



Newnan City Council Meeting

November 28, 2023

Newnan City Hall
Richard A. Bolin Council Chambers
25 LaGrange Street
6:30 PM

CALL TO ORDER

INVOCATION

READING OF MINUTES

- A. Minutes from Regular Meeting on November 14, 2023
- B. Minutes from Work Session on November 14, 2023

REPORTS OF BOARDS AND COMMISSIONS

- C. 1 Appointment - Cultural Arts Commission, 3 year term
- D. 1 Appointment - Development Authority, 4 year term

REPORTS ON OPERATIONS BY CITY MANAGER

REPORTS AND COMMUNICATIONS FROM MAYOR

NEW BUSINESS

- E. Recognition of Fall 2023 Newnan Citizens Academy Graduates
- F. Consideration of Holiday Pay Resolution
- G. Consideration of Agreement for Hotel-Motel Revenue Administration
- H. Consideration of Ordinance to place a 'Soft Freeze' on new entries into the City of Newnan Defined Benefit Pension Plan
- I. Consideration of a Resolution Authorizing Alternative Valuations for Right of Way and Easements on Pinson Street and Savannah Street Culvert System Improvements Project
- J. Public Hearing - 18 Cavender Street (Lee-King Pharmacy) - to consider a variance request from O.C.G.A. 16-12-215 (a) concerning a State of Georgia Medical Cannabis Dispensary License Application.
- K. Public Hearing- 40 Hospital Road (Lee-Goodrum Pharmacy) - to consider a variance request from O.C.G.A. 16-12-215 (a) concerning a State of Georgia Medical Cannabis Dispensary License Application.

UNFINISHED BUSINESS

- L. Consideration of Exercising Phase 2 of Contract with Pond & Company for Farmer Street Cemetery Improvements
- M. Public Hearing - Rezoning Request - RZ2023-04 - 12.56 acres located off of Bullsboro Drive (Portion of Tax Parcel N57-023)
- N. 2nd and Final Reading - Consideration of Adoption Agreement and a General Addendum from Georgia Municipal Association for the City of Newnan's Defined Benefit Retirement Plan
- O. 2nd and Final Reading - Consideration of Ordinance for Adoption of Local Amendments to the Plumbing Code

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

- P. Request to Close Streets for 2024 Rock & Road Festival
- Q. Request from RPM to close Madison St. between Jackson and Jefferson on December 17th from 12pm-5pm for Fundraising Event

MOTION TO ENTER INTO EXECUTIVE SESSION

- R. Motion to Enter into Executive Session

ADJOURNMENT

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, November 14, 2023 at 2:30 p.m. in the Richard A. Bolin Council Chambers of City Hall with Mayor Keith Brady presiding.

CALL TO ORDER

Mayor Brady called the meeting to order and delivered the invocation.

PRESENT

Mayor Keith Brady: Council members present: Ray DuBose, George Alexander, Rhodes Shell, Cynthia Jenkins, Dustin Koritko and Paul Guillaume. Also present: City Manager, Cleatus Phillips; Assistant City Manager, Hasco Craver; City Clerk, Megan Shea and City Attorney, Brad Sears.

READING OF MINUTES

A. Minutes from the Regular Meeting on October 24, 2023

Motion by Councilman Alexander, seconded by Councilman Shell to dispense with the reading of the minutes of the Regular Council Meeting on October 24, 2023 and adopt them as presented.

MOTION CARRIED. (7-0)

REPORTS OF BOARDS AND COMMISSIONS

B. 1 Appointment – Cultural Arts Commission, 3-year term

Continue to next agenda.

C. 1 Appointment – Development Authority, 4-year term

Continue to next agenda.

D. 1 Appointment – Tree Commission, 3-year term

Motion by Mayor Pro Tem Koritko, seconded by Councilman Alexander to appoint David Carlson to the Tree Commission for a 3-year term.

MOTION CARRIED. (7-0)

CITY MANAGER

Mr. Phillips stated that copies of the draft budget for FY2024 had been placed at Council seats. The document is also available for review in the City Manager's office and will be online. Then the required public hearings will be scheduled for next month.

NEW BUSINESS

E. Consideration of Resolution to Recognize the 2023 Lady Cougar Softball Team of Newnan High School

Mayor Brady explained that it has not been since 1991 that any sports team at Newnan High School won a state championship and this year the Lady Cougars won the 6A State Championship in softball. The resolution was read by all Council members and then each member of the softball team was presented with a framed copy of the resolution, copies were also given to all the coaches.

Motion by Councilman Alexander, seconded by Councilwoman Jenkins to adopt the resolution as presented.

MOTION CARRIED. (7-0)

F. Public Hearing – Application for Alcohol Beverage License – Mayhew LTW415, LLC dba Whimzical Café

Mayor Brady opened a public hearing on the application for a Retail On Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine Mayhew LTW415, LLC dba Whimzical Café at 33 E. Broad St.

A representative of applicant was present for the hearing. No one spoke for or against the application. Mayor Brady closed the public hearing. The City Clerk advised that all the documentation had been received and everything was in order.

Motion by Councilman DuBose, seconded by Mayor Pro Tem Koritko to approve the application for a Retail On Premise (Pouring) Sales of Distilled Spirits, Malt Beverages and Wine License.

MOTION CARRIED. (7-0)

G. Consideration of Extension for Distilled Spirits Package Store License – 459 Millard Farmer Industrial Blvd.

Manny Singh, owner, addressed Council and requested a 4-month extension. He explained that there have been delays with materials and his contractor is spread thin with other projects. Mayor Brady commented that the exterior of the building looks good and he was in support of the extension.

Motion by Councilman Shell, seconded by Councilman DuBose to grant a 4-month extension.

MOTION CARRIED. (7-0)

H. Consideration of an Adoption Agreement and a General Addendum from Georgia Municipal Association for the City of Newnan's Defined Benefit Retirement Plan

Motion by Councilman Alexander, seconded by Councilman DuBose to adopt the agreement and addendum as presented. Opposed: Guillaume. 2nd and Final Reading 11/28/23.

MOTION CARRIED. (6-1)

I. Consideration of Surplus Property Declaration and Disposition of Capital Assets and Controlled Assets

Motion by Councilman Alexander, seconded by Councilman Guillaume to approve as presented.

MOTION CARRIED. (7-0)

J. Consideration to Update the Animal Ordinances of the City of Newnan

Chief Blankenship explained that this is to update verbiage and definitions. Mayor Pro Tem Koritko asked if the dangerous dog definition includes if someone is trespassing on private property? Chief Blankenship that would fall under the police department for the criminal trespass. Animal Control would investigate if need be depending on the circumstances.

Motion by Councilman Guillaume, seconded by Councilman Shell to adopt as presented.

MOTION CARRIED. (7-0)

K. Consideration to Adopt the Probation and Rehabilitation Services Agreement between the City of Newnan and the Judge of the Municipal Court

Jada Blankenship, Municipal Court Manager, stated that this is the final step in the process to bring probation in house. This is the service agreement between the City and the Judge, laying out scope of services. Mayor Pro Tem Koritko asked if this will have to be renewed again? Terms in the agreement are always subject to amendment by Council or by the Judge. Mayor Pro Tem Koritko asked if the fees are standard and Ms. Blankenship stated yes.

Motion by Councilman Alexander, seconded by Councilman Guillaume to adopt the agreement as presented.

MOTION CARRIED. (7-0)

UNFINISHED BUSINESS

L. Consideration of Ordinance for Adoption of Local Amendments to the Plumbing Code

Bill Stephenson, Chief Building Official, stated that this is the second step in a two-step process. The resolution passed by Council on October 10th was submitted to DCA and they did approve it and had no comments.

Motion by Councilman DuBose, seconded by Councilman Shell to adopt the ordinance as presented. Opposed: Koritko. 2nd and Final Reading 11/28/23

MOTION CARRIED. (6-1)

M. 2nd and Final Reading – Annexation Request Annex2022-06; 163.61 + acres off of Green Top Road (Tax Parcel #s 085 5086 001, 085 5107 002, 085 5086 003 and the southern portion of 085 5107 003); Requested zoning of PDR (Planned Residential Development)

Mayor Brady and Councilman DuBose recused themselves. Mayor Pro Tem Koritko took over and read the item.

Motion by Councilman Guillaume, seconded by Councilman Alexander to approve the annexation request as presented. Opposed: Jenkins

MOTION CARRIED. (4-1)

Motion by Councilman Guillaume, seconded by Councilman Alexander to approve the rezoning request as presented. Opposed: Jenkins

MOTION CARRIED. (4-1)

VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

N. Historical Concepts Railroad District Plan Presentation

Hasco Craver, Assistant City Manager, explained that a few different projects were discussed with Historical Concepts and it was decided to look at the Railroad District, stretching from 57 E. Broad to the Public Safety complex. They are here today to present their ideas.

Mr. Terry thanked Mr. Craver and the City for introducing them to the potential project for what was identified as the connector to Andrew Street and the corridor that aligns from E. Washington to Augusta Drive. There were two sets of summer interns that helped develop these ideas. This was an academic study and the interns were told to dream big and to create something that would be feasible.

Mr. Matt Schafer explained that the goal was to look at extending the historic urban character of downtown and then blend into the industrial character along the railroad. The interns were split into two groups, looking at phase 1 and 2. In Phase 1, they propose 85 new residential units and another 88 units in phase 2, split between apartments, townhomes and above retail. There would be over 1,000 square feet of commercial space, about 3 acres of public park space and over 400 parking spaces.

Mr. Schafer showed illustrations and renderings of all the different elements that would be tied into the designs. There would be 2 mixed use buildings on either side of a courtyard with a proposed farmers market. Olive Street would be expanded to allow for a broad park space. Phase two would tie in more duplex and cottage type residential and a park with proposed walking trail along the railroad tracks.

This area would become a new gateway to downtown Newnan, the corner of Augusta Drive and a corner building that would be a new welcome point.

There was a 3-D model brought in and put in the hallway for people to view. Mayor Brady asked if the model could be left for a while so people can have the opportunity to view it and maybe add a QR code so people could bring it up on their phone. Mr. Schafer said yes. Councilman Alexander praised their hard work on this. Mr. Craver said this gives a good starting point if Council wants to move forward. Councilwoman Jenkins commented that this was done very well, to start to look at needs in the community, an area that needs attention and she appreciated the attention to the details. Councilman Guillaume commented that the interns exceeded in dreaming big and that it incorporates old Newnan and adds an element that we're missing.

O. Request from O. P. Evans Middle School to Close Evans Dr. on November 17, 2023 for school sponsored Turkey Trot, from 8am-12:30pm

Motion by Councilman Alexander, seconded by Councilman Shell to approve the request as presented.

MOTION CARRIED. (7-0)

P. Request from Tomco Construction to close sidewalks and streets for Re-Roofing project on the Newnan Times Herald building

Motion by Councilman Alexander, seconded by Councilwoman Jenkins to approve the request

MOTION CARRIED. (7-0)

Q. Request from the Newnan Times Herald to setup a tent on Court Square, November 25th for Small Business Saturday

Motion by Councilman Alexander, seconded by Councilwoman Jenkins to approve the request as presented.

MOTION CARRIED. (7-0)

R. Request from Newnan Police Department to close part of South Court Square and W. Broad St. between Brown and LaGrange for Christmas with a Cop on December 9, 2023 from 7am – 10am

Motion by Councilman Alexander, seconded by Councilman Shell to approve the request as presented.

MOTION CARRIED. (7-0)

EXECUTIVE SESSION

MOTION EXECUTIVE SESSION

Motion by Mayor Pro Tem Koritko, seconded by Councilman Alexander that we now enter into closed session as allowed by O.C.G.A. Section 50-14-4 and pursuant to advice by the City Attorney, for the purpose of discussing legal issues and that we move, in open session to adopt a resolution authorizing and directing the Mayor or presiding officer to execute an affidavit in compliance with O.C.G.A. Section 50-14-4, and that this body ratify the actions of the Council taken in closed session and confirm that the subject matters of the closed session were within exceptions permitted by the open meetings law at 3:17PM.

MOTION CARRIED. (7-0)

RESOLUTION/MAYOR'S AFFIDAVIT FOR EXECUTIVE SESSION

Motion by Mayor Pro Tem Koritko, seconded by Councilman Alexander to adopt the resolution authorizing the Mayor to execute the affidavit stating that the subject matter of the closed portion of the Council was within the exceptions provided by O.C.G.A. Section 50-14-4(b).

MOTION CARRIED. (7-0)

GOULD CLAIM

Motion by Councilman Alexander, seconded by Mayor Pro Tem Koritko to deny the Gould claim.

MOTION CARRIED. (7-0)

SMITH CLAIM

Motion by Councilman Alexander, seconded by Councilman DuBose to deny the Smith claim.

MOTION CARRIED. (7-0)

ADJOURNMENT

Motion by Councilman Alexander, seconded by Councilman DuBose to adjourn the Council meeting at 3:42pm.

MOTION CARRIED. (7-0)

Megan Shea, City Clerk

Keith Brady, Mayor

The special called work session of the City Council of the City of Newnan, Georgia was held on Tuesday, November 14, 2023 at 3:00PM in the Richard A. Bolin Council Chambers of City Hall with Mayor Keith Brady presiding.

Present

Mayor Keith Brady: Council members present: Ray DuBose, Rhodes Shell, George Alexander, Dustin Koritko and Paul Guillaume. Absent: Cynthia Jenkins. Also present: City Manager, Cleatus Phillips; Assistant City Manager, Hasco Craver; City Clerk, Megan Shea and City Attorney, Brad Sears.

Call to Order

Mayor Brady called the meeting to order at 3:46pm and delivered the invocation.

Rezoning Request – RZ2023-04; 12.56 + acres on Bullsboro Drive (Portion of Tax Parcel N57-023)

Mayor Brady reiterated the rules for the work session. This is an opportunity for staff to present the application and not for the applicant to present unless questions are asked directly by Council. This is not a public hearing.

Dean Smith, Senior Planner, introduced the rezoning request. The request is only for a portion of the total parcel as there is a stream that traverses across the property. The applicant is seeking to develop 12 acres of the total 15 acres and wants to rezone from general commercial to residential multi-family higher density for the purpose of building 95 townhome condominium units. The remaining 3 acres will remain commercial.

The Planning Commission heard this application and held a public hearing, where they voted 6-0 for denial. Mr. Smith showed an illustration of surrounding properties and uses with commercial across the street and a mixture of residential uses to the south. He showed the concept plan which shows the major ingress/egress on Bullsboro Dr. with emergency access on an unimproved right-of-way that would connect to Barry Ave. There was a preliminary tree management plan submitted and City Landscape Architect Mike Furbush did have some concerns that were noted in the packet.

The applicant proffered some conditions, one of which is that no more than 10% of the units will be rentals. The price range will be mid \$300,000s to \$400,000s and units will range from 1,500 to 1,900 sq ft. The internal roads will be public and therefore the City will be responsible for maintenance.

Mayor Brady asked about the parts of the property stated as undevelopable. Mr. Smith showed the outline on the survey where the stream buffers are located. Mayor Pro Tem Koritko asked if the emergency access goes into a residential lot? Mr. Smith explained that the lot is a piece of unimproved right-of-way with no house or structure on it. The applicant researched it and it was meant to be an extension of Roberts Road.

Council discussed other options for ingress and egress. City Attorney gave an overview of the history of the property and that the property was approved to be an extension of Roberts Rd and was set aside by the family who owned it when they were selling off pieces for the Jail and apartments.

City Manager commented that if the commercial piece is developed then an access permit may be needed from GDOT. Councilman Shell asked about the right-in/right-out distance. Michael Klahr, City Engineer, stated that it depends on traffic but probably about 175 feet. Councilman Guillaume asked if the traffic study is not relevant due to the number of trips? Mr. Klahr stated the threshold is usually 100 and this project was only 44-58 so it would not be necessary for a traffic study.

Mayor Pro Tem Koritko asked about the stream on the property? Mr. Klahr said it's a perennial stream but they shouldn't need any variances. Mr. Smith stated that this is just a preliminary concept plan and if approved they may have to adjust once full surveys happen.

Councilman Guillaume asked about the density and the difficulty for proper landscaping. Mr. Furbush said they will struggle to replace the trees due to the number of specimen trees on the site and what is required under the landscape ordinance. Councilman Shell asked about tree replacement and size. Mr. Furbush said it's usually an inch for inch replacement.

Mayor Pro Tem Koritko asked about a LINC connection that is shown on the concept plan. The developer addressed Council and explained that it will be difficult to accommodate the trees with the density but they know they have to meet the tree ordinance. Regarding the LINC, there is no current connection to Bullsboro and there's only a few hundred feet to where the LINC crosses Roberts so they plan to build to LINC specifications in case the City wants to make the connection at some point.

Mayor Brady asked if any engineering has been done yet to know if the site is balanced? He stated that a lot of work has been done on absorption in the soil and they believe the site is balanced. Mayor Brady then asked about the product. He said 2-car garage, bedrooms upstairs, masonry on the front. They are not the builder though and if the builder didn't close then Council would have a say in who the builder would be.

Councilman Alexander asked if they would consider reducing rental to 5%? He said yes, they would. Councilman Guillaume commented that there is really no way to monitor the rentals. Mayor Brady commented that they can put the stipulation in the HOA covenants.

Councilman Guillaume asked if there are any concerns with the location and the proximity to the jail being a deterrent? He said they would love to offer the homes for less money but prices will be best in the market. There will be people who want to be in Newnan and this will be the most affordable option for them.

Councilwoman Jenkins asked about the buffer requirement between the different uses? Mr. Smith said the applicant has proffered a 35-foot buffer on the South side between the detached single family. Council discussed the tree buffers and the need for protection.

Councilman Guillaume asked how long the property has sat vacant? Mr. Smith says longer than 20 years. It was skipped over when Bullsboro was developed. Mayor Pro Tem Koritko asked about amenities being proposed? The developer said walking trails, pocket park and dog park.

ADJOURNMENT

Motion by Councilman Alexander, seconded by Councilman Shell to adjourn the meeting at 4:30PM.

MOTION CARRIED. (7-0)

Megan Shea, City Clerk

Keith Brady, Mayor



To: Mayor and Council
Date: November 28, 2023
Agenda Item: Recognition of Fall 2023 Newnan Citizens Academy Graduates
Prepared By: Hasco Craver, Assistant City Manager

Purpose:

Recognition of Fall 2023 graduates of the Newnan Citizens Academy

Background:

The following shall be recognized for their outstanding participation and interest in the City of Newnan:

Hank Arnold
Joy Barnes
Margie Conway
Rae Duncan
Amy Godfrey
Janet Hill
Jennifer Morrison
Katie Peppers
Micah Pitts
Amanda Tucker
Jessica Navas

Funding:

N/A

Recommendation:

Attachments:

None

Previous Discussion with Council:

HOLIDAY PAY RESOLUTION
The City of Newnan

- WHEREAS,** the Mayor and Council of the City of Newnan has a customary practice to recognize its employees in the fourth-quarter of each budget year with a one-time holiday pay; and,
- WHEREAS,** during 2023 employees have worked diligently to provide a high level of services to our citizens while simultaneously controlling expenses; and,
- WHEREAS,** the resources necessary to implement the holiday pay are currently available in the city's general fund budget as a result of the year-to-date revenue over expenditures; and,
- WHEREAS,** the holiday pay will not affect the salary, hourly wage, or pay plan of any employee during the 2024 budget year.

NOW, THEREFORE, BE IT RESOLVED, based on the public benefit and value of the employee's service and dedication to our constituents, the City Manager is hereby authorized to implement this one-time holiday pay to those employees who are actively engaged in work for the City of Newnan on November 30, 2023 in accordance with the following schedule:

- Full-Time employees employed on or before December 31, 2022 – Two Week's Base Salary
- Full-Time employees employed between January 1, 2023 and September 30, 2023 – One Week's Base Salary
- Full-Time employees employed after September 30, 2023 and all Part-Time employees – \$250

DONE, RATIFIED, AND PASSED in regular session, this the _____ day of November, 2023.

