a multifamily housing rental development of approximately 122-unit residential multifamily rental housing facility for seniors aged 55 and older, consisting of approximately 20 one-bedroom units and 102 two-bedroom units, to be located at 6600 Old Hillandale Drive, Stonecrest, Georgia 30058, and to be known as The Union at Stonecrest (Project). Under the Housing Authorities Law of the State of Georgia (O.C.G.A. Section 8-3-1 et seq.), as amended (Act) and specifically O.C.G.A. Section 8-3-110, it is required that prior to a county housing authority, such as the DeKalb Housing Authority, issuing bonds for a housing project within the boundaries of a city, a resolution shall have been adopted by the governing body of such city declaring that there is a need for the county housing authority to exercise its powers within such city (City Consent



CITY COUNCIL AGENDA ITEM

Resolution) for the project. We also have the same legal requirement if there is a housing authority operating within the city, whereby in this instance, we are required by law to obtain the Stonecrest Housing Authority's Consent, which we have done so. For purposes of compliance with the Act, the DeKalb Housing Authority and the Borrower request to be included on the October 25, 2021 City Council meeting to consider passing the *City Consent Resolution* attached hereto to authorize the DeKalb Housing Authority to operate within its jurisdiction to issue bonds for this senior Project. It is evident from the City Consent Resolution, but to reiterate the **City of Stonecrest has absolutely no liability with respect to the bonds or the Project.**

OPTIONS: Approve, Deny, Defer [Click or tap here to enter text.](#)

RECOMMENDED ACTION: [Click or tap here to enter text.](#)

ATTACHMENTS:

(1) Attachment 1 - Draft Resolution

(2) Attachment 2 - Email explanation of project prepared by Greg Worthy, legal counsel to the DeKalb Housing Authority

STATE OF GEORGIA
DEKALB COUNTY
CITY OF STONECREST

RESOLUTION 2021- _____

**RESOLUTION OF THE CITY COUNCIL OF STONECREST, GEORGIA,
AUTHORIZING THE HOUSING AUTHORITY OF THE COUNTY OF DEKALB,
GEORGIA TO EXERCISE ITS POWERS WITHIN THE CITY OF STONECREST FOR
THE PURPOSE OF FINANCING A PROPOSED MULTIFAMILY HOUSING PROJECT**

WHEREAS, the Mayor and Council (“City Council”) of the City of Stonecrest, Georgia (the “City”), have been informed by representatives of Harmony at Stonecrest, LP, a Georgia limited partnership (the “**Borrower**”), that the Borrower and its affiliates, desire to acquire and construct an approximately 122-unit residential multifamily rental housing facility for older persons, consisting of approximately 20 one bedroom units and 102 two bedroom units located on Chupp Road, Stonecrest, Georgia 30058, to be known as The Union at Stonecrest (the “**Project**”); and

WHEREAS, the Housing Authorities Law of the State of Georgia (O.C.G.A. Section 8-3-1 et seq.), as amended (the “**Act**”) and specifically O.C.G.A. Section 8-3-110 provides that the area of operation of a housing authority created for a county shall include all of the county for which it was created provided that a county housing authority shall not undertake any housing project within the boundaries of a city unless a resolution shall have been adopted by the governing body of such city declaring that there is a need for the county housing authority to exercise its powers within such city (the “**City Consent Resolution**”); and

WHEREAS, the Housing Authority of the County of DeKalb, Georgia (the “**DeKalb Housing Authority**”) has adopted an inducement resolution under which it agreed in principle to issue its revenue bonds or other appropriate obligations (the “**Note**”) and to lend the proceeds of the Note to the Borrower for the purpose of financing in part the acquisition, construction and development of the Project, in furtherance of the purposes of O.C.G.A. Section 8-3-1, *et seq.*, as amended (the “**Housing Authorities Law**”); and

WHEREAS, the Borrower has requested that the City Council of the City adopt this City Consent Resolution declaring the need for the DeKalb Housing Authority to exercise its powers within the jurisdiction of the City for the sole purpose of issuing the Note in order to finance the Project; and

HEREAS, THE NOTE SHALL NOT EVER REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE CITY, THE COUNTY OF DEKALB, THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION THEREOF AND SHALL SOLELY BE SECURED AND PAYABLE FROM COLLATERAL SPECIFICALLY PLEDGED THEREFOR BY THE BORROWER UNDER THE FINANCING AGREEMENT; and

WHEREAS, after careful study and investigation of the nature of the proposed Project and as required by the Act, City Council has determined that it is in the best interest of the inhabitants of the City that the DeKalb Housing Authority issue its revenue bonds in one or more series to finance the Project located within the boundaries of the City.

NOW, THEREFORE, BE IT RESOLVED by the MAYOR AND CITY COUNCIL OF THE CITY OF STONECREST, GEORGIA and IT IS HEREBY RESOLVED by the City of Stonecrest, Georgia, as follows:

1. For the sole purpose of complying with the Act, the City finds that the Project will provide safe and sanitary accommodations, that the best means to facilitate the financing for the Project is by authorizing the DeKalb Housing Authority to exercise its powers within the territorial boundaries of the City for the sole purpose of issuing the Note, and that there is hereby declared a need for the Housing Authority of the County of DeKalb, Georgia to exercise such extraterritorial powers.