ATTEST:

Megan Shea, City Clerk

Reviewed:

C. Bradford Sears, Jr., City Attorney

Cleatus Phillips, City Manager

L. Keith Brady, Mayor

Dustin Koritko, Mayor Pro-Tem

George M. Alexander, Councilmember

Cynthia E. Jenkins, Councilmember

Rhodes Shell, Councilmember

Ray Dubose, Councilmember

Paul Guillaume, Councilmember



To: Mayor and Council
Date: November 28, 2023
Agenda Item: Consideration of Agreement for Hotel-Motel Revenue Administration
Prepared By: Cleatus Phillips, City Manager

Purpose:

To consider a new agreement for the administration of hotel-motel tax collection within the City of Newnan

Background:

The City has been part of the Georgia Municipal Association's Hotel-Motel Tax Administration for the past 10 years. Under the previous agreement, TRPG Group administered the setup, education, and collection of all hotel-motel taxes within the City. The service has been outstanding. The rate charged for such service was \$981 per year for each lodging institution in the City.

Due to unforeseen staffing changes, GMA is transitioning services to Hinderliter De llamas, aka HDL, and asking each municipality in the program to approve a new agreement with HDL. Terms of the agreement are consistent with the previous agreement.

Funding:

Budgeted in the General Fund - Currently, \$9,810 per year.

Recommendation:

The services offered by the program have been fantastic and staff recommends that the City continue with the program and approve the new agreements presented.

Attachments:

1. 2023-10 GMA HdL Partnership Announcement Letters
2. GMA HdL Lodging Tax Agreement and Schedules

Previous Discussion with Council:

N/A

October 11, 2023

TO: GMA Hotel Motel Revenue Administration Program Members

RE: Service Transition to HdL Companies

Good morning!

As many of you know, Bryan Whitford, our long-time Hotel Motel Revenue Administration service provider, unexpectedly passed away earlier this year. In Bryan's absence, Carolyn Ogan, Bryan's partner at The Resource Professionals Group, has diligently continued the service with support, expertise, and oversight from TRPG's alliance partner, HdL Companies. We appreciate HdL and TRPG's unified efforts to maintain the administration service.

Through this experience and relationship, Carolyn and TRPG have determined to transition the responsibilities for the Hotel Motel Revenue Administration program and the other GMA services associated with TRPG to HdL Companies. This transition will occur over the next two months. Both teams have been working together to deliver a seamless transition.

You can expect:

- A methodical, smooth transition from TRPG to HdL.
- A series of communications containing information, details, and steps you need to take to effect the transition.

GMA is also establishing a new service agreement to offer HdL's other enhanced excise tax and fee collection services from their portfolio of government services. You will hear more about this in the coming months.

In the meantime, should you have any questions, please feel free to contact me or Josh Davis of HdL (jdavis@hdlcompanies.com) directly for information.

GMA greatly appreciates your patience and understanding during this transitional period, and we appreciate the opportunity to serve you.

Thank you,



Darin Jenkins
Director of Corporate Engagement



Bret Harmon

Director of Client Experience

Powerful Solutions, Proven Results

bharmon@hdlcompanies.com

www.hdlcompanies.com

714.879.5000

October 2023

Dear GMA Hotel Motel Revenue Administration Program Members:

Over the last several months, the GMA and HdL Companies (HdL) have been working together to ensure the continuation of the Hotel Motel Revenue Administration Program services for you. We are pleased to join forces with you and GMA.

Welcome to your new partnership with the HdL!

As you start your journey with us, you can be confident you will receive the same refreshing customer experience, unmatched and multi-lingual service delivery, and unparalleled revenue recovery as our 700+ city, county, and special district clients from across the nation enjoy every day. You will soon experience for yourself what drives 99.6% of our clients to retain our services year after year. You can rely on us to understand your needs, deliver on our promises, and thoughtfully serve your business community.

Today is Day One of your journey with us. Here is what to expect on Day 2 and after. In the coming weeks, you will receive an invitation to a group orientation meeting where you and other GMA clients will learn about:

- Your role in the transition from TRPG-provided to HdL-provided services.
- Service enhancements and changes you can expect over the coming months.
- A timeline of the service transition.
- The team that will serve you and your hotels and motels.
- The best ways to communicate with us.

We look forward to serving you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bret Harmon', written over a light blue horizontal line.

Bret Harmon

Director of Client Experience

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this “Agreement”) is entered into as of [REDACTED], 20[REDACTED] (the “Agreement Date”) by and between Hinderliter De llamas & Associates (HdL) (“Consultant”), and [REDACTED] (“Client”), which is located within the state of Georgia (the “State”).

WITNESSETH:

WHEREAS, Consultant is engaged in the business of providing consulting, software and other services that help public agencies understand and maximize their collection of sales, use and transactions taxes, business license taxes, property and lodging taxes, and other revenues, as well as their delivery of other public services (collectively, “Consultant’s Business”); and

WHEREAS, Client desires to contract with Consultant to obtain one or more of the services included within Consultant’s Business (as provided for in Section 1) upon the terms and conditions contained in this Agreement;

WHEREAS, Consultant desires to contract with Client to render such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, Client and Consultant mutually agree as follows:

1. Services.

1.1 Consultant will perform those services included within Consultant’s Business that are described in any and all schedule(s) referencing this Agreement and signed by Client and Consultant as of the Agreement Date or hereafter (individually and collectively, the “Schedule(s)”), upon the terms and conditions contained in this Agreement (including the Schedules) (such services are, collectively, the “Services”)

1.2 **Consultant warrants that it will perform the Services in a professional manner in accordance with professional standards.** In performing the Services, Consultant is acting as an independent contractor (and not as an agent or employee of Client).

1.3 Client acknowledges and agrees that any other public agency (including, without limitation, any participating government agency) located within or outside of the State (e.g., city, municipality, county, district, public authority or other political subdivision) may procure services for fees and other terms and conditions that are substantially similar to any of the Services, Fees and other terms and conditions set forth in this Agreement, provided that such other public agency executes a separate agreement with Consultant wherein the services rendered to such other public agency, the fees payable by such other public agency, and the other terms and conditions of such separate agreement are the responsibility of Consultant and such other public agency and not Client.

1.4 This Agreement does not limit the right of Consultant to enter into additional contracts with Client or to contract with other persons or entities (that are not Client) to provide them with merchandise or services of any kind whatsoever, including, but not limited to, services similar to the Services.

2. **Fees.** As compensation for performing the Services, Client will pay Consultant the fees, costs and expenses as described in the Schedules (individually and collectively these fees and costs are, the “Fees”). Consultant may perform the Services using professionals from its staff or Consultant’s affiliated entities, and such Services will be billed to Client under the same billing terms applicable to Consultant’s staff. Consultant may increase the Fees from time to time (including, without limitation, annually as described in the Schedules). Other than a Fee increase as described in the Schedules, Client may notify Consultant of a request that such Fee increase be modified or revoked and, if Consultant fails to do so to Client’s satisfaction within thirty (30) days after the receipt of such request, Client may terminate this Agreement without cause pursuant to Section 7.3.

3. **Invoices; Payment.**

3.1 Consultant will invoice Client for the Fees earned and/or incurred by Consultant pursuant to this Agreement.

3.2 Invoices are due and payable upon receipt. Interest will begin to accrue on the thirtieth (30th) day following the invoice date on all unpaid balances at a rate of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less. Payments will first be credited to interest and then to principal. In the event that Client disputes or contests an invoice, only that portion so disputed or contested in good faith will be withheld from payment, and the undisputed portion must be timely paid. Interest will accrue on any contested portion of the invoice not timely paid and will be payable immediately if the contested invoice is resolved in favor of Consultant.

3.3 If Client fails to fully pay an invoice within 30 days after the invoice date, Consultant may, after giving five (5) days’ notice to Client, suspend the rendering of Services under this Agreement until said invoice is paid in full, together with all interest that has accrued thereon. In the event of such a suspension of Services, Consultant will have no liability to Client for any delays or damages arising therefrom.

4. **Insurance.** Throughout the term of this Agreement, Consultant will maintain the following insurance in not less than the referenced amounts: (a) workers compensation and employers liability insurance as may be required by the State; (b) property damage liability of \$1,000,000 per incident; (c) bodily injury liability of \$1,000,000 per incident; and (d) professional liability for any errors or omissions of \$1,000,000.

5. **Client Support.**

5.1 Client will promptly provide in writing to Consultant all data and other information relating to or which may be necessary for Consultant’s performance of the Services. Without limiting the foregoing, Client will keep Consultant informed on a timely basis in writing as to the existence and amendments of the laws, ordinances and/or regulations under which Consultant is performing the Services (including any adopted by Client). Consultant will be permitted to rely on the accuracy, timeliness and completeness of the information provided by Client, and in no event will Consultant be liable to Client or others as a result of such reliance.

5.2 Client will examine all of Consultant's reports, specifications, notices, proposals and other documents. In the event that a decision is required of Client in order for Consultant to perform the Services, Client will render such decision in writing in a timely manner.

5.3 Promptly following any request from Consultant, Client will adopt and maintain in full force and effect resolutions in forms acceptable to Client and in accordance with applicable law authorizing Consultant to examine the confidential sales tax and other relevant records of Client throughout the Term and, for so long as any Fees are still accruing pursuant to this Agreement, after the Term.

5.4 Client will assist Consultant in obtaining such licenses, permits and approvals as may be required by law for performing the Services, and Client will pay all fees, assessments and taxes related to the application, issuance and maintenance thereof.

5.5 The Services do not include services that Consultant may be required or requested to provide to support, prepare, document, bring, defend or assist in litigation undertaken or defended by Client ("Litigation Services"). If Consultant agrees with Client or is required to perform Litigation Services, Client will promptly pay Consultant for all of Consultant's costs and expenses related to Litigation Services at Consultant's actual cost, plus ten percent (10%) thereof (all of which are deemed to be additional Fees).

6. Confidentiality; Software Use and Warranty; Records.

6.1 Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations concerning the confidentiality of tax records of which it has been informed by Client pursuant to Section 5.1.

6.2 As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility in Consultant's Business, including without limitation: Consultant's (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; and (vi) materials, techniques and intellectual property used. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement. The terms of this Section 6.2 do not apply to any information that is public information.

6.3 If access to any software which Consultant owns is provided to Client as part of this Agreement (including, without limitation, if Client chooses to subscribe to such software and reports option as part of the Services) (such Consultant-owned software is, collectively, the "Software"), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client for the use by such of Client's staff as may be designated from time to time by Client and approved by Consultant in writing to use the Software pursuant to and during the Term of this Agreement. The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client's staff of the Software nor any rights of Client or any of Client's staff to sublicense, transfer or sell the Software, or rights

to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or documentation, nor modify (or allow the modification of) the Software or documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant's remedies), such modification, derivative work or product based on the Software or documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and Client must immediately deactivate, cease using and remove, delete and destroy all the Software (including, without limitation, from Client's computers and network). **Consultant warrants that the Software will perform in accordance with the Software's documentation.**

6.4 All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the property of Client. This does not include any software, programs, methodologies or systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or others' copyrights or other intellectual property. It is possible that any documents, drafts, communications or other work product provided to Client may be considered public records under applicable law and/or may be discoverable through litigation. Consultant may publicly state that it performs the Services for Client.

6.5 Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

7. Term and Termination.

7.1 The initial term of this Agreement commences as of the Agreement Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect until twelve (12) months from such date (the "Initial Term"). This Agreement will automatically renew for successive twelve (12) month terms unless earlier terminated as set forth in Section 7.2 or 7.3 or either party gives the other party written notice of non-renewal at least one hundred twenty (120) days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

7.2 This Agreement may be terminated by either party for cause upon not less than forty-five (45) days' written notice given to and received by the other party, if the other party has materially breached this Agreement through no fault of the notifying party and fails to (i) commence correction of such material breach within thirty (30) days of receipt of the above-referenced written notice and (ii) diligently complete the correction thereafter.

7.3 In addition, either party may terminate this Agreement without cause upon not less than one hundred twenty (120) days' written notice to the other party.

7.4 On termination, Client will pay Consultant for all Fees and other compensation (including for Litigation Services) earned and/or incurred through the termination date and will thereafter timely pay Consultant for all other Fees and compensation to which Consultant may be entitled pursuant to this Agreement (including the Schedules hereto).

8. Indemnification.

8.1 Consultant agrees to fully and promptly indemnify and hold harmless (but not defend) Client and each of its officers, employees and agents (collectively, "Client Group") from and against any and all third-party liabilities, judgments, awards, losses, claims, damages, expenses, and costs (including, without limitation, for reasonable third-party attorneys' fees and costs awarded in connection therewith) (each, a "Third-Party Liability", and collectively, "Third-Party Liabilities") directly or indirectly related to this Agreement and arising out of any negligent act or negligent omission, or reckless or willful misconduct, of Consultant or any of its directors, officers, employees, agents, direct and indirect equity holders, or affiliates (collectively, "Consultant Group") under this Agreement; provided, that such obligations to indemnify and hold harmless are only to the extent Consultant admits in writing, or any of Consultant Group is found by a court of competent jurisdiction in a judgment which has become final and that is no longer subject to appeal or review, to have caused the above-described Third-Party Liability(ies). In no event shall Consultant be obligated to defend any of Client Group or pay for any Client Group attorneys' fees or other costs of defending against any such Third-Party Liabilities ("defense costs"), with exception of if Consultant is obligated to indemnify and hold harmless Client Group as described above in this Section 8.1 then Consultant shall also be responsible for the defense costs incurred by Client Group for the related matter. Consultant's duty to indemnify and hold harmless Client shall not apply to claims for liability which arise from the issuance or non-issuance of any registration, license, permit, or exemption.

8.2 Client agrees to fully and promptly indemnify and hold harmless (but not defend) each of Consultant Group from and against any and all Third-Party Liabilities directly or indirectly related to this Agreement and arising out of any negligent act or negligent omission, or reckless or willful misconduct, of any of Client Group under this Agreement; provided, that such obligations to indemnify and hold harmless are only to the extent Client admits in writing, or any of Client Group is found by a court of competent jurisdiction in a judgment which has become final and that is no longer subject to appeal or review, to have caused the above-described Third-Party Liability(ies). In no event shall Client be obligated to defend any of Consultant Group or pay for any Consultant Group attorneys' fees or other costs of defending against any such Third-Party Liabilities ("defense costs"), with exception of if Client is obligated to indemnify and hold harmless Consultant Group as described above in this Section 8.2 then Client shall also be responsible for the defense costs incurred by Consultant Group for the related matter.

9. Liability Limitations; Governing Law; Dispute Resolution.

9.1 To the maximum extent permitted by law and notwithstanding anything to the contrary in this Agreement:

9.1.1 Except as may otherwise be expressly set forth in this Agreement, Consultant makes no warranty of any kind with respect to the Services or the Software, express or implied. Consultant hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non infringement. Consultant disclaims all warranties and responsibility for third party software.

9.1.2 Notwithstanding anything to the contrary, in no event will Consultant be (a) liable for claims, liabilities or damages (i) that could not reasonably have been foreseen upon entry into this Agreement; (ii) arising from any action or inaction by Consultant in response to specific direction from Client; (iii) in connection with any Client monies not collected by Consultant; nor (iv) in connection with the issuance, non-issuance or revocation of any registration, license, permit, or exemption; nor (b) required to provide a defense in connection with any indemnification or hold harmless provisions under this Agreement.

9.1.3 Without limitation on any statute of limitations that expire in less than three years, no claim may be brought by Client against any one or more of Consultant Group arising out of this Agreement (including, without limitation, in connection with the Services or the Software) more than three years after the date upon which Client has actual knowledge of the first occurrence of the action or inaction giving rise to such claim (whether relating to the Services, the Software or otherwise).

9.1.4 Client acknowledges this Agreement is with Consultant in its capacity as a corporation or a limited liability company, and Client agrees that in no event will it seek to hold any of the Consultant Group (other than Consultant) responsible for any obligations under this Agreement.

9.2 The law of the State will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it, without regard to the State's conflict of laws rules. Venue for any legal action arising out of this Agreement will be proper only in the State courts or the federal courts located within the State. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise. Both parties waive the right to a jury trial in an action to enforce, interpret or construe this Agreement.

9.3 If either party is required to bring legal action to enforce its rights under this Agreement or as the result of a breach of this Agreement, the costs and expenses of the prevailing party, including reasonable attorneys' fees, will be paid by the non-prevailing party.

9.4 A breach of this Agreement by either party may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore such other party will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party may deem appropriate. Such right is in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

10. General Legal Provisions.

10.1 Authorization to Proceed. Each Schedule must be signed by both Client and Consultant before such Schedule will be binding on the parties hereto.

10.2 Force Majeure. Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of Consultant.

10.3 Amendment; Waiver. Any provisions of this Agreement (including, without limitation, any Schedules or provisions within any Schedules) may be amended or terminated if in writing and signed by both Client and Consultant. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to be valid unless acknowledged by such party in writing, and such waiver will not extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.4 Severability and Survival. If any provision in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Notwithstanding any other provisions of this Agreement (including, without limitation, Section 7), Sections 3, 5.5, 6, 7, 8, 9 and 10 will survive the termination of this Agreement.

10.5 No Third-Party Beneficiaries; Services Limited to Agreement. Except as set forth in Section 8, this Agreement gives no rights or benefits to anyone other than Client and Consultant and has no third-party beneficiaries. The Services to be performed for Client by Consultant are defined solely by this Agreement (including the Schedules), and not by any other contract or agreement that may be associated with performing the Services.

10.6 Assignment. This is a bilateral personal services agreement. Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. This Agreement is binding on the successors and assigns of the parties hereto.

10.7 Notices. All notices under this Agreement must be in writing and will be deemed to have been given when such notice is received (i) from United States Postal Service First Class Certified Mail, Return Receipt Requested, (ii) by courier service, or (iii) by email; provided, however, that notices received on a weekend or holiday or on a business day after 4:00 p.m. local time will be deemed to have been received on the next business day. Notices will, unless another address is specified in writing, be sent to the addresses indicated below (each of which must include a street address and an email address): Consultant: Hinderliter De Llamas & Associates (HdL), Attn: George Bonnin, Email: gbonnin@hdlcompanies.com; and Client: [REDACTED], Attn: [REDACTED], Email: [REDACTED].

10.8 Entire Agreement; Conflict. This Agreement (including any Schedules dated as of the Agreement Date or hereafter) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related in any way to the subject matter hereof. Should there ever be a conflict between the terms and conditions of the Schedule(s) and the remainder of this Agreement, the terms and conditions of the remainder of this Agreement will prevail and be controlling.

10.9 Counterparts; Electronic Signatures; Authority. This Agreement may be signed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signed signature pages of this Agreement transmitted

by email or other electronic means in a portable document format (PDF) or other clear and visible electronic format will have the same legal effect as an original. Each of the persons signing on behalf of a party hereto represents that he or she has the authority to sign this Agreement on such party's behalf.

10.10 No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement will not be construed against either party based upon authorship. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

[Signatures are on the next page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement through their duly authorized representatives as of the Agreement Date.

CONSULTANT:

CLIENT:

Hinderliter De Llamas & Associates (HdL)

By: _____

Its: _____

By: _____

Its: _____

By: _____

Its: _____

By: _____

Its: _____

[Any Schedule or Schedules may (but is/are not required to) be attached hereto]

SCHEDULE E

Tax and Fee Administration Services and Fees Lodging Tax – Operations Management Services

SCHEDULE E – This Schedule E provides the scope of Services and Fees for tax and fee administration related to lodging tax pursuant to the Master Services Agreement dated [REDACTED], 2023 (“MSA”).

The MSA includes the main body of the MSA, this Schedule, and all other Schedules to the MSA. Terms not otherwise defined herein have the definitions given to them within the main body of the MSA.

SCOPE OF SERVICES

Consultant will provide the following Services relative to Client’s lodging tax administration.

1. Operations Management Services

- 1.1. Establish and maintain database of Client lodging providers.
- 1.2. Receive and process registrations, tax returns and payments in a timely fashion.
- 1.3. Provide lodging providers multiple options for submitting registrations, tax returns, payments, or support requests (including via website, email, mail, phone, and fax. Consultant tax specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
- 1.4. Remit revenue to Client no less than monthly.
- 1.5. Provide Client staff access to website portal offering lodging provider registry inquiry and reporting capabilities.
- 1.6. Endeavor to ensure accurate filings of returns by consistently monitoring returns, providing compliance audits, and educating lodging providers as mutually agreed to by Client and Consultant.
- 1.7. Provide analysis reports monthly and annually provide revenue trends and key insights on Client lodging providers.

2. Online Payment Processing – Consultant’s services include PCI compliant payment processing services powered by FIS Global, which supports both credit card and eCheck transactions.

2.1. Client Responsibilities

- 2.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by FIS Global, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by FIS Global. “Network” is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.
- 2.1.2. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

FEES

3. Operations Management Services

- 3.1. Fees for performing operations management Services shall be \$981.00 per year for each filing property + CPI.
- 3.2. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for each city region. Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.

SCHEDULE E

Tax and Fee Administration Services and Fees Lodging Tax – Operations Management Services

- 3.3. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support).
- 3.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.
- 4. **Payment Processing** – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.
 - 4.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.
 - 4.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of \$2.00
 - 4.1.2. ACH/eCheck processing - \$1.25 per transaction
 - 4.2. Client funded
 - 4.2.1. Credit and debit card processing – 2.9% of transaction amount
 - 4.2.2. ACH/eCheck processing - \$0.50 per transaction
 - 4.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of \$25.00, to be applied to the taxpayers account.
 - 4.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

SCHEDULE E
Tax and Fee Administration Services and Fees
Lodging Tax – Operations Management Services

IN WITNESS WHEREOF, the parties hereto have entered into this Schedule E to the MSA through their duly authorized representatives as of _____, 2023.

CONSULTANT:

Hinderliter De Llamas & Associates (HdL)

CLIENT:

By: _____

Its: _____

By: _____

Its: _____

By: _____

Its: _____

By: _____

Its: _____



To: Mayor and Council
Date: November 28, 2023
Agenda Item: Consideration of Ordinance to place a 'Soft Freeze' on new entries into the City of Newnan Defined Benefit Pension Plan
Prepared By: Cleatus Phillips, City Manager

Purpose:

Consideration of Ordinance to place a 'Soft Freeze' on new entries into the City of Newnan Defined Benefit Pension Plan.

Background:

The City of Newnan Retirement Committee has been working to develop a new 401a Defined Contribution Plan for all new City employees hired on or after January 1, 2024. In order to move new hires into the Defined Contribution Plan, we are required to approve an Adoption Agreement and General Addendum placing a freeze on new entries into the Pension Plan. Current employees and officials will not be impacted by this freeze.

Funding:

In the 401a Plan, the City will contribute a base 10% of the employees' base salary and upto an additional 3% in matching dollars. In the current Pension Plan, the City is contributing 14.65% of the employees' annual compensation and this number is expected to increase in the upcoming years.

Recommendation:

Approve Adoption Agreement and General Addendum as presented.

Attachments:

1. Newnan CL 11 10 2023
2. Newnan AA 11 10 2023
3. Newnan General Addendum 11 10 2023

Previous Discussion with Council:

N/A



November 10, 2023

RISK MANAGEMENT AND
EMPLOYEE BENEFITS SERVICES
BOARD OF TRUSTEES

Chair
Marcia Hampton
City Manager, Douglasville

Vice Chair
Shelly Berryhill
Commissioner, Hawkinsville

Secretary-Treasurer
Larry H. Hanson
CEO and Executive Director

Trustees:

Linda Blechinger
Mayor, Auburn

Chris Hobby
City Manager, Bainbridge

Meg Kelsey
City Manager, LaGrange

Jessica O'Connor
City Manager, Griffin

W. D. Palmer, III
Councilmember, Camilla

James F. Palmer
Mayor, Calhoun

John Reid
Mayor, Eatonton

JoAnne Taylor
Mayor, Dahlonega

Albert Thurman
Mayor, Powder Springs

Rebecca L. Tydings
City Attorney, Centerville

Kenneth L. Usry
Mayor, Thomson

Clemontine Washington
Mayor Pro Tem, Midway

Vince Williams
Mayor, Union City

EXECUTIVE STAFF
Randy Logan
Deputy Executive Director

TRANSMITTED VIA E-MAIL
(cemerson@mmmmlaw.com)

Mr. Edmund Emerson
Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326

RE: City of Newnan Defined Benefit Retirement Plan; Amendment to Freeze Plan to New Entrants and Participants Returning to Service on or after January 1, 2024

Dear Mr. Emerson:

Per the city's request, attached please find a draft Adoption Agreement and General Addendum for the city of Newnan's Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"). The amendment to the Plan prohibits participation in the Plan by employees and elected officials who are initially employed or reemployed by the city, or initially take office or return to office (following vacation of office), on or after January 1, 2024. Current active participants will remain in the Plan as long as they continue to meet the Plan's eligibility requirements, and as long as they do not terminate employment or vacate office and return to service with the city on or after January 1, 2024 (see Adoption Agreement, pp. 5-6 and Sections 2 and 14 of the General Addendum). An employee who is employed with the city as of December 31, 2023, but does not satisfy the Plan's eligibility requirements (e.g., hour per week or month per year requirement) on that date, and who, without terminating and becoming reemployed, satisfies the Plan's eligibility requirements on or after January 1, 2024, will participate in the Plan upon satisfying the eligibility requirements.

If any employees or elected officials who are in service with the city on December 31, 2023, terminate employment or vacate office and return to service on or after January 1, 2024, or if any former employees or elected officials not currently in service with the city return to service on or after January 1, 2024, they will not be eligible to participate in the Plan with respect to service and earnings, as applicable, with the city after returning to service. Instead, their eligibility for retirement, disability and pre-retirement death benefits and the amount of benefits payable under the Plan, if any, with respect to service with the city before returning to service will be determined in accordance with the applicable terms of the Plan in effect as of the date they most recently terminated employment or vacated office, as well as their credited service and final average earnings, as applicable, as of that date.

Mr. Edmund Emerson
November 10, 2023
Page 2

Service and earnings after the date they return to service will not be taken into account for any purpose under the Plan (e.g., for purposes of vesting, meeting benefit eligibility requirements or computing the amount of benefits payable under the Plan). See General Addendum Sections 2 and 14.

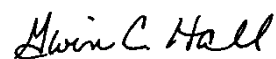
Credited service with other GMEBS Retirement Fund employers (GMEBS portability service) will continue to be taken into account (solely for purposes of determining vesting and benefit eligibility) only for the following participants: (1) employees and elected officials who are in service with the city as of December 31, 2023; and (2) former participants not in service with the city as of January 1, 2024, who previously participated in the Plan. However, if any of these participants return to service with the city on or after January 1, 2024, their portability service credit, i.e., their ability to receive credit for service with other GMEBS member employers, will be frozen as of the date they return to service. See General Addendum subsection 2(g).

The Adoption Agreement provides that the amended Plan documents will become effective January 1, 2024. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.** Both the Adoption Agreement and General Addendum must be adopted for the amendment to be effective.

If the draft Adoption Agreement and General Addendum are acceptable, please have the designated representatives sign and date each document where indicated (Adoption Agreement, p. 38 and General Addendum, p. 7). Next, please scan and email both documents to Gina Gresham at rgresham@gacities.com. GMEBS will then countersign both documents and return electronic copies to you. Please note, GMEBS will not execute documents that have been edited by the city. If the documents require revisions, please let us know before adopting them.

If you have any questions about the information provided in this letter or require further information, please feel free to contact me at (678) 686-6212 or ghall@gacities.com.

Sincerely,



Gwin Hall
Senior Associate General Counsel

Encl.

- C: Ms. Nanette Freeman, Pension Committee Secretary, City of Newnan (w/ encl.)
- Ms. Marinetty Bienvenu, Director, Employee Benefit Services (w/o encl.)
- Ms. Michelle Warner, Director, Retirement Field Services and DC Program (w/o encl.)
- Mr. Kevin Jeselnik, Assistant General Counsel (w/o encl.)

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for
City of Newnan

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

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I. AN ORDINANCE

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

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

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

Ordinance continued on page 38

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN **ADOPTION AGREEMENT**

1. ADMINISTRATOR

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

2. ADOPTING EMPLOYER

Name: **City of Newnan, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **P.O. Box 1193, Newnan, GA 30264-1193**
Phone: **(770) 253-2682**
Facsimile: **(770) 254-2353**

4. PLAN REPRESENTATIVE

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

Name: **City Manager**
Address: **P.O. Box 1193, Newnan, GA 30264-1193**
Phone: **(770) 253-2682**
Facsimile: **(770) 254-2353**

5. PENSION COMMITTEE

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

The Pension Committee shall be comprised of three (3) Employees appointed by the Governing Authority.

Pension Committee Secretary: **Human Resources Director**
Address: **P.O. Box 1193, Newnan, GA 30264-1193**
Phone: **(770) 253-2682**
Facsimile: **(770) 254-2353**

6. TYPE OF ADOPTION

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

- ☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- ☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- ☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
 - ☒ To update the Plan to comply with the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).
 - ☒ To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): This is an amendment to prohibit participation in the Plan by Regular Employees who are initially employed or become reemployed by the Employer on or after January 1, 2024, with respect to their period(s) of employment or reemployment commencing on or after such date, and to prohibit participation in the Plan by elected or appointed members of the Governing Authority who first take office or return to office (following vacation of office) on or after January 1, 2024, with respect to their period(s) of service commencing on or after such date (see Adoption Agreement pp. 5-6 and General Addendum Sections 2 and 14).**

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Basic Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2020-14 (the 2020 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Basic Plan Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by the PATH Act and the 2020 Cumulative List with the applicable effective dates.

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

The effective date of this Plan is ____.

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

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

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

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

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

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **December 1, 2023** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **July 1, 2003** (insert effective date of Employer's first GMEBS Adoption Agreement). The Employer's GMEBS Plan was originally effective **April 1, 1990** (insert effective date of Employer's original GMEBS Plan). (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective _____ (if applicable, insert effective date of Employer's original non-GMEBS Plan).)

8. PLAN YEAR

Plan Year means (check one):

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

9. CLASSES OF ELIGIBLE EMPLOYEES

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

A. Eligible Regular Employees

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

- ☐ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ☒ **ALL REGULAR EMPLOYEES EXCEPT** for the following employees (must specify; specific positions are permissible; specific individuals may not be named): **Regular Employees who are initially employed on or after January 1, 2024, are not eligible to participate in the Plan for any purpose. Current or former Regular Employees (i.e., Regular Employees initially employed before January 1, 2024) who are reemployed on or after January 1, 2024, shall not participate in the Plan for any purpose following the date on which they are initially reemployed on or after January 1, 2024. See General Addendum Sections 2 and 14.**

B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Basic Plan Document's definition of "Employee" and provided they satisfy any other

requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

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

☐ **ARE NOT** eligible to participate in the Plan.

☒ **ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): **Members of the Governing Authority who initially take office on or after January 1, 2024, are not eligible to participate in the Plan for any purpose. Current or former members of the Governing Authority (i.e., members of the Governing Authority who initially held office before January 1, 2024) who return to office (following vacation of office) on or after January 1, 2024, shall not participate in the Plan for any purpose following the date on which they initially hold office or return to office (following vacation of office) on or after January 1, 2024. See General Addendum Sections 2 and 14.**

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

☒ **ARE NOT** eligible to participate in the Plan.

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

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

10. ELIGIBILITY CONDITIONS

A. **Hours Per Week (Regular Employees)**

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

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

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

Class(es) of Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): **Employees initially employed prior to November 1, 1994.**

Minimum hour requirement applicable to excepted Regular Employees:

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

B. Months Per Year (Regular Employees)

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

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

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

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

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

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

11. WAITING PERIOD

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

12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in

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

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

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

13. CREDITED SERVICE

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

A. Credited Past Service with Adopting Employer

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

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

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

- ☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ **(insert date)**.
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows **(must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

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

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

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

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **In addition to the above limitations, Credited Past Service shall not include any tenure of office as an elected or appointed member of the Governing Authority unless the Participant was serving as an elected or appointed member of the Governing Authority of Eligible Regular Employee on April 1, 1990.**

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

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

B. Prior Military Service

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

(1) Credit for Prior Military Service.

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

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

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

(2) Maximum Credit for Prior Military Service.

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

(3) Rate of Accrual for Prior Military Service.

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

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

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

- ☐ Participants shall **not** be required to pay for military service credit.
- ☐ Participants shall be required to pay for military service credit as follows:

- ☐ The Participant must pay ____% of the actuarial cost of the service credit (as defined below).
- ☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

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

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

C. Prior Governmental Service

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

(1) Credit for Prior Governmental Service.

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

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

(2) Definition of Prior Governmental Service.

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

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

(3) Maximum Credit for Prior Governmental Service.

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

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

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

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

(5) Payment for Prior Governmental Service Credit.

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

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

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

(1) Credit for Unused Paid Time Off.

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

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

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

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

(2) Minimum Service Requirement.

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

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

Participant must be eligible for Early, Normal or Disability Retirement benefits, and have at least 20 years of Service at Termination.

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

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

(4) Maximum Credit for Unused Paid Time Off.

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of 4 months **(insert number)**.

(5) Computation of Unused Paid Time Off.

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

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Basic Plan Document; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): To be eligible to receive credit for unused sick leave hereunder, a Participant must Retire directly from active employment with the Employer such that the effective Retirement date is the first day of the month coinciding with or following the date of Termination. In no event will a Participant receive more than four (4) months of Credited Service for unused sick leave credited hereunder.

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

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

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

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

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

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

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

B. Normal Retirement Qualifications

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

(1) Regular Employees

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

- ☒ Attainment of age **65** (insert number)
- ☒ Completion of **10** years (insert number) of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): ☐ all Participants ☐ only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

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

Class(es) of Regular Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): **Eligible Regular Employees initially employed before April 11, 1995.**

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

- ☒ Attainment of age **65** (insert number)
- ☒ Completion of **5** years (insert number) of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): ☐ all Participants

☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(2) Elected or Appointed Members of Governing Authority

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

- ☒ Attainment of age **62 (insert number)**
- ☒ Completion of **10 years (insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

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

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

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

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

one): ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

C. Alternative Normal Retirement Qualifications

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

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

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

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

☐ Attainment of age _____ **(insert number)**

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

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

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

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

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

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

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

- (3) ☒ **Rule of 88 (insert number).** The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

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

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

This alternative normal retirement benefit is available to:

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

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

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

- (4) ☐ **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if the Participant has at least _____ years (**insert number**) of Total Credited Service, regardless of the Participant's age.

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

This alternative normal retirement benefit is available to:

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

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

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

(5) ☐ Other Alternative Normal Retirement Benefit.

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): Rule of 85 for Firefighters and Police Officers. The Participant must be a Firefighter or Police Officer (as defined in Section 2.34 or 2.51 of the Basic Plan Document, respectively), and the Participant's combined years of age and years of Total Credited Service as a Firefighter or Police Officer (disregarding any otherwise applicable cap on Total Credited Service) must equal at least eighty-five (85).

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

This alternative normal retirement benefit is available to:

- ☐ All public safety employee Participants who qualify.
- ☒ Only the following public safety employee Participants **(must specify - specific positions are permissible; specific individuals may not be named): Firefighters and Police Officers (as defined in Sections 2.34 and 2.51 of the Basic Plan Document, respectively).**

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

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

Note: "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

D. Disability Benefit Qualifications

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

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

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

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

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

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

- ☒ not limited.
- ☐ limited to _____ years for all Participants.
- ☐ limited to _____ years for the following classes of Eligible Regular Employees:
 - ☐ All Eligible Regular Employees.

- ☐ Only the following Eligible Regular Employees: _____.
- ☐ limited to _____ years as an elected or appointed member of the Governing Authority.
- ☐ limited to _____ years as a Municipal Legal Officer.
- ☐ Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

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

- ☒ (a) **Flat Percentage Formula. 1.5% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.**

This formula applies to:

- ☐ All Participants who are Regular Employees.
- ☒ Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): **Eligible Regular Employees who Retire pursuant to the Rule of 88 or Rule of 85 but Terminate before attaining at least one of the following:**
 - (1) Age 58 (55 for Firefighters and Police Officers as defined in Sections 2.34 and 2.51 of the Basic Plan Document, respectively) and completion of at least 30 years of Total Credited Service; or**
 - (2) Age 62.**
- ☒ (b) **Alternative Flat Percentage Formula. 2.0% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (must specify - specific positions are permissible; specific individuals may not be named): Eligible Regular Employees other than those to whom the Flat Percentage Formula under Section 15(B)(1)(a) applies.**
- ☐ (c) **Split Final Average Earnings Formula. _____ % (insert percentage) of Final Average Earnings up to the amount of Covered Compensation (see subsection (2) below for definition of Covered Compensation), plus _____ % (insert percentage) of Final Average Earnings in excess of said**

Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

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

This formula applies to:

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

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

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

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

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

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

(3) Final Average Earnings

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **36 (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

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

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

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

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

- ☐ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- ☒ **\$150.00 (insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer (service of at least 6 months and 1 day is treated as a year of Total Credited Service; provided, however, than an elected or appointed member of the Governing Authority or Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

This formula applies to:

- ☒ All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.

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

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

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

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

Alternative Early Retirement Reduction Table

<u>Number of Years Before</u> <u>Age 65</u> <u>(62 for elected or</u> <u>appointed members of</u> <u>the Governing Authority)</u> <u>(check as applicable)</u>	<u>Percentage of</u> <u>Normal Retirement Benefit*</u> <u>(complete as applicable)</u>
☒ 0	1.000
☒ 1	0.950
☒ 2	0.900
☒ 3	0.850
☒ 4	0.800
☒ 5	0.750
☒ 6	0.700
☒ 7	0.650
☒ 8	0.600
☒ 9	0.550
☒ 10	0.500
☐ 11	0.____
☐ 12	0.____
☐ 13	0.____
☐ 14	0.____
☐ 15	0.____

*Interpolate for whole months

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

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

E. Monthly Disability Benefit Amount

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

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

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

F. Minimum/Maximum Benefit For Elected Officials

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

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

G. Multiple Plans

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

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

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

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

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

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

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

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

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

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

_____.

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

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

_____.

B. Cost Of Living Adjustment

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

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

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

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

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

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

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

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

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

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

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): Eligible Regular Employees initially employed before April 11, 1995.

Vesting Schedule for excepted class (**Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.**): Benefits shall be 100% Vested after the Participant has completed a minimum of 5 years of Total Credited Service. Benefits remain 0% Vested until the Participant satisfies this minimum.