2. The issuance of the Note by the DeKalb Housing Authority and the loaning of the proceeds to the Borrower for the purpose of financing in part the acquisition, construction and development of the Project is approved. The bonds issued by the Authority shall not constitute a debt of the City within the meaning of any constitutional or statutory provision, and the City shall have no financial obligation or responsibility with respect to the bonds or the Project.

3. This approval is given solely for the purpose of compliance with provisions of the Act and in no event shall this approval constitute any obligation on the part of the City with respect to the Note. The Note issued by the Authority shall not constitute a debt of the City within the meaning of any constitutional or statutory provision, and the City shall have no financial obligation or responsibility with respect to the Note or the Project.

4. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED AND EFFECTIVE, this ___ day of _____ 2021.

**MAYOR AND COUNCIL OF THE
CITY OF STONECREST, GEORGIA**

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

From: Worthy, Greg
Sent: Tuesday, October 19, 2021 6:40 PM
To: 'wdenmark@fencherdenmark.com' <wdenmark@fencherdenmark.com>
Cc: 'Pete Walker' <Pete.Walker@dekalbhousing.org>; Brian Waterfield (bwaterfield@timsheldevelopment.com) <bwaterfield@timsheldevelopment.com>
Subject: Union at Stonecrest - Consent of City of Stonecrest (Revised)
Importance: High

To: Winston Denmark, Esq.,
Stonecrest City Attorney

RE: Request to be placed on the City Council Consent Agenda for October 25, 2021

City Council of the City of Stonecrest:

We are preparing this Request at the direction of our client the Housing Authority of the County of DeKalb, Georgia (“DeKalb Housing Authority”). Harmony at Stonecrest, LP, a Georgia limited partnership (the “Borrower”), has requested that the DeKalb Housing Authority issue its revenue bonds, the proceeds of which will be used to finance the costs of the acquisition, construction and equipping by the Borrower of a multifamily housing rental development of approximately 122-unit residential multifamily rental housing facility for seniors aged 55 and older, consisting of approximately 20 one bedroom units and 102 two bedroom units, located at 6600 Old Hillandale Drive, Stonecrest, Georgia 30058, to be known as The Union at Stonecrest (the “Project”). Under the Housing Authorities Law of the State of Georgia (O.C.G.A. Section 8-3-1 et seq.), as amended (the “Act”) and specifically O.C.G.A. Section 8-3-110, it is required that prior to a county housing authority, such as the DeKalb Housing Authority, issuing bonds for a housing project within the boundaries of a city, a resolution shall have been adopted by the governing body of such city declaring that there is a need for the county housing authority to exercise its powers within such city (the “City Consent Resolution”) for the project. (We also have the same legal requirement if there is a housing authority operating within the city, whereby in this instance we are required by law to obtain the Stonecrest Housing Authority’s Consent, which we have done so. For purposes of compliance with the Act, the DeKalb Housing Authority and the Borrower request to be included on the October 25, 2021 City Council Consent Agenda to consider passing the *City Consent Resolution attached* hereto to authorize the DeKalb Housing Authority to operate within its jurisdiction to issue bonds for this senior Project. It is evident from the City Consent Resolution, but to reiterate the **City of Stonecrest has absolutely no liability with respect to the bonds or the Project.**

The Borrower team has had numerous meetings with Mr. Jim Summerbell, City of Stonecrest Planning and Zoning department, to clear the Project for permitting. Ultimately, Mr. Summerbell has determined that The Union meets all requirements of the City of Stonecrest's zoning and overlay ordinances and design guidelines. Following those meetings, the City of Stonecrest issued a fully approved Stonecrest Overlay District Design Guideline Checklist to The Union, meaning that the development is ready to proceed to permitting immediately. In addition, above and beyond the City's requirements, the Borrower has committed to: 1) the installation of a 6-foot opaque vinyl fence along the westernmost drive of the development; 2) planting of approximately 30 feet of new evergreen trees planted to the west of the fence in a 30 foot wide

landscape area; and 3) leaving undisturbed another 30 feet or so of existing pines along the property line. On the "Line of Sight" portion of the property, due to the natural grade of the property boundary, the fence, the new evergreen trees and existing pine trees, residents living on the fourth floor of The Union will be very hard pressed to see anything that could potentially be developed on adjacent property. It is also important to note that The Union has residential uses on three sides of the property. Directly to the north is the construction of an affordable family development named Heritage Townhomes. Directly to the east is the construction of an affordable multifamily development named Stone Terrace. This senior Project is a perfect complement to the neighborhood providing much needed (new and well designed) affordable housing for the senior community in Stonecrest.

Information contained within the market study that was commissioned for this development states that "[low income housing tax credit] complexes had occupancy of 99.56% and almost all of the complexes surveyed reported that they had waiting lists of applicants." The market study went on to point out that one of the multiple housing voids in the Primary Market Area is affordable housing for persons age 55+, and that "this project will help fill the void for decent affordable housing for older persons...the complex will be able to operate as one of the nicest rental complexes for persons age 55+ available."

We welcome the opportunity to appear before City Council on this important and critical project for seniors. Brian Waterfield, managing partner of the Developer, and Pete Walker, President and CEO of the DeKalb Housing Authority, both cc'd here, would be available to provide any additional background and information on the Project.

Regards,



GREGORY H. WORTHY
Partner
BRYAN CAVE LEIGHTON PAISNER LLP - Atlanta, GA USA
gregory.worthy@bclplaw.com
T: +1 404 572 6981

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