B. Elected or Appointed Members of the Governing Authority

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

- ☐ Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- ☐ No vesting schedule (immediate vesting).
- ☒ Other vesting schedule (**Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.**): **Benefits shall be 100% Vested after the Participant has a minimum of 10 years of Total Credited Service as an elected or appointed member of the Governing Authority. Benefits remain 0% Vested until the Participant satisfies this minimum.**

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

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

- (1) ☒ **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document. In order to be eligible for this benefit, a Participant must meet the following requirements (**check one**):
- ☒ The Participant must be vested in a normal retirement benefit.
 - ☐ The Participant must have _____ years (**insert number**) of Total Credited Service.
 - ☐ The Participant must be eligible for Early or Normal Retirement.
 - ☐ Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

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

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

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

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

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

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

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

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

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

B. Terminated Vested Death Benefit

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

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

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

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

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

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

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

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

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

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

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

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

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

- ☐ Interest shall not be paid.
- ☐ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

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

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

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

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

21. TERMINATION OF THE ADOPTION AGREEMENT

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

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

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

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

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

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

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Basic Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under opinion letter Q705465a dated August 31, 2023. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Basic Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

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

On and after February 17, 2005, the Board delegates to the Provider the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or

other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

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

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

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

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

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

AN ORDINANCE (continued from page 1)

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

Section 3. The effective date of this Ordinance shall be January 1, 2024 **(not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

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

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

Attest:

CITY OF NEWNAN, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

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

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

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary

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

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

***** Item (1) of pre-approved Addendum – Not Applicable *****

(2) Discontinuance of Participation in the Plan by one or more Departments or classes of Employees (for amendment of Adoption Agreement only - see Section 9 of Adoption Agreement):

- (a) Employees Initially Employed on or after January 1, 2024, Do Not Participate in this Plan; Eligible Regular Employees Participating in DB Plan on December 31, 2023, Remain in this Plan unless Later Reemployed; Treatment of Regular Employees Who Do Not Satisfy Eligibility Requirements as of December 31, 2023 - Any Regular Employee who is initially employed or reemployed by the City on or after January 1, 2024, will not participate in this Plan with respect to service on or after the date of such initial employment or reemployment. However, Eligible Regular Employees who were employed with the City as of December 31, 2023, will remain in this Plan, subject to the Plan's eligibility requirements, and except as otherwise provided in subsections 2(b), 2(c) or Section 14 below concerning the effect of becoming reemployed. An Employee who was employed with the City as of December 31, 2023, but who did not satisfy the eligibility requirements (e.g., hour per week or month per year requirement) to participate in this Plan as of such date, and who, without Terminating and becoming reemployed by the City, satisfies the eligibility requirements to participate in this Plan on or after January 1, 2024, shall become a Participant in this Plan, subject to the Plan's eligibility requirements, except as otherwise provided in subsections 2(b), 2(c) or Section 14 below concerning the effect of becoming reemployed.**
- (b) Eligible Regular Employees in Service as of December 31, 2023; Effect of Later Termination & Reemployment - If an Eligible Regular Employee who was employed with the City as of December 31, 2023, later Terminates employment and becomes reemployed by the City on or after January 1, 2024, said Employee will not be eligible to participate in this Plan with respect to Service and Earnings with the City on or after said reemployment date. The Employee's eligibility for Retirement and pre-retirement death benefits and the amount of any benefits payable under this Plan with respect to the Employee's Service with the City prior to said reemployment date will be determined in accordance with the applicable terms of this Plan in effect as of**

the Employee's most recent Termination date preceding the date on which the Employee is first reemployed on or after January 1, 2024, and the Employee's Credited Service and Final Average Earnings with the City as of said Termination date. Portability service will be taken into account as provided under subsection 2(g) below. Service and Earnings on or after said reemployment date will not be taken into account for any purpose under this Plan (e.g., for purposes of becoming Vested under this Plan, meeting benefit eligibility requirements, or computing the amount of benefits payable under this Plan). See also Section 14 of this Addendum regarding Frozen Plan Provisions.

- (c) **Former Employees Reemployed after January 1, 2024** - If a former Employee of the City who was not employed with the City as of December 31, 2023, is reemployed by the City on or after January 1, 2024, the Employee will not be eligible to participate in this Plan with respect to Service and Earnings with the City on or after the date on which said Employee is reemployed. The Employee's eligibility for Retirement and pre-retirement benefits and the amount of any benefits payable under this Plan, if any, with respect to the Employee's Service with the City prior to said reemployment date will be determined in accordance with the applicable terms of this Plan in effect as of the date of the Employee's most recent Termination from the City preceding the date on which said Employee is first reemployed on or after January 1, 2024, and the Employee's Credited Service and Final Average Earnings with the City as of said Termination date. Portability service will be taken into account as provided under subsection 2(g) below. Service and Earnings with the City on or after said reemployment date will not be taken into account for any purpose under this Plan (e.g., for purposes of becoming Vested under this Plan, meeting benefit eligibility requirements, or computing the amount of benefits payable under this Plan). See also Section 14 of this Addendum regarding Frozen Plan Provisions.
- (d) **Elected or Appointed Members of the Governing Authority Who First Take Office on or after January 1, 2024, Do Not Participate in this Plan; Elected or Appointed Members of the Governing Authority in Office on December 31, 2023, Remain in this Plan unless They Vacate and Return to Office** - Elected or appointed members of the Governing Authority who initially hold office or return to office (following vacation of office) with the City on or after January 1, 2024, will not participate in this Plan with respect to service on or after the date they first hold or return to such office, as applicable, on or after January 1, 2024. However, elected or appointed members of the Governing Authority who held such office as of December 31, 2023, will remain in this Plan, subject to the Plan's eligibility requirements, and except as otherwise provide in subsections 2(e), 2(f) or Section 14 below concerning the effect of returning to office (following vacation of office) on or after January 1, 2024.

- (e) **Elected or Appointed Members of the Governing Authority in Service as of December 31, 2023; Effect of Later Vacation & Return to Office** - If an elected or appointed member of the Governing Authority who was in such position as of December 31, 2023, later vacates office and subsequently returns to an elected office or appointed office of the Governing Authority on or after January 1, 2024, said elected or appointed member of the Governing Authority will not be eligible to participate in this Plan with respect to service with the City on or after the date of said return to office. The elected or appointed member of the Governing Authority's eligibility for Retirement and pre-retirement death benefits and the amount of any benefits payable under this Plan with respect to Service with the City prior to said return to office will be determined in accordance with the applicable terms of this Plan in effect as of his or her most recent vacation of office preceding the date on which he or she first returns to office on or after January 1, 2024, and the elected or appointed member of the Governing Authority's Credited Service with the City as of the date of said vacation of office. Portability service will be taken into account as provided under subsection 2(g) below. Service on or after said date of return to office will not be taken into account for any purpose under this Plan (e.g., for purposes of becoming Vested under this Plan, meeting benefit eligibility requirements, or computing the amount of benefits payable under this Plan). See also Section 14 of this Addendum regarding Frozen Plan Provisions.
- (f) **Former Elected or Appointed Members of the Governing Authority Who Return to Office after January 1, 2024** - Former elected or appointed members of the Governing Authority who were not in office with the City as of December 31, 2023, but return to office with the City on or after January 1, 2024, will not be eligible to participate in this Plan with respect to service with the City on or after the date of such return to office. Such an elected or appointed member of the Governing Authority's eligibility for Retirement and pre-retirement benefits and the amount of any benefits payable under this Plan, if any, with respect to Service with the City prior to returning to office will be determined in accordance with the applicable terms of this Plan in effect as of the date of the elected or appointed member of the Governing Authority's most recent vacation of office preceding the date on which he or she first returns to office on or after January 1, 2024, and the Employee's Credited Service with the City as of the date of said vacation of office. Portability service will be taken into account as provided under subsection 2(g) below. Service with the City on or after the date of said return to office will not be taken into account for any purpose under this Plan (e.g., for purposes of becoming Vested under this Plan, meeting benefit eligibility requirements,

or computing the amount of benefits payable under this Plan). See also Section 14 of this Addendum regarding Frozen Plan Provisions.

- (g) **GMEBS Portability Service** - Credited Service under the defined benefit retirement plans of other GMEBS Retirement Fund member employers (portability service) will continue to be taken into account under this Plan in accordance with the GMEBS Basic Plan Document (solely for purposes of determining Vested status and eligibility for Retirement benefits under this Plan) with respect to the following Participants: (1) Eligible Regular Employees and elected or appointed members of the Governing Authority who were in Service with the City as of December 31, 2023; and (2) former Eligible Regular Employees and elected or appointed members of the Governing Authority not in Service with the City as of December 31, 2023, who previously participated in this Plan, provided the Participants described in this subsection 2(g)(1)-(2) do not become reemployed by or return to office (following vacation of office) with the City on or after January 1, 2024. If a Participant described in this subsection 2(g)(1)-(2) becomes reemployed or returns to office with the City on or after January 1, 2024, any portability service on or after said reemployment date will not be taken into account for any purpose under this Plan, notwithstanding any provision of the Basic Plan Document to the contrary.

***** Items (3) through (13) of pre-approved Addendum – Not Applicable *****

- (14) **Frozen Plan Provisions** (for amendment of Adoption Agreement only – see Section 9 of Adoption Agreement regarding Classes of Eligible Employees):

- ☒ (a) **Plan Freeze** - The Plan is "frozen" effective as of January 1, 2024 (specify date). The Plan shall be subject to all provisions of the Adoption Agreement and Basic Plan Document, except as otherwise provided herein, and the Employer shall continue to maintain the Plan's qualified status. The Plan shall be frozen, as follows (check as applicable):
- ☒ (i) The Plan shall be frozen with respect to the following class(es) of Eligible Employees (one or more as applicable): ☐ all Participants; ☐ all Eligible Regular Employees; ☐ Members of the Governing Authority; ☐ Municipal Legal Officers; ☒ other (must specify): All Eligible Regular Employees initially employed or reemployed on or after January 1, 2024, and all elected or appointed members of the Governing Authority initially taking office or returning to office (following vacation of office) on or after January 1, 2024.

- ☐ (ii) Active Participants in the affected class(es) of Eligible Employees as of the freeze effective date shall be vested in their normal retirement benefits accrued as of the effective date of the freeze to the extent funded notwithstanding any provision of the Adoption Agreement to the contrary.
- ☒ (iii) Employees who are (check all that apply): ☐ employed by the Employer or in office as of _____ (specify date), ☒ first employed on or after January 1, 2024 (specify date), ☒ first take office on or after January 1, 2024 (specify date), ☒ reemployed on or after January 1, 2024 (specify date), ☒ return to office (following a vacation of office) on or after January 1, 2024 (specify date), shall not be eligible to participate in the Plan on or after the date of such initial employment or reemployment on or after January 1, 2024, or the date they initially take office or return to office (following vacation of office) on or after January 1, 2024, as applicable (specify date).
- ☒ (iv) With respect to Employees designated in paragraph (iii) above, earnings on or after the date of such initial employment or reemployment on or after January 1, 2024 (specify date) shall not be taken into account for purposes of the Plan.
- ☒ (v) The Employees designated in paragraph (iii) above shall not be credited with Service for the Employer on or after the date of such initial employment or reemployment on or after January 1, 2024, or the date they initially take office or return to office (following vacation of office) on or after January 1, 2024, as applicable (specify date) for purposes of (check all that apply): ☒ computing the amount of benefits payable; ☒ meeting minimum service requirements for participation and vesting; ☒ meeting minimum service requirements for benefit eligibility under the Plan.
- ☒ (vi) The following additional provisions shall apply as a result of the freeze (must specify): See General Addendum Section 2.
- ☐ (b) Restoration Following Plan Freeze - The Plan has been "frozen" since _____ (specify freeze date). Effective _____ (specify date), the Plan shall be reactivated in accordance with and subject to the following provisions (check as applicable):
- ☐ (i) The Plan shall cease to be frozen with respect to the following class(es) of Eligible Employees (one or more as applicable): ☐ all Participants; ☐ all Eligible Regular Employees;

☐ Members of the Governing Authority; ☐ Municipal Legal Officers; ☐ other (must specify): _____.

- ☐ (ii) Employees (check all that apply): ☐ employed by the Employer and/or in office as of _____ (specify date), ☐ first employed on or after _____ (specify date), ☐ first took office on or after _____ (specify date), ☐ reemployed on or after _____ (specify date), ☐ returned to office (following a vacation of office) on or after _____ (specify date), shall be eligible to commence or re-commence participation in the Plan (as applicable) with respect to Service on or after _____ (specify date), provided they otherwise meet the eligibility requirements for participation under the Plan.
- ☐ (iii) With respect to the Employees designated in paragraph (ii) above, Earnings on or after _____ (specify date) shall be taken into account for purposes of the Plan.
- ☐ (iv) The Employees designated in paragraph (ii) above shall receive credit for Service for the Employer on or after _____ (specify date) for purposes of (check all that apply): ☐ computing the amount of benefits payable; ☐ meeting minimum service requirements for participation and vesting; ☐ meeting minimum service requirements for benefit eligibility under the Plan, provided the Employee met the minimum hour requirement and other eligibility requirements for recognition of Credited Service under the Plan.
- ☐ (v) Former Employees who are reemployed and/or return to office as Eligible Employees after _____ (specify date) will receive credit for Service with the Employer on or after _____ (specify date) for purposes of (check all that apply): ☐ computing the amount of benefits payable; ☐ meeting minimum service requirements for participation and vesting; ☐ meeting minimum service requirements for benefit eligibility under the Plan, provided the Employee meets the minimum hour requirement and other eligibility requirements for recognition of Credited Service with respect to said period under the Plan, and provided the Employee satisfies any applicable Plan requirements with respect to the Employee's break in Service.
- ☐ (vi) The following additional provisions shall apply as a result of restoration following the freeze (must specify): _____.

***** Item (15) of pre-approved Addendum – Not Applicable *****

(16) Other (May include, but shall not be limited to, provisions relating to Basic Plan Document Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01, and 9.02) (Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):

- (a) Break-in-Service Rule Not Applicable** – Notwithstanding the provisions of Basic Plan Document Section 4.06, in determining a Participant's Total Credited Service for purposes of Vesting, all individual periods of Service with the City which are otherwise creditable hereunder shall be aggregated together, regardless of any breaks in Service (due to Termination of employment). In no event, however, will any period of unemployment or employment as an ineligible employee be taken into account in determining the amount of any benefit payable under the Plan.

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

Attest:

CITY OF NEWNAN, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

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

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

**Board of Trustees
Georgia Municipal Employees
Benefit System**

(SEAL)

Secretary



To: Mayor and Council

Date: November 28, 2023

Agenda Item: Consideration of a Resolution Authorizing Alternative Valuations for Right of Way and Easements on Pinson Street and Savannah Street Culvert System Improvements Project

Prepared By: Michael Klahr, City Engineer

Purpose:

Council may consider a Resolution authorizing alternative valuations for right of way and easements on Pinson Street and Savannah Street Culvert System Improvements Project.

Background:

At the regularly scheduled meeting of the City Council, October 10, 2023, Council awarded a contract for the Pinson Street and Savannah Street Culvert System Improvements Project to Piedmont Paving, Inc., for \$1,294,577.54.

The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project; including erosion and sedimentation control, traffic control with detour plan, demolition of existing culverts, utility relocations, grading, installation of new precast box culverts, reconstruction of roadway, sidewalks and related structures, and all related appurtenances as per the plans and contract documents.

The contract is unit priced.

Funding:

N/ A

Recommendation:

Approve Resolution

Attachments:

1. PinsonSavannah St Alternative Valuations Resolution (11-21-2023)

Previous Discussion with Council:

**RESOLUTION AUTHORIZING ALTERNATIVE
VALUATIONS FOR RIGHT OF WAY AND
EASEMENTS ON PINSON STREET AND SAVANNAH STREET
CULVERT SYSTEM REPLACEMENT PROJECT**

WHEREAS, the City of Newnan Engineering Department has determined that the stormwater culvert system at the intersection of Pinson Street and Savannah Street is in need of replacements (the “Project”); and

WHEREAS, the Project requires the acquisition of additional right of way and permanent easements and temporary easements for construction and maintenance of slopes and placement and maintenance of utilities (collectively the “Right of Way”); and

WHEREAS, staff has requested that the City Council authorize the use of alternative methods of valuation for payment to property owners for the Right of Way for the Project in lieu of appraisals.

NOW THEREFORE, BE IT RESOLVED that staff be and is hereby authorized the use of alternative methods of valuation for payment to property owners for the Right of Way for the Project in lieu of appraisals.

RESOLVED and adopted in open session this ____ day of _____, 2023.

ATTEST:

Megan Shea, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

Dustin Koritko, Mayor Pro-Tem

Cleatus Phillips, City Manager

George M. Alexander, Councilmember

Cynthia E. Jenkins, Councilmember

Rhodes H. Shell, Councilmember

Raymond F. DuBose, Councilmember

Paul Guillaume, Councilmember



City of Newnan, Georgia - Mayor and Council

Date: November 28, 2023

Agenda Item: Public Hearing – Distance requirement variance request for the dispensation of low THC oil or products.

Prepared By: Dean Smith, Senior Planner

Purpose: To consider a variance for relief from the requirement, under state law, O.C.G.A 16-12-215 (a), that low THC oil or product dispensaries be a minimum distance of 1,000 feet from any “covered entity” which is defined as a school (private or public) or a religious place of worship.

Background: Leech Pharmacy, LLC, d/b/a Lee-King Pharmacy is seeking a variance to be within 1,000 feet of two schools and a religious place of worship in order to continue to pursue their application with the State of Georgia for approval to become a Medical Cannabis Dispensary for low THC oil and products. The final authority on the issuance of the license will be the State of Georgia; however, as part of the application process and rules relating to qualifying with the State for consideration, a potential location cannot be within 1,000 feet of either a school or a religious place of worship. The state statute does provide that a licensee applicant can have this distance requirement modified by their local government, “via use of existing zoning powers”. This particular instance, the zoning power is the variance procedure as set out in the City of Newnan’s Zoning Ordinance Article 11 – Appeals. City Council is the local zoning authority to hear this particular variance request. In accordance with city ordinance, the variance request before City Council was processed in accordance with city regulations. This process included: 1). notification of the request to all property owners within 250 feet; 2). Legal advertisement in the local legal organ, the Newnan Times-Herald, on October 25, 2023 and 3). A sign posted on the subject property advertising the variance and the hearing date on October 26, 2023.

The applicant’s location – 18 Cavender Street is within 1,000 feet of 3 covered entities, the University of West Georgia located at 80 Jackson Street; Maggie Brown Alternative Middle School located at 24 Clark Street and First Christian Church located at 8 Elm Street. The state’s method of measurement is from “property boundary to property boundary”. Using this method of measurement, the applicant directly abuts the University of West Georgia’s property and is within 0 feet; the applicant is approximately 442 feet away from the First Christian church and the applicant is approximately 563 feet away from Maggie Brown Alternative Middle School. Accordingly, the applicant would need relief from the 1,000-foot distance requirement completely, since it directly abuts the University of West Georgia.

Staff have received no objections to the proposed variance request.

As a matter of information, the city has identified 17 pharmacies operating within the city limits of Newnan. Out of the 17 pharmacies, 10 pharmacy locations are within 1,000 feet of a school or church. 57% of existing pharmacies would need to seek a variance, should they all seek state approval to dispense low THC oil or products.

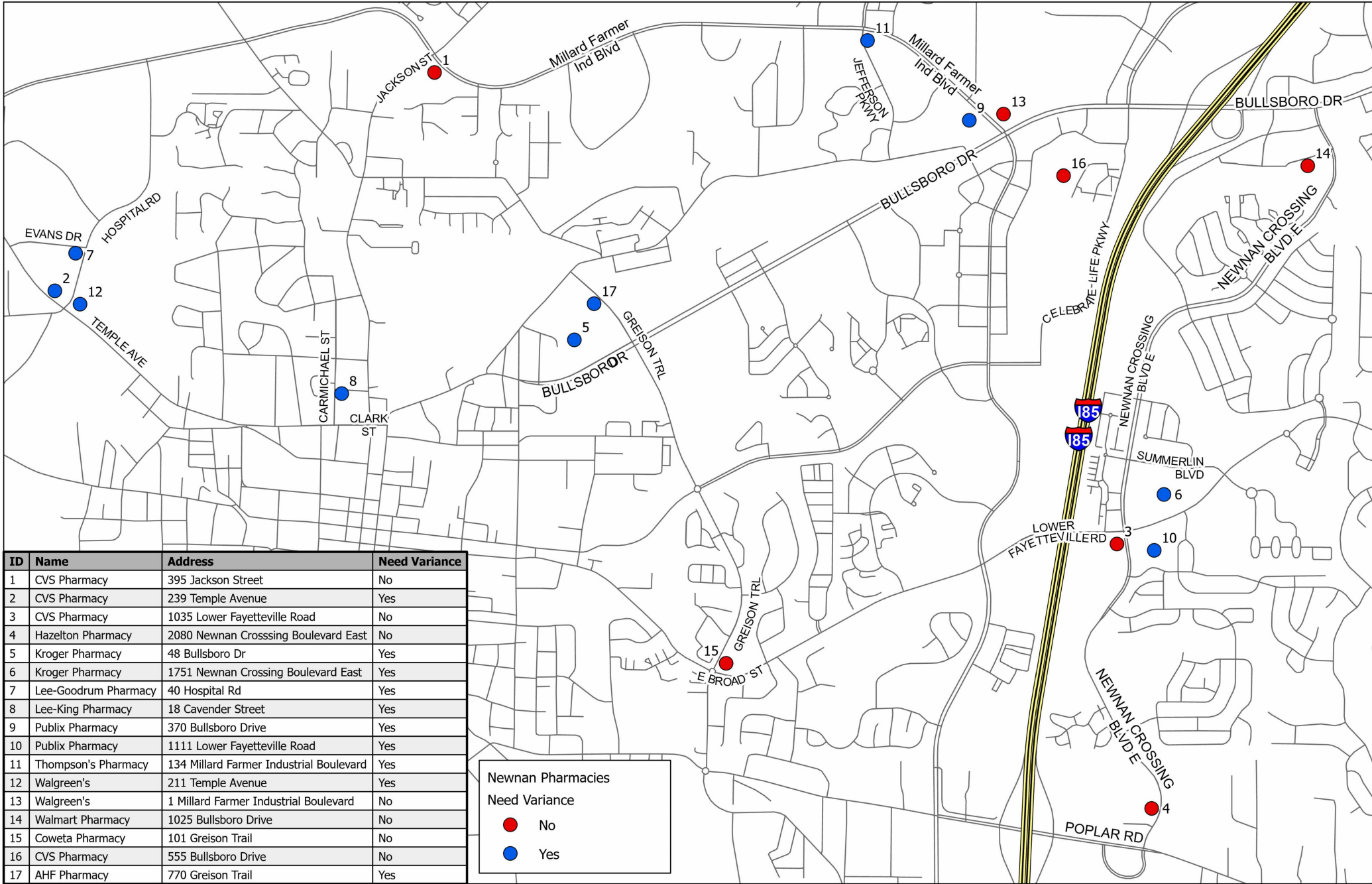
For reference purposes only, staff wanted to make Council apprised that the cities of Douglas, Metter and Thomson Georgia have processed similar variance requests for pharmacies in their jurisdiction seeking approval from the state of Georgia to be licensed as a Medical Cannabis Dispensary. It is our understanding that those variances have been approved within those jurisdictions.

Funding: None

Recommendation: The request qualifies as an authorized variance under our regulations. Relief, if granted, would not, in the opinion of staff, cause substantial determinant of the public good or impair the purpose and intent of the City's Zoning Regulations. As a reminder, this request seeks just a reduction or elimination of the 1,000-foot distance requirement. Final approval on whom receives a license to distribute low THC oil or products rests with the State of Georgia.

Previous Discussion with Council: October 10, 2023- Information memorandum sent to Council





O.C.G.A. § 16-12-215

Copy Citation

Current through the 2022 Regular Session of the General Assembly.

Official Code of Georgia Annotated **TITLE 16 Crimes and Offenses (Chs. 1 – 17) CHAPTER 12**
Offenses Against Public Health and Morals (Arts. 1 – 9) Article 9 Access to Medical Cannabis (Pts. 1 –
3) PART 2 Role of Commission (§§ 16-12-210 – 16-12-226)

16-12-215. Limitation on locations; advertising or marketing prohibited; information available to physicians.

(a) No licensee shall operate in any location, whether for cultivation, harvesting, and processing of marijuana or for processing, manufacturing, packaging, or distributing low THC oil or products, within a 3,000 foot radius of a covered entity, measured from property boundary to property boundary. No dispensing licensee may operate in any location within a 1,000 foot radius of a covered entity, measured from property boundary to property boundary.

Notwithstanding the provisions of this subsection, local governments may, via use of existing zoning powers otherwise provided by law, allow dispensing licensees only to locate in places other than those provided in this subsection so long as such modification is needed to allow retail outlets to be established to service registered patients residing within such local jurisdiction. As used in this subsection, the term "covered entity" means a public or private school; an early care and education program as defined in Code Section 20-1A-2; or a church, synagogue, or other place of public religious worship, in existence prior to the date of licensure of such licensee by the commission or State Board of Pharmacy.

(b) No licensee shall advertise or market low THC oil or products to registered patients or the public; provided, however, that a licensee shall be authorized to provide information regarding its low THC oil and products directly to physicians.

History

Code 1981, § 16-12-215, enacted by Ga. L. 2019, p. 43, § 4/HB 324; Ga. L. 2021, p. 184, § 12/SB 195.



CITY OF NEWNAN, GEORGIA

25 LaGrange Street
Newnan, Georgia 30263
770-254-2354

NEWNAN
GEORGIA

APPLICATION FOR VARIANCE

Name of Applicant Leech Pharmacy, LLC d/b/a Lee King Pharmacy
Mailing Address 18 Cavender St, NEWNAN, GA 30263
Telephone 770-253-1622 E-Mail: mindy@leekingpharmacy.com
Property Owner (Use back if multiple names) Lee & Lee, Inc
Mailing Address 2 Lakeview Dr., NEWNAN, GA 30263
Telephone 770-328-4200
Address/Location of Property 18 Cavender St., NEWNAN, GA 30263
Tax Parcel No: N 06 0005 001
Present Zoning Classification: OI-1 Office & Institutional, low density
Present Land Use Pharmacy
Intended Use Pharmacy and Cannabis Dispensary
LOW-THC OIL

Any person owning property or having a possessory or contract interest in property and the consent of the owner, may file an application for variance in regard to such property with the Board.

If you have any questions concerning this process, you may call the Planning and Zoning Department at (770) 254-2354. Office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. The Board of Zoning Appeals meets on the first Tuesday of each month. Applications must be submitted by 9:00 a.m. at least forty-five (45) days prior to that date. Incomplete applications or applications submitted after the deadline will not be accepted.

I (We) hereby request the following variance from the State of Georgia's 1000 foot provisions of section(s) of the Zoning Ordinance/Subdivision Regulations: distance requirement for a cannabis dispensary from schools and churches.

In order for the Board to consider the request, it must be claimed "application of the Ordinance to the particular piece of property would create an unnecessary hardship". Please answer the following criteria questions:

- SEE ATTACHED EXHIBIT "A"
1. What are the particular provisions or requirements of the Ordinance that prevent the proposed construction on, or use of, the property?
NA
 2. What is the existing zoning of the property, including any previously approved modifications, conditions, or proffers?
OI-1 Office & Institutional, low density

3. What are the special conditions, circumstances or characteristics of the land, building or structure that prevent the use of the land in compliance with the requirements of the Ordinance?

N/A

4. What is the particular hardship that would result if the specified provisions or requirements of the Ordinance were to be applied to the subject property?

N/A

5. What is the minimum extent to which it would be necessary to vary the requirements of the Ordinance in order to permit the proposed construction on, or use of, the property?

N/A

The Board of Zoning Appeals shall base its required findings upon the particular evidence presented in each specific case where the property owner can show:

A. The strict application of the terms of the Ordinance would effectively prohibit or unreasonably restrict utilization of the property because:

- ✓ There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography.
- ✓ Such conditions are peculiar to the particular piece of such property involved.
- ✓ Such conditions were not imposed by the action or will of the owner of the property.
- ✓ The application of the Ordinance to the particular piece of property would create an unnecessary hardship. Such hardship does not include financial hardship in that if the variance were granted, the applicant could receive a higher rate of financial return on the use of the property and without the variance, a lesser but still reasonable return could be realized.
- ✓ Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the Ordinance.

B. The granting of such variance will alleviate a clearly demonstrable hardship approaching confiscation, as distinguished from a special privilege or convenience sought by the applicant.

C. The condition or situation of the property, which give rise to the need for such variance, is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the Ordinance.

Included with the application, the following information is required and must also be furnished in digital, pdf format:

- ✓ Plat of property, illustrating existing development and requested variance.
- ✓ Plans or drawings necessary to illustrate the requested variance.
- ✓ Legal description of property.
- ✓ List of all the names and addresses of all property owners within 250 feet of subject property. This information can be found at the Coweta County Tax Assessors Office.

✓ Check for applicable fees (\$250.00).

I (We) do hereby certify the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand any inaccuracies may be considered just cause for invalidation of this application, and any action taken on this application. I (We) do hereby understand a variance of any requirement does not exempt the development from any other requirements of the Zoning Ordinance, Subdivision Regulations, or other City or State Regulations.

Leech Pharmacy, LLC

Applicant(s) Name(s) (Please Print)

By: Margaret Leech, pham D

Signature of Applicant(s)

MARGARET LEECH, Manager

FOR OFFICIAL USE ONLY

RECEIVED BY Dean Smith

DATE OF FILING 10/2/23

Council
~~BZA~~ MEETING DATE 11/28/23

DATE OF NOTICE PUBLICATION _____

ACTION TAKEN (DATE) _____



City of Newnan, Georgia
Attachment A

Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a variance for property.

Name of Property Owner Lee & Lee, Inc.

Telephone Number 770-328-4200

Address of Subject Property 18 Lavender St.
NEWNAN, GA 30263

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Coweta County, Georgia.

Signature of Property Owner

Personally appeared before me

Robert L. Lee

who swears the information contained
in this authorization is true and correct
to the best of his/her knowledge and
belief.

Notary Public



(Affix Raised Seal Here)

10-2-23

Date



City of Newnan, Georgia
Attachment B

Attorney's Authorization

Note: If an attorney-at-law has prepared this application, please fill out the information below:

I swear as an attorney-at-law, I have been authorized by the owner(s) to file the attached application for a variance of property.

(Signature of Attorney)

Name of Attorney

Theo D. Mann

Address

28 Jackson St.

Newnan, GA 30263

Telephone

770-253-2222

Date

10-2-23

EXHIBIT "A"

The Georgia Board of Pharmacy has partnered with the Georgia Medical Cannabis Commission (GMCC) to allow independent pharmacies in Georgia to apply for specialized licenses to dispense Low-THC oil. This oil will be sold in dispensaries and also at independent pharmacies.

As the owner of Lee King Pharmacy at 18 Cavender Street in Newnan, Georgia, I am seeking a zoning variance to allow me to dispense Low-THC oil although I am within 1000 feet of a covered entity.

The original law states: § 16-12-215. Limitation on locations; advertising or marketing prohibited; information available to physicians

(a) No licensee shall operate in any location, whether for cultivation, harvesting, and processing of marijuana or for processing, manufacturing, packaging, or distributing low THC oil or products, within a 3,000 foot radius of a covered entity, measured from property boundary to property boundary. No dispensing licensee may operate in any location within a 1,000 foot radius of a covered entity, measured from property boundary to property boundary.

Notwithstanding the provisions of this subsection, local governments may, via use of existing zoning powers otherwise provided by law, allow dispensing licensees only to locate in places other than those provided in this subsection so long as such modification is needed to allow retail outlets to be established to service registered patients residing within such local jurisdiction. As used in this subsection, the term "covered entity" means a public or private school; an early care and education program as defined in Code Section 20-1A-2; or a church, synagogue, or other place of public religious worship, in existence prior to the date of licensure of such licensee by the commission or State Board of Pharmacy.

Access to these new forms of treatment will be of great benefit to the citizens of the City of Newnan while allowing them to continue to trade with essential small business within the city, rather than seeking elsewhere. This will improve the health and lives of many who qualify for and obtain the necessary Low-THC card and prescription.

Per GMCC minutes from May 2023 meeting, at least 28,491 patients are already on Georgia's Low-THC Oil Registry, and the list is growing daily. As an independent pharmacy, we work to assist patients with many of the qualifying conditions or diseases that are eligible to be on the registry. Conditions include:

- Cancer
- Seizure disorder
- Parkinson's disease
- Alzheimer's
- Peripheral neuropathy
- Autism
- Intractable pain
- Post Traumatic Stress Disorder

Access to Low-THC oil will be of great benefit to those individuals and our city. This is not the complete list of qualifying conditions, but it can be found at the below linked DPH website. I am confident that we have many people in the city of Newnan that have obtained or will be obtaining a Low-THC oil card and need access to the medication. Lee-King Pharmacy is conveniently located downtown, has been a foundation of small business in Newnan for generations, and provides unmatched customer experience. We have been working with the Georgia Pharmacy Association to increase the amount of continuing education for pharmacists,

technicians, and medical providers in the field of medical marijuana, and I hope to be on the forefront of this line of treatment as it begins to help Georgians. Currently, the only dispensary for Low-THC oil is located in unincorporated Coweta County and Newnan needs a location within the city limits to serve our citizens. Having this commerce within the city limits is in the best interest of both the citizens of Newnan and our local government.

The process for obtaining a Low-THC card is quite rigorous, and patients must have a visit with a doctor before receiving their card. Patients must also must have a prescription for the low-THC oil. It will be treated as a medication in the pharmacy, just like all of the other hundreds of medications stocked regularly and subjected to inspections from the Board of Pharmacy, including the Georgia Drugs and Narcotics Agency.

Thank you for your consideration, and please let me know if there are any other questions.

Respectfully,

Mindy Leech, PharmD, Owner
Lee King Pharmacy

References:

GA - GAC

Low THC Oil Registry | Georgia Department of Public Health

GA Access to Medical Cannabis Commission

GEORGIA, COWETA

COUNTY.

 Coweta County, Georgia
 Real Estate Transfer Tax
 Paid \$ 25.00
 Date September 2, 1970
 Wallace Dray
 Clerk of Superior Court

For and in consideration of the sum of

--Five Dollars and other valuable considerations----

Dollars.

in hand paid, the receipt of which is hereby acknowledged, We, William F. Lee and

Robert L. Lee

 of the county of Coweta, State of Georgia, do hereby give, grant,
 sell, alien and convey unto LEE & LEE, INC.

of the county of Coweta, State of Georgia

heirs and assigns, the following property, to-wit:

All that certain tract or parcel of land lying and being in the City of Newnan, Coweta County, Georgia on the southerly side of Cavender Street, and the easterly side of Carmical Street, and being more particularly described as follows:

Begin at the point which would mark the intersection of the Southerly side of Cavender Street with the Easterly side of Carmical Street, if said streets were projected to form an angle instead of a curve, and thence South 0 degrees 59 minutes West along the Easterly side of Carmical Street 71 feet to an iron pin; thence South 83 degrees 1 minute East along property of Mrs. Effie Davis 60 feet to an aluminum pin; thence continuing along property of Mrs. Effie Davis South 1 degree 14 minutes West 13 feet to an aluminum pin; thence continuing along property of Mrs. Effie Davis South 86 degrees 27 minutes East 69.5 feet to an aluminum pin; thence continuing South 86 degrees 27 minutes East along property of Newnan Hospital 50 feet to an aluminum pin; thence North 0 degrees 10 minutes West along property of Newnan Hospital 95.42 feet to an aluminum pin on the southerly side of Cavender Street; thence North 88 degrees 44 minutes West along the southerly side of Cavender Street 55.5 feet to an aluminum pin; thence continuing along the southerly side of Cavender Street North 89 degrees 3 minutes West 121.6 feet to the point which would form the intersection of the southerly side of Cavender Street with the Easterly side of Carmical Street, if said streets were projected to form an angle instead of a curve, according to map and survey by J. William Ozmore dated 4/28/70 entitled property of Newnan Hospital et al, a copy of which is recorded in Plat Book 13, Page 304, Coweta County, Georgia records. Said property is subject to the rights of way of Carmical and Cavender Streets at the Northwest corner, and is denominated Tract 2 and Tract 3 on said plat.

together with all privileges and appurtenances thereto in anywise belonging in fee simple.

And the said vendor s will, and ~~his~~ their heirs, executors, administrators, successors and assigns shall, the said property to the said vendee his its ~~heirs, executors, administrators, successors~~ and assigns, forever warrant and defend against the lawful demands of all persons whatever.

IN WITNESS WHEREOF, The said William F. Lee and Robert L. Lee

 has hereunto set ~~his~~ their hands, affixed ~~his~~ their seals, and delivered these presents this
 day of July 19 70

Signed, sealed and delivered in presence of us:

 Notary Public, State of Georgia
 John H. Williams
 W. B. Davis Jr.

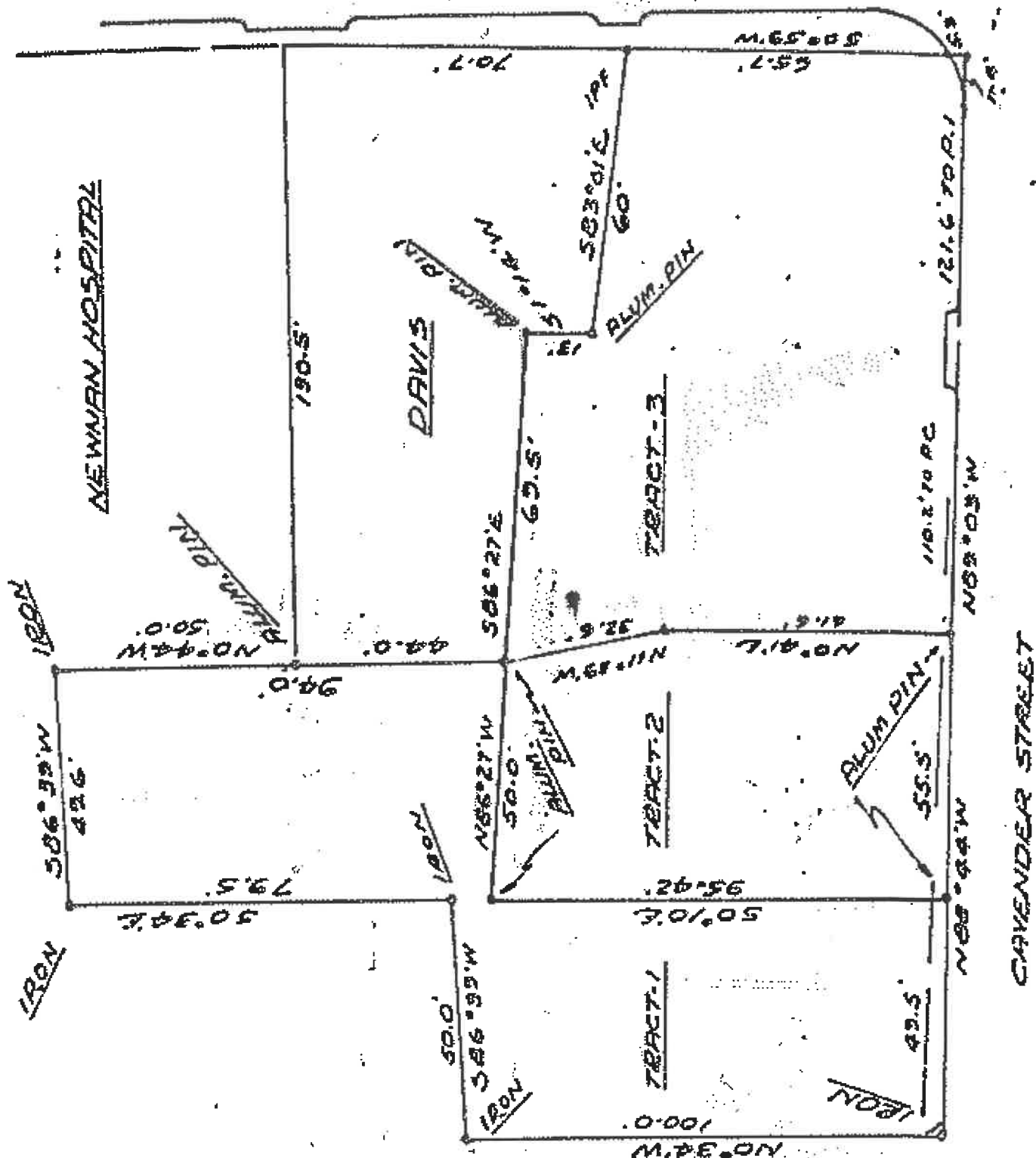
 (SEAL)
 (SEAL)

GEORGIA, COWETA COUNTY, CLERK SUPERIOR COURT

 Filed in office, this 2 day of September
 1970, at 9:30 A.M. Recorded in Book
 Page 391, this 2 day of September 1970
 Wallace Dray
 Clerk

BOOK 179 PAGE 391

CHARMICAL STREET



List of property owners within 250 feet of 18 Cavender Street

1270 Spring Street, LLC
133 Luckie Street, 8th Floor
Atlanta, GA 30303

75 Jackson, LLC
P.O. Box 1058
Newnan, GA 30264

Board of Regents of the University
System of Georgia
270 Washington St. SW
Atlanta, GA 30334

Katheen Ann England
32 Carmichael Street
Newnan, GA 30263

Susan Hunter
1 Carmichael Circle
Newnan, GA 30263

Lee & Lee, Inc.
2 Lakeview Drive
Newnan, GA 30263

Dana Lavonia Meade Estate
c/o Debbie Mapp & Mary Dean
18 Carmichael Street
Newnan, GA 30263

Eric Kirby Smith
34 Carmichael Street
Newnan, GA 30263

PROPERTY OWNER NOTIFICATION



DATE: October 23, 2023

- **Subject:** Variance Request – Leech Pharmacy, d/b/a Lee-King Pharmacy 18 Cavender Street, Newnan, GA 30263

In accordance with the Zoning Ordinance, you are being notified that Leech Pharmacy, LLC, d/b/a Lee-King Pharmacy, has filed a petition for a Variance Request relating to an application with the State of Georgia's Pharmacy Board for the dispensation of low THC oil or products from its location at 18 Cavender Street.

The Mayor and City Council for Newnan, GA will hold a Public Hearing at Newnan City Hall, Richard A. Bolin Council Chambers, on **Tuesday, November 28, 2023 at 6:30 p.m.** in accordance with zoning and public hearing procedures for the City of Newnan, the State of Georgia and the City of Newnan's Zoning Ordinance to consider an application request by Leech Pharmacy, LLC for a Variance Request as outlined in O.C.G.A. 16-12-215 (a) regarding a 1,000 foot proximity requirement from "covered entities"- (private/public schools and religious places of worship) for the dispensation of low THC products at the property located at 18 Cavender Street, Newnan, GA 30263.

The purpose of this meeting is to hear public comments for and/or against to allow a Variance Request as outlined in O.C.G.A 16-12-25 (a). Pursuant to the City of Newnan's Zoning Ordinance, all property owners within 250 feet of the subject sites must be notified in writing. You may provide comments, if you so wish, in person at the scheduled public hearing of the Mayor and City Council of the City of Newnan on **November 28, 2023 at 6:30p.m.** in the Richard A. Bolin Council Chambers, City Hall, 25 LaGrange Street. The Mayor and City Council will take action for and/or against the above variance request at this hearing.

This application for appeal is available for public inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday in the Planning & Zoning Department, 2nd Floor, City Hall.

If you have any questions, please contact the undersigned at 678-673-5496 or by email at dsmith@newnanga.gov.

Sincerely,

A handwritten signature in black ink, reading 'Dean C. Smith', followed by a vertical line.

Dean Smith, Senior Planner
Planning & Zoning Department

AFFP
80392- Leech Pharmacy

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF COWETA }

SS

NOTICE

The Mayor and City Council for the City of Newnan will hold a Public Hearing on Tuesday, November 28, 2023 at 6:30 p.m. in the Richard A. Bolin Council Chambers of City Hall located at 25 Lagrange Street, Newnan, GA 30263. The purpose of the hearing is to receive public comment on a proposed variance request by Leech Pharmacy, d/b/a Lee-King Pharmacy. The request, pursuant to O.C.G.A. 16-12-215 (a), regards proximity to covered entities for the dispensation of low THC products. The property is located at 18 Cavender Street and is zoned Office and Institutional, Low Density (OI-1). All information related to this proposal shall be available for public inspection Monday through Friday from 8:00 a.m. to 5:00 p.m. in the Planning & Zoning Department located on the second floor of City Hall at 25 LaGrange Street. No.80392-10-25

C. Clayton Neely & Elizabeth C. Neely, being duly sworn, says:

That he is Co-Publishers of the Newnan Times-Herald, a daily newspaper of general circulation, printed and published in Newnan, Coweta County, Georgia; that the publication, a copy of which is attached hereto, was

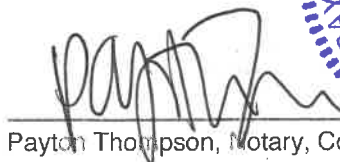
October 25, 2023

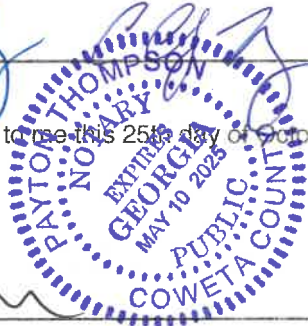
That said newspaper was regularly issued and circulated on those dates.

SIGNED:


Co-Publishers

Subscribed to and sworn to me this 25th day of October 2023.


Payton Thompson, Notary, Coweta County, Georgia



My commission expires: May 10, 2025

02101594 00136987

Samantha Wood
City of Newnan Legals
P. O. Box 1193
NEWNAN, GA 30264





City of Newnan, Georgia - Memorandum

To: Mayor and City Council

From: Dean Smith

Date: October 10, 2023

RE: Medical Marijuana Dispensary Variances

The City has received calls from several local independent pharmacists who are applying with the State of Georgia Pharmacy Board for approval to be a State licensed medical marijuana or cannabis dispensary, distributing “low THC products”, i.e. oils and creams. If approved, the low THC products would be classified as a scheduled drug and would be dispensed as other scheduled drugs routinely handled by licensed pharmacies with all of the same safeguards and measures, e.g., prescription-based dispensations.

The current state law stipulates that a medical marijuana dispensary cannot operate within 1,000 feet of a school (public or private) and any churches, synagogues or other places of worship. However, there is a provision that enables local governments, via use of existing zoning powers, to allow dispensaries to operate within the 1,000-foot radius.

The Cities of Metter and Thomson have recently held public hearings on variances from local pharmacies in their area to reduce the 1,000-foot distance requirement imposed by the state law and therefore allow the pharmacies in their jurisdiction to continue with their application with the state.

On November 28, 2023, we are scheduling a public hearing for two local pharmacies (Lee-King and Lee-Goodrum) who have filed with our office variance application seeking relief from the 1,000-foot distance requirement. As City Council is the recognized zoning authority, it is appropriate to bring these requests before the Council for the distance reduction request only. Ultimately, the State of Georgia will decide on who receives a license to distribute medical marijuana.

As this will be a new process for all of us, we wanted to provide you with a “heads up” and to ask any questions prior to the hearing on November 28th.



City of Newnan, Georgia - Mayor and Council

Date: November 28, 2023

Agenda Item: Public Hearing – Distance requirement variance request for the dispensation of low THC oil or products.

Prepared By: Dean Smith, Senior Planner

Purpose: To consider a variance for relief from the requirement, under state law, O.C.G.A 16-12-215 (a), that low THC oil or product dispensaries be a minimum distance of 1,000 feet from any “covered entity” which is defined as a school (private or public) or a religious place of worship.

Background: Tarpley Drug Company, Inc., d/b/a Lee-Goodrum Pharmacy, is seeking a variance to be within 1,000 feet of a school in order to continue to pursue their application with the State of Georgia for approval to become a Medical Cannabis Dispensary for low THC oil and products. The final authority on the issuance of the license will be the State of Georgia; however, as part of the application process and rules relating to qualifying with the State for consideration, a potential location cannot be within 1,000 feet of either a school or a religious place of worship. The state statute does provide that a licensee applicant can have this distance requirement modified by their local government, “via use of existing zoning powers”. This particular instance, the zoning power is the variance procedure as set out in the City of Newnan’s Zoning Ordinance Article 11 – Appeals. City Council is the local zoning authority to hear this particular variance request. In accordance with city ordinance, the variance request before City Council was processed in accordance with city regulations. This process included: 1). notification of the request to all property owners within 250 feet; 2). Legal advertisement in the local legal organ, the Newnan Times-Herald, on October 25, 2023 and 3). A sign posted on the subject property advertising the variance and the hearing date on October 26, 2023.

The applicant’s location – 40 Hospital Road is within 1,000 feet of Evans Middle School located at 41 Evans Drive. The state’s method of measurement is from “property boundary to property boundary”. Using this method of measurement, the applicant is approximately 90 feet away from Evans Middle School. Accordingly, the applicant would need relief from the 1,000-foot distance requirement completely, since it is approximately 90 feet from Evans Middle School.

Staff have received no objections to the proposed variance request.

As a matter of information, the city has identified 17 pharmacies operating within the city limits of Newnan. Out of the 17 pharmacies, 10 pharmacy locations are within 1,000 feet of a school or church. 57% of existing pharmacies would need to seek a variance, should they all seek state approval to dispense low THC oil or products.

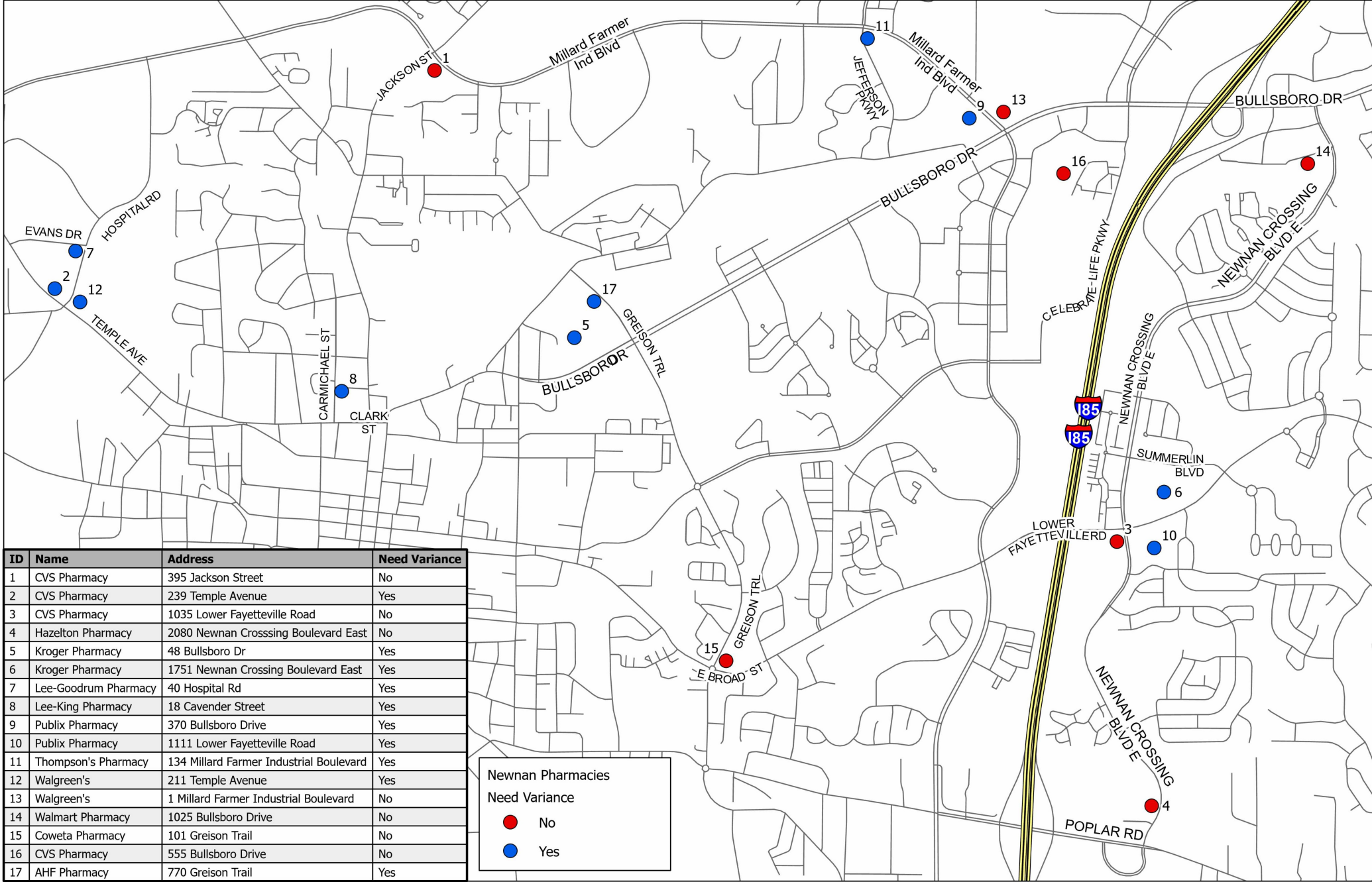
For reference purposes only, staff wanted to make Council apprised that the cities of Douglas, Metter and Thomson Georgia have processed similar variance requests for pharmacies in their jurisdiction seeking approval from the state of Georgia to be licensed as a Medical Cannabis Dispensary. It is our understanding that those variances have been approved within those jurisdictions.

Funding: None

Recommendation: The request qualifies as an authorized variance under our regulations. Relief, if granted, would not, in the opinion of staff, cause substantial determinant of the public good or impair the purpose and intent of the City's Zoning Regulations. As a reminder, this request seeks just a reduction or elimination of the 1,000-foot distance requirement. Final approval on whom receives a license to distribute low THC oil or products rests with the State of Georgia.

Previous Discussion with Council: October 10, 2023- Information memorandum sent to Council





ID	Name	Address	Need Variance
1	CVS Pharmacy	395 Jackson Street	No
2	CVS Pharmacy	239 Temple Avenue	Yes
3	CVS Pharmacy	1035 Lower Fayetteville Road	No
4	Hazelton Pharmacy	2080 Newnan Crosssing Boulevard East	No
5	Kroger Pharmacy	48 Bullsboro Dr	Yes
6	Kroger Pharmacy	1751 Newnan Crossing Boulevard East	Yes
7	Lee-Goodrum Pharmacy	40 Hospital Rd	Yes
8	Lee-King Pharmacy	18 Cavender Street	Yes
9	Publix Pharmacy	370 Bullsboro Drive	Yes
10	Publix Pharmacy	1111 Lower Fayetteville Road	Yes
11	Thompson's Pharmacy	134 Millard Farmer Industrial Boulevard	Yes
12	Walgreen's	211 Temple Avenue	Yes
13	Walgreen's	1 Millard Farmer Industrial Boulevard	No
14	Walmart Pharmacy	1025 Bullsboro Drive	No
15	Coweta Pharmacy	101 Greison Trail	No
16	CVS Pharmacy	555 Bullsboro Drive	No
17	AHF Pharmacy	770 Greison Trail	Yes

O.C.G.A. § 16-12-215

Copy Citation

Current through the 2022 Regular Session of the General Assembly.

Official Code of Georgia Annotated **TITLE 16 Crimes and Offenses (Chs. 1 – 17) CHAPTER 12**
Offenses Against Public Health and Morals (Arts. 1 – 9) Article 9 Access to Medical Cannabis (Pts. 1 –
3) PART 2 Role of Commission (§§ 16-12-210 – 16-12-226)

16-12-215. Limitation on locations; advertising or marketing prohibited; information available to physicians.

(a) No licensee shall operate in any location, whether for cultivation, harvesting, and processing of marijuana or for processing, manufacturing, packaging, or distributing low THC oil or products, within a 3,000 foot radius of a covered entity, measured from property boundary to property boundary. No dispensing licensee may operate in any location within a 1,000 foot radius of a covered entity, measured from property boundary to property boundary.

Notwithstanding the provisions of this subsection, local governments may, via use of existing zoning powers otherwise provided by law, allow dispensing licensees only to locate in places other than those provided in this subsection so long as such modification is needed to allow retail outlets to be established to service registered patients residing within such local jurisdiction. As used in this subsection, the term "covered entity" means a public or private school; an early care and education program as defined in Code Section 20-1A-2; or a church, synagogue, or other place of public religious worship, in existence prior to the date of licensure of such licensee by the commission or State Board of Pharmacy.

(b) No licensee shall advertise or market low THC oil or products to registered patients or the public; provided, however, that a licensee shall be authorized to provide information regarding its low THC oil and products directly to physicians.

History

Code 1981, § 16-12-215, enacted by Ga. L. 2019, p. 43, § 4/HB 324; Ga. L. 2021, p. 184, § 12/SB 195.



CITY OF NEWNAN, GEORGIA

25 LaGrange Street
Newnan, Georgia 30263
770-254-2354

NEWNAN
GEORGIA

APPLICATION FOR VARIANCE

Name of Applicant Tarpley Drug Company Inc dba Lee-Goodrum Pharmacy

Mailing Address 40 Hospital Road Newnan, GA. 30263

Telephone 770-253-1121 E-Mail: casey@leegoodrum.com

Property Owner (Use back if multiple names) B&P Lee Properties Inc

Mailing Address 2 Lakeview Dr Newnan, GA 30263

Telephone 770-328-4200

Address/Location of Property 40 Hospital Road Newnan, GA. 30263

Tax Parcel No: N41 0005 007

Present Zoning Classification: CGN in a BEQ overlay

Present Land Use Pharmacy

Intended Use Pharmacy

Any person owning property or having a possessory or contract interest in property and the consent of the owner, may file an application for variance in regard to such property with the Board.

If you have any questions concerning this process, you may call the Planning and Zoning Department at (770) 254-2354. Office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. The Board of Zoning Appeals meets on the first Tuesday of each month. Applications must be submitted by 9:00 a.m. at least forty-five (45) days prior to that date. Incomplete applications or applications submitted after the deadline will not be accepted.

I (We) hereby request the following variance from the provisions of section(s) O.C.G.A. § 16-12-215. of the Zoning Ordinance/Subdivision Regulations: Limitation on locations for dispensing THC oil or products

In order for the Board to consider the request, it must be claimed "application of the Ordinance to the particular piece of property would create an unnecessary hardship". Please answer the following criteria questions:

1. What are the particular provisions or requirements of the Ordinance that prevent the proposed construction on, or use of, the property?
No dispensing license may operate in any location within a 1,000ft radius of a covered entity, measured from property boundary to property boundary.
Covered entity= public school in this case
2. What is the existing zoning of the property, including any previously approved modifications, conditions, or proffers?
CGN in a BEQ overlay

3. What are the special conditions, circumstances or characteristics of the land, building or structure that prevent the use of the land in compliance with the requirements of the Ordinance?
Evans Middle School is located within 1000ft of the building.
4. What is the particular hardship that would result if the specified provisions or requirements of the Ordinance were to be applied to the subject property?
The pharmacy would be denied a license to dispense THC/Cannabis products if the ordinance is applied to the subject property without a variance. This would also restrict other independents in Newnan which could lead to difficulties for patients to acquire these medications.
5. What is the minimum extent to which it would be necessary to vary the requirements of the Ordinance in order to permit the proposed construction on, or use of, the property?
A variance allowing for a pharmacy to dispense THC/Cannabis products within 1000ft of a public school or by decreasing the 1000ft minimum required.

The Board of Zoning Appeals shall base its required findings upon the particular evidence presented in each specific case where the property owner can show:

- A. The strict application of the terms of the Ordinance would effectively prohibit or unreasonably restrict utilization of the property because:
- ✓ There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography.
 - ✓ Such conditions are peculiar to the particular piece of such property involved.
 - ✓ Such conditions were not imposed by the action or will of the owner of the property.
 - ✓ The application of the Ordinance to the particular piece of property would create an unnecessary hardship. Such hardship does not include financial hardship in that if the variance were granted, the applicant could receive a higher rate of financial return on the use of the property and without the variance, a lesser but still reasonable return could be realized.
 - ✓ Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the Ordinance.
- B. The granting of such variance will alleviate a clearly demonstrable hardship approaching confiscation, as distinguished from a special privilege or convenience sought by the applicant.
- C. The condition or situation of the property, which give rise to the need for such variance, is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the Ordinance.

Included with the application, the following information is required and must also be furnished in digital, pdf format:

- ✓ Plat of property, illustrating existing development and requested variance.
- ✓ Plans or drawings necessary to illustrate the requested variance.
- ✓ Legal description of property.
- ✓ List of all the names and addresses of all property owners within 250 feet of subject property. This information can be found at the Coweta County Tax Assessors Office.

✓ Check for applicable fees (\$250.00).

I (We) do hereby certify the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand any inaccuracies may be considered just cause for invalidation of this application, and any action taken on this application. I (We) do hereby understand a variance of any requirement does not exempt the development from any other requirements of the Zoning Ordinance, Subdivision Regulations, or other City or State Regulations.

Casey Tarpley on behalf of Tarpley Drug Company Inc dba Lee-Goodrum Pharmacy

Applicant(s) Name(s) (Please Print)



Signature of Applicant(s)

FOR OFFICIAL USE ONLY

RECEIVED BY Dean Smith

DATE OF FILING 10/4/23

Council
~~BZA~~ MEETING DATE 11/28/23

DATE OF NOTICE PUBLICATION _____

ACTION TAKEN (DATE) _____



City of Newnan, Georgia
Attachment A

Property Owner's Authorization

The undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a variance for property.

Name of Property Owner B & P Lee Properties Inc (Robert Lee-Officer)

Telephone Number 770-328-4200

Address of Subject Property 40 Hospital Road Newnan, GA. 30263

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Coweta County, Georgia.

Signature of Property Owner

Personally appeared before me

who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public



(Affix Raised Seal Here)

Date

01317
0227

FILED IN OFFICE
CLERK OF
SUPERIOR/STATE/JUVENILE
COURT

98 NOV -9 PM 1:51

COWETA COUNTY, GA
JOAN G. GRIFFIES, CLERK

BOOK 1317 PAGE 0227

PREPARED BY:
WOOD, ODOM & EDGE, P.A.
P.O. DRAWER 1608
NEWNAN, GA 30264

QUIT-CLAIM DEED

9810164A

GEORGIA, COWETA COUNTY.

IN CONSIDERATION OF other valuable consideration and Ten (\$10.00) Dollars, receipt whereof is hereby acknowledged, COWETA COUNTY DEVELOPMENT AUTHORITY, first party, do hereby remise, release and forever quit-claim unto LEE & LEE, INC., GEORGIA, second party, ITS successors and assigns, all of the rights, title, interest and equity first party owns or has in and to the following described property, to-wit:

All that tract or parcel of land containing .75 of an acre situate, lying and being in Land Lot 38 of the Fifth Land District of Coweta County, Georgia, and in the City of Newnan and being more particularly described, as follows:

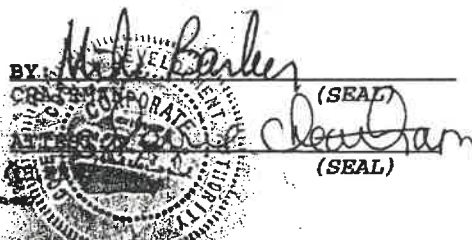
BEGINNING at an aluminum pipe on the south right of way line of Evans Drive bearing N 84°19' W 40 feet from an aluminum pipe at the intersection made by the easterly extension of the south right of way line of Evans Drive with the northerly extension of the west right of way line of Hospital Road, and running thence S 34°23' E 51.49 feet to the west right of way line of Hospital Road; thence S 15°33' W along the west right of way line of Hospital Road 159.50 feet to an iron pin; thence N 74°27' W 167.79 feet; thence N 5°41' E 167.79 feet to an iron pin set on the south right of way line of Evans Drive; thence S 84°19' E along the south right of way line of Evans Drive 159.50 feet to the beginning point, as shown by plat of survey for Bobby Lee made by John R. Christopher, Registered Land Surveyor, dated September 22, 1983, and recorded in Plat Book 32, Pg. 281, in the Office of the Clerk of the Superior Court of Coweta County, Georgia, to which plat reference is hereby made for a more accurate description of the property herein conveyed.

together with all rights, privileges and appurtenances thereto belonging in fee simple.

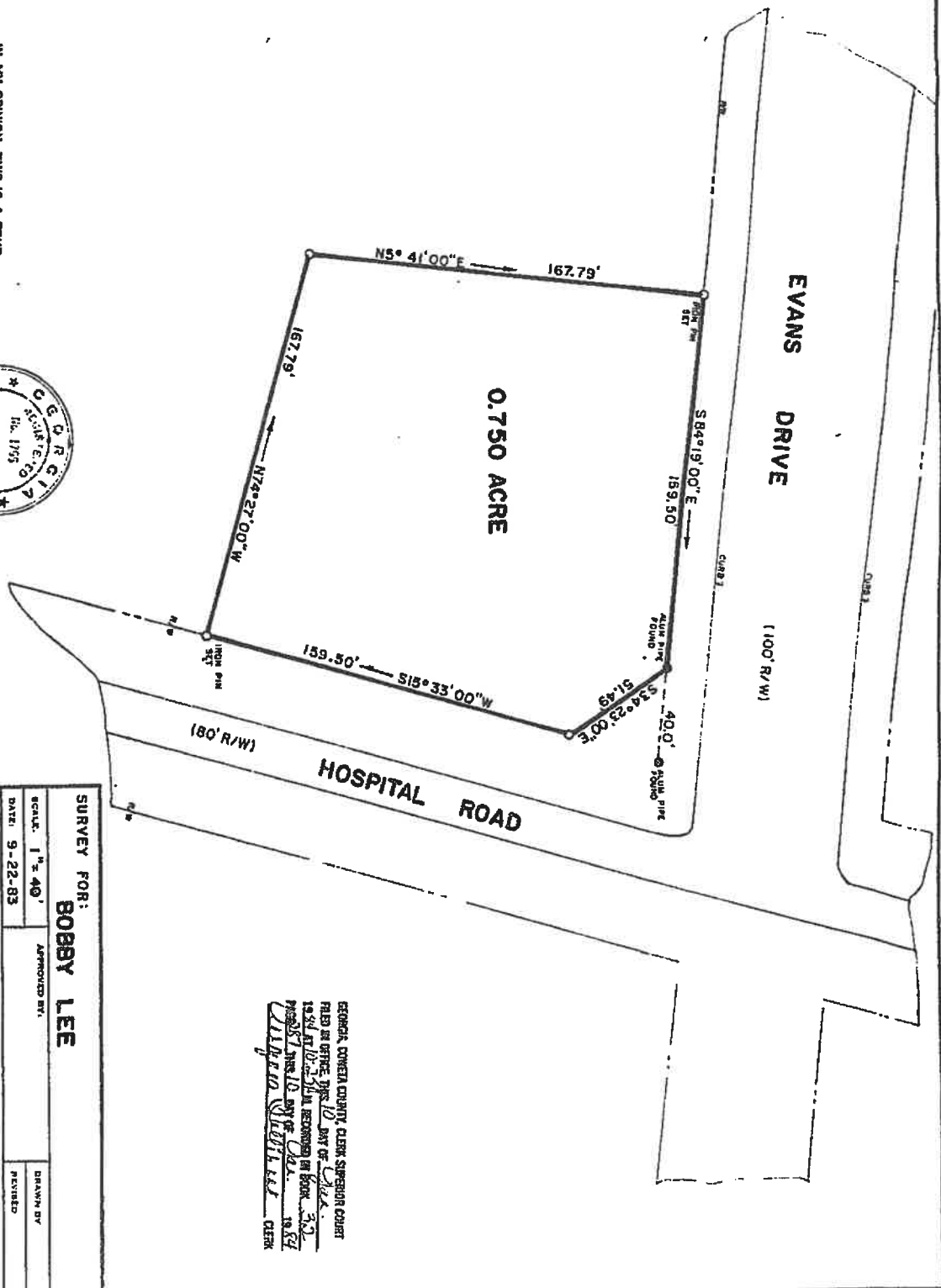
TO HAVE AND TO HOLD said property, so that neither first party, nor successors or assigns, nor any other person holding under first party, shall have any right, title, interest or equity the same.

IN WITNESS WHEREOF, the said first party has hereunto set its hand and seal and delivered these presents this 5th day of OCTOBER, 1998.

COWETA COUNTY DEVELOPMENT AUTHORITY



IN MY OPINION, THIS IS A TRUE AND CORRECT REPRESENTATION OF THE PLATTED PROPERTY AND HAS BEEN PREPARED IN CONFORMITY WITH THE STANDARDS AND REQUIREMENTS OF LAW



GEORGIA, COWETA COUNTY, CLERK SUPERIOR COURT
FILED IN OFFICE, MAY 10, 1984
1984 FILED IN RECORDS IN BOOK 32
PAGE 10 BY CLERK
Clerk Superior Court

SURVEY FOR:	
BOBBY LEE	
SCALE: 1" = 40'	APPROVED BY:
DATE: 9-22-83	REVIEWED
LL 38 L O 5 CITY OF NEWMAN	
COWETA COUNTY GEORGIA	
SURVEY BY:	DRAWING NUMBER
Chas. E. Shingleton	79100

List of property owners within 250 feet of 40 Hospital Road

B & P Lee Properties, Inc.
2 Lakeview Drive
Newnan, GA 30263

Intouch Properties, LLC
P.O. Box 210999
Montgomery, AL 36121

John Hardy Jones
252 Smokerise Trce
Peachtree City, GA 30269

Peapod Holdings, LLC
32 Hospital Road
Newnan, GA 30263

RAE Management, LLC
4101 Commonwealth Circle
Newnan, GA 30263

Coweta County School System
167 Werz Industrial Drive
Newnan, GA 30263

Coweta County
Administrator
22 East Broad Street
Newnan, GA 30263

PROPERTY OWNER NOTIFICATION



DATE: October 23, 2023

- **Subject:** Variance Request – Tarpley Drug Company, Inc., d/b/a Lee-Goodrum Pharmacy 40 Hospital Road, Newnan, GA 30263

In accordance with the Zoning Ordinance, you are being notified that Tarpley Drug Company, Inc., d/b/a Lee-Goodrum Pharmacy, has filed a petition for a Variance Request relating to an application with the State of Georgia's Pharmacy Board for the dispensation of low THC oil or products from its location at 40 Hospital Road.

The Mayor and City Council for Newnan, GA will hold a Public Hearing at Newnan City Hall, Richard A. Bolin Council Chambers, on **Tuesday, November 28, 2023 at 6:30 p.m.** in accordance with zoning and public hearing procedures for the City of Newnan, the State of Georgia and the City of Newnan's Zoning Ordinance to consider an application request by Tarpley Drug Company, Inc. for a Variance Request as outlined in O.C.G.A. 16-12-215 (a) regarding a 1,000 foot proximity requirement from "covered entities"- (private/public schools and religious places of worship) for the dispensation of low THC products at the property located at 40 Hospital Road, Newnan, GA 30263.

The purpose of this meeting is to hear public comments for and/or against to allow a Variance Request as outlined in O.C.G.A 16-12-25 (a). Pursuant to the City of Newnan's Zoning Ordinance, all property owners within 250 feet of the subject sites must be notified in writing. You may provide comments, if you so wish, in person at the scheduled public hearing of the Mayor and City Council of the City of Newnan on **November 28, 2023 at 6:30p.m.** in the Richard A. Bolin Council Chambers, City Hall, 25 LaGrange Street. The Mayor and City Council will take action for and/or against the above variance request at this hearing.

This application for appeal is available for public inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday in the Planning & Zoning Department, 2nd Floor, City Hall.

If you have any questions, please contact the undersigned at 678-673-5496 or by email at dsmith@newnanga.gov.

Sincerely,

A handwritten signature in black ink, reading 'Dean C. Smith', followed by a vertical line.

Dean Smith, Senior Planner
Planning & Zoning Department

AFFP

80393- Tarpley Drug Company

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF COWETA }

SS

NOTICE

The Mayor and City Council for the City of Newnan will hold a Public Hearing on Tuesday, November 28, 2023 at 6:30 p.m. in the Richard A. Bolin Council Chambers of City Hall, located at 25 LaGrange Street, Newnan, GA 30263. The purpose of the hearing is to receive public comment on a proposed variance request by Tarpley Drug Company, Inc., d/b/a Lee-Goodrum Pharmacy. The request, pursuant to O.C.G.A. 16-12- 215 (a), regards proximity to covered entities for the dispensation of low THC products. The property is located at 40 Hospital Road and is zoned General Commercial District (CGN). All information related to this proposal shall be available for public inspection Monday through Friday from 8:00 a.m. to 5:00 p.m. in the Planning & Zoning Department, located on the second floor of City Hall at 25 LaGrange Street.
No.80393-10-25

C. Clayton Neely & Elizabeth C. Neely, being duly sworn, says:

That he is Co-Publishers of the Newnan Times-Herald, a daily newspaper of general circulation, printed and published in Newnan, Coweta County, Georgia; that the publication, a copy of which is attached hereto, was

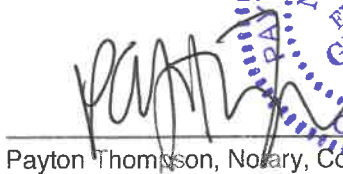
October 25, 2023

That said newspaper was regularly issued and circulated on those dates.

SIGNED:


Co-Publishers

Subscribed to and sworn to me this 25th day of October 2023.


Payton Thompson, Notary, Coweta County, Georgia

My commission expires: May 10, 2025

02101594 00136988

Samantha Wood
City of Newnan Legals
P. O. Box 1193
NEWNAN, GA 30264





City of Newnan, Georgia - Memorandum

To: Mayor and City Council

From: Dean Smith

Date: October 10, 2023

RE: Medical Marijuana Dispensary Variances

The City has received calls from several local independent pharmacists who are applying with the State of Georgia Pharmacy Board for approval to be a State licensed medical marijuana or cannabis dispensary, distributing “low THC products”, i.e. oils and creams. If approved, the low THC products would be classified as a scheduled drug and would be dispensed as other scheduled drugs routinely handled by licensed pharmacies with all of the same safeguards and measures, e.g., prescription-based dispensations.

The current state law stipulates that a medical marijuana dispensary cannot operate within 1,000 feet of a school (public or private) and any churches, synagogues or other places of worship. However, there is a provision that enables local governments, via use of existing zoning powers, to allow dispensaries to operate within the 1,000-foot radius.

The Cities of Metter and Thomson have recently held public hearings on variances from local pharmacies in their area to reduce the 1,000-foot distance requirement imposed by the state law and therefore allow the pharmacies in their jurisdiction to continue with their application with the state.

On November 28, 2023, we are scheduling a public hearing for two local pharmacies (Lee-King and Lee-Goodrum) who have filed with our office variance application seeking relief from the 1,000-foot distance requirement. As City Council is the recognized zoning authority, it is appropriate to bring these requests before the Council for the distance reduction request only. Ultimately, the State of Georgia will decide on who receives a license to distribute medical marijuana.

As this will be a new process for all of us, we wanted to provide you with a “heads up” and to ask any questions prior to the hearing on November 28th.



To: Mayor and Council

Date: November 28, 2023

Agenda Item: Consideration of Exercising Phase 2 of Contract with Pond & Company for Farmer Street Cemetery Improvements

Prepared By: Hasco Craver, Assistant City Manager

Purpose:

Newnan City Council may review the final design concept developed by Pond & Company and consider exercising Phase 2 of the current contract allowing for the development of construction documents for the proposed improvements.

Background:

The Farmer Street Cemetery Commission, a Newnan City Council appointed group of community volunteers, beginning nearly three years ago, initiated a process designed to protect, preserve and promote the Farmer Street Cemetery. Over time, the commission has hosted several community information gathering meetings, engaged an archeological firm (PaleoWest) responsible for using ground penetrating radar to locate burial sites, secured a surveyor to clearly delineate the site's boundary, and hired a group to perform a literature review of any known historical texts that may bring a greater understanding of the cemetery. Upon completing the aforementioned, the commission approached the Newnan City Council seeking support to hire an architecture firm responsible for leading an effort to consider and produce conceptual designs for the future improvement of the cemetery. The City of Newnan entered into a contract with Pond & Company in spring 2023. Over the next several months, Pond & Company hosted a community meeting (survey results attached herein), developed a website to gather continued community feedback and met with the commission repeatedly to further define a potential improvement program. Pond & Company presented the commission with a final conceptual plan at the November 6, 2023 meeting. Please note that the current conceptual design includes a cost estimate (opinion of probable cost attached herein). The commission unanimously approved the concept (conceptual plan attached herein). The original contract, which was approved by the Newnan City Council, described four (4) potential phases of work to be completed: 1. Existing Conditions Assessment and Schematic Design, 2. Design Development, 3. Construction Documents and Permitting and 4. Bidding Assistance and Construction Administration. To date, Pond & Company has completed Phase 1. The Farmer Street Cemetery Commission, at its November 6, 2023 meeting, in addition to supporting the design concept, voted unanimously to petition the Newnan City Council to permit Pond & Company to proceed to Phase 2 of the contract, which will allow the firm to refine the site plan, develop demo/grading plan, utility plan, landscape plan, preliminary wayfinding plans, materials and site furnishings palette and update the opinion of probable costs. The probable cost for Phase 2 is \$40,000-\$60,000.

Funding:

General Fund

Recommendation:

The Farmer Street Cemetery Commission, at its November 6, 2023 meeting, unanimously agreed to recommend to the Newnan City Council that the City approve the conceptual design and permit Pond & Company to move into Phase 2 of the contract, thereby furthering design development.

Attachments:

1. survey results resized
2. Opinion of Probable Costs

Previous Discussion with Council:

The Newnan City Council, in spring 2023, formally engaged Pond & Company to perform an existing conditions assessment and schematic design.

PUBLIC ENGAGEMENT RESULTS

WHO, WHAT, & WHEN

IN-PERSON OPEN HOUSE STYLE SESSIONS

AUGUST 07TH, 2023 | 27 TOTAL ATTENDEES SIGNED IN

VIRTUAL ENGAGEMENT - ONLINE SURVEY

AUGUST 07TH THRU AUGUST 18TH, 2023 | 123 TOTAL SURVEY PARTICIPANTS

IMAGE PREFERENCE RESULTS - 164 TOTAL VOTES



Edge Treatments

21% | 20 VOTES



Signage & Wayfinding

16% | 15 VOTES



Group Reflection/Gathering Spaces

19% | 18 VOTES



Softscape Walk Materials

16% | 11 VOTES



Hardscape Walk Materials

20% | 14 VOTES



Reflective Plaza Materials

12% | 17 VOTES

AMENITY PREFERENCE RESULTS - 322 TOTAL VOTES

INDIVIDUAL MARKERS FOR ALL GRAVES/DEPRESSIONS IDENTIFIED - **21%**

EDUCATIONAL AND WAYFINDING SIGNAGE - **18%**

FORMALIZED PARKING - **14%**

SINGLE MEMORIAL HONORING THOSE BURIED IN THIS SPACE - 10%

ORNAMENTAL PERIMETER FENCING (CONTROLLED ACCESS) - 9%

MEMORIAL WATER FEATURE - 8%

SPACES FOR INDIVIDUAL REFLECTION - 9%

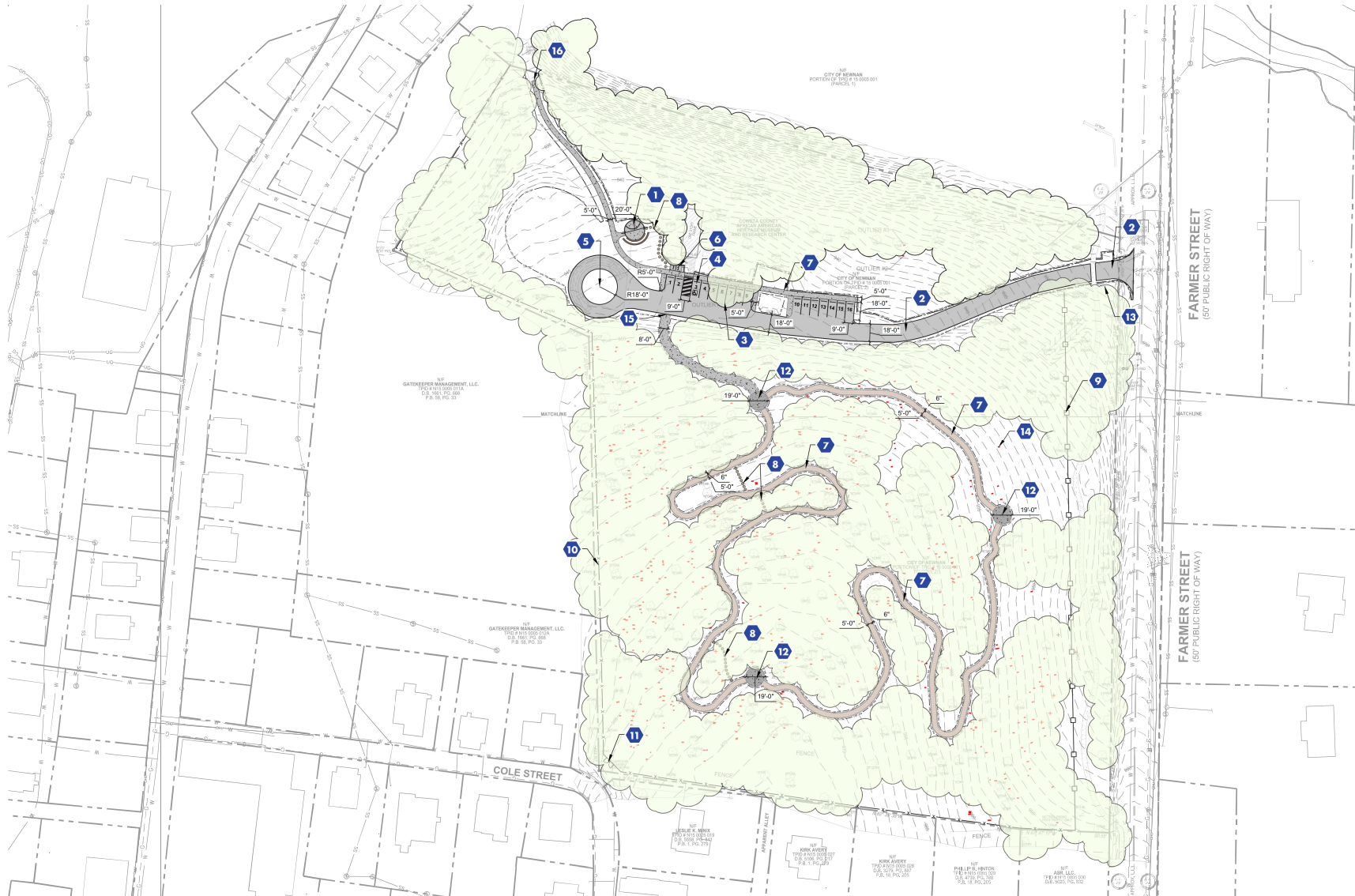
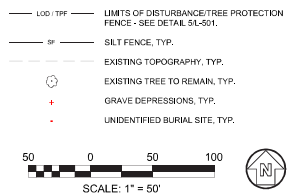
SPACES FOR GROUP REFLECTION - 6%

PICNIC AREA - 5%

SITE PLAN

KEYNOTES

- 1 OUTDOOR CLASSROOM
- 2 ASPHALT DRIVEWAY
- 3 PARKING SPACES
- 4 VAN ACCESSIBLE ADA PARKING
- 5 TURNAROUND & POTENTIAL ART OR MEMORIAL LOCATION
- 6 BIKE RACK
- 7 CONCRETE SIDEWALK
- 8 LOG STEPPERS (RE-USE TREES DEMOLISHED DURING CONSTRUCTION)
- 9 BLACK ALUMINUM PICKET FENCE, GRANITE COLUMNS
- 10 6' TALL BLACK CHAIN LINK FENCE
- 11 6' WIDE MAINTENANCE GATE WITH LOCK AND EDUCATIONAL SIGNAGE
- 12 REFLECTIVE SPACES WITH INTERPRETIVE SIGNAGE AS APPROPRIATE
- 13 REPLACE EXISTING ENTRANCE SIGN WITH LARGE MONUMENT SIGN
- 14 INDIVIDUAL MARKERS AT KNOWN GRAVE LOCATIONS
- 15 INTERPRETIVE SIGNAGE AT TRAIL ENTRANCE
- 16 FORMALIZE CONNECTION TO LINC TRAIL - INCLUDE COLUMNS AND SIGNAGE TO DESIGNATE ENTRY INTO CEMETERY



SITE PLAN ELEMENTS

i THE IMAGES SHOWCASED ON THIS BOARD DEPICT THE PROPOSED ELEMENTS FOUND ON THE SITE PLAN. FOR DETAILED INFORMATION, REFER TO THE SITE PLAN.



1: OUTDOOR CLASSROOM



2,3,4: ASPHALT DRIVEWAY & ADA PARKING



5: POTENTIAL ART OR MEMORIAL



6: BIKE RACKS



7: CONCRETE SIDEWALK



8: LOG STEPPERS



9: BLACK ALUMINUM PICKET FENCE WITH GRANITE COLUMNS



10,11: PERIMETER CHAIN LINK FENCE & GATE



12: SPACES FOR REFLECTION



13: MONUMENT ENTRANCE SIGN



14 : INDIVIDUAL GRAVE MARKERS



16: EDUCATIONAL & WAYFINDING SIGNAGE

OPINION OF PROBABLE COST

Farmer Street Cemetery

Prepared by Pond & Company

10/13/2023

DEMOLITION, SITE CLEARING, & PREP						
ITEM DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL	NOTES	
Construction Exits	1	EA	\$3,300.00	\$3,300.00		
Maintenance of Construction Exit	1	EA	\$1,100.00	\$1,100.00		
Tree Protection Fencing	5510	LF	\$5.00	\$27,550.00		
Silt Fence	930	LF	\$6.00	\$5,580.00		
Demolition of Pavement	1	LS	\$30,000.00	\$30,000.00		
Demolition of Misc. Infrastructure	1	LS	\$5,000.00	\$5,000.00	Includes Wood Shed, Fence, and Fence Posts	
E&S Control	1.2	AC	\$5,500.00	\$6,600.00		
SUBTOTAL				\$79,130.00		
GRADING						
ITEM DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL	NOTES	
Grading Complete	1	LS	\$70,000.00	\$70,000.00		
SUBTOTAL				\$70,000.00		
AMENITIES & MATERIALS						
ITEM DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL	NOTES	
Concrete 4" Pedestrian Sidewalk	410	SY	\$12.00	\$4,920.00		
Asphalt Driveway	15500	SF	\$5.00	\$77,500.00		
Concrete Wheel Stops	16	EA	\$500.00	\$8,000.00		
5" Solid White, Thermoplastic Paint	1	LS	\$2,000.00	\$2,000.00		
Timber Curb	3580	LF	\$17.00	\$60,860.00		
Outdoor Classroom	1	LS	\$25,000.00	\$25,000.00	Includes amphitheater seating and stage.	
Reflective Spaces	855	EA	\$30.00	\$25,650.00		
Bike Racks	3	EA	\$800.00	\$2,400.00		
Trash Receptacle	2	EA	\$1,500.00	\$3,000.00		
Benches	8	EA	\$2,500.00	\$20,000.00		
Black Aluminum Picket Fence with Granite Columns	550	LF	\$150.00	\$82,500.00		
Black Chain Link Fence	1360	LF	\$90.00	\$122,400.00		
Chain Link Single Access Gate	1	EA	\$500.00	\$500.00		
Cemetery Entrance	1	LS	\$25,000.00	\$25,000.00		
Log Steppers	14	EA	\$250.00	\$3,500.00	Repurposed Log Steppers	
Individual Grave Markers	455	EA	\$100.00	\$45,500.00		
Interpretive Signage and Monumentation	1	LS	\$100,000.00	\$100,000.00	Includes central monument/memorial at trail entrance and educational signage throughout	
SUBTOTAL				\$608,730.00		
LANDSCAPE						
ITEM DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL	NOTES	
Permanent Sodding	1065	SY	\$12.00	\$12,780.00	Bermuda Grass or similar equivalent groundcover.	
Landscape Enhancements	1	LS	60,000	\$60,000.00	Based on provided concept plant schedule quantities on Landscape Plans.	
SUBTOTAL				\$72,780.00		
CONSTRUCTION COST TOTAL				\$830,640.00		
CONTINGENCIES AND SOFT COSTS				NOTES		
20% Contingency				\$166,128.00		
Full Design & Engineering				\$100,000.00	Include interpretive signage design.	
Construction Administration				\$30,000.00		
General Conditions				\$149,515.00	Construction permits, bonding, insurance, etc.	
CONTINGENCIES AND SOFT COSTS TOTAL				\$445,643.00		
CONSTRUCTION COSTS, CONTINGENCIES AND SOFT COSTS				\$1,276,283.00		
				INLFATION: 5% INCREASE PER YEAR		
2025 CONSTRUCTION COSTS, CONTINGENCIES, AND SOFT COSTS					\$1,340,098.00	
2026 CONSTRUCTION COSTS, CONTINGENCIES, AND SOFT COSTS					\$1,407,103.00	
2027 CONSTRUCTION COSTS, CONTIGENCIES, AND SOFT COSTS					\$1,477,459.00	
Notes:						
1. Contingency percentages are included in the opinion of cost. The 20% contingency accounts for associated costs that are unpredictable due to the current market and level of design.						
2. Due to market volatility, for each additional year of project not moving to construction, 5% of total cost will be accrued to account for economic inflation.						
3. Costs given assume that all improvements will be made under contract with a qualified contractor.						
4. Overhead, profit, and mobilization fees are included as a percentage of construction cost.						
5. Construction costs do not include costs incurred for phased project development.						
6. Cost opinions are based on industry experience and the CONSULTANT is not responsible for changes in market conditions that affect construction, material or maintenance costs. Any changes to the project or additional expenses associated with same will not be the responsibility of the CONSULTANT.						

OPINION OF PROBABLE COST SUMMARY

Farmer Street Cemetery

Prepared by Pond & Company

10/13/2023

	DEMOLITION & SITE PREP	
	SUBTOTAL	\$79,130.00
	FINE GRADING	
	SUBTOTAL	\$70,000.00
	SITE MATERIALS	
	SUBTOTAL	\$203,930.00
	SITE FURNISHINGS & SIGNAGE PACKAGE	
	SUBTOTAL	\$404,800.00
	LANDSCAPE	
	SUBTOTAL	\$72,780.00
	CONTINGENCIES AND SOFT COSTS	
	20% Contingency	\$166,128.00
	Full Design & Engineering	\$100,000.00
	Construction Administration	\$30,000.00
	General Conditions	\$149,515.00
	SUBTOTAL	\$445,643.00
	TOTAL	\$1,276,283.00
	INFLATION: 5% INCREASE PER YEAR	
	2025 CONSTRUCTION COSTS, CONTINGENCIES, AND SOFT COSTS	\$1,340,098.00
	2026 CONSTRUCTION COSTS, CONTINGENCIES, AND SOFT COSTS	\$1,407,103.00
	2027 CONSTRUCTION COSTS, CONTINGENCIES, AND SOFT COSTS	\$1,477,459.00



City of Newnan, Georgia – Mayor and City Council

Date: November 28, 2023

Agenda Item: Rezoning Request – RZ2023-04
12.56± acres located along Bullsboro Drive (Portion of
Tax Parcel #N57-023)

Prepared and Presented by: Dean Smith, Senior Planner

REZONING ASSESSMENT

APPLICANT INFORMATION:

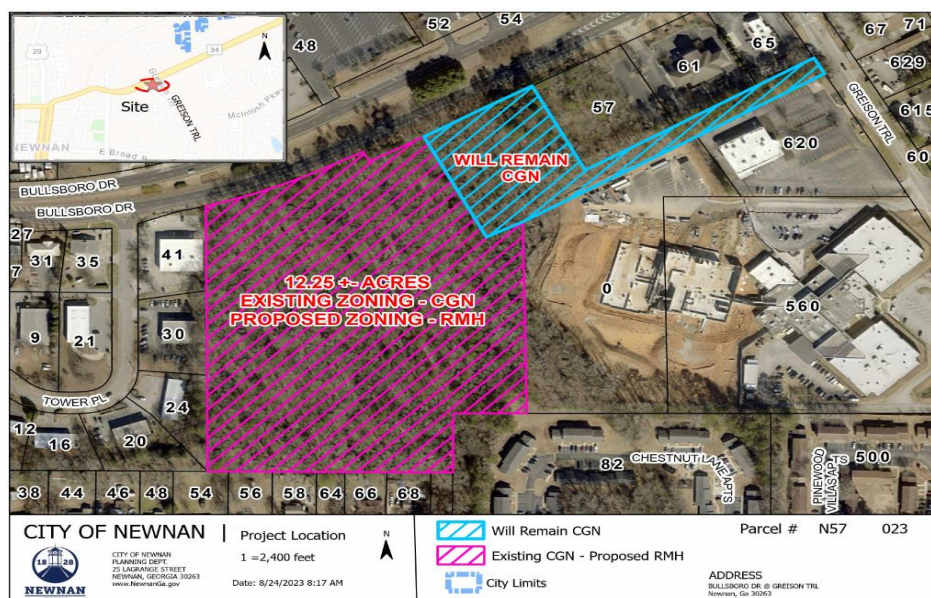
George Rosenzweig, Attorney
On behalf of Templar Development Group, LLC
160 Whitney Street
Fayetteville, GA 30214

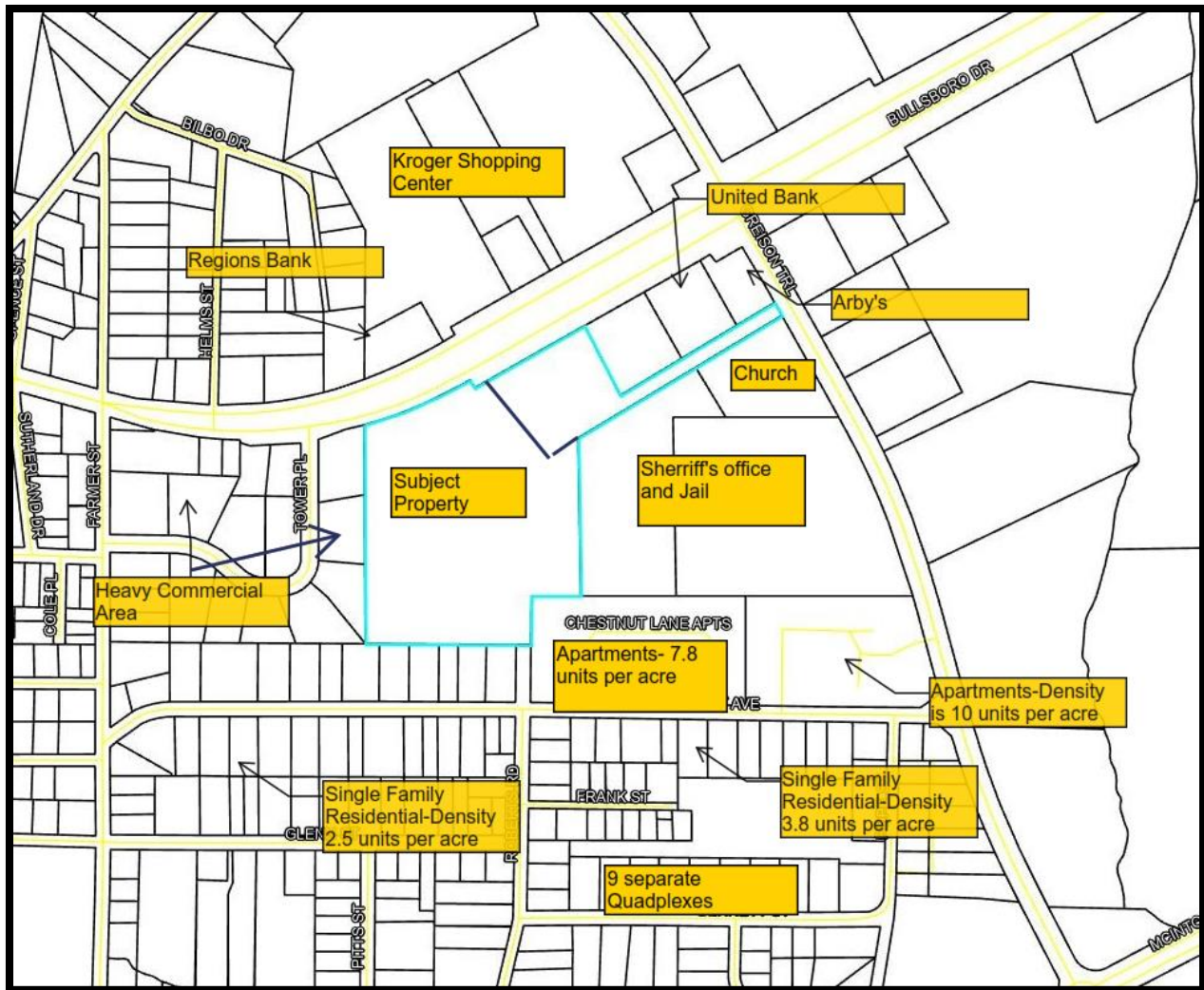
Templar Development Group, LLC is seeking to rezone a 12.56 ±acre portion of a 15-acre tract identified as Tax Parcel N57-023, for the purpose of developing a 95-unit townhouse condominium residential community. In order to accomplish this, the applicant is seeking an RMH (Residential Multiple Family Dwelling-Higher Density) zoning category.

SITE INFORMATION:

The total site consists of 15± acres located along Bullsboro Drive, with a portion extending out to Greison Trail. The area that is the subject of this rezoning petition is 12.56± acres which is a portion of tax parcel id number N57-023.

The site is currently undeveloped and zoned CGN (General Commercial District).





OVERVIEW OF REQUEST:

The applicant is requesting to rezone 12.56 ± acres which is a portion of Tax Parcel N57-023 located along Bullboro Drive. This property is currently zoned CGN (General Commercial District). The applicant is requesting a change to RMH (Residential Multiple Family Dwelling-Higher Density) zoning district for the development of 95 condominium townhomes.

RMH zoning allows 8 dwelling units per acre for a townhome development. The proposed development shows a gross site density of 8 units per acre. Part of the property is undevelopable due to a stream, floodplain and associated stream buffers.

Proposed amenities include: walking trails, pocket park and a dog park. Applicant has informed the city that the price point would be mid-\$300,000's to low \$400,000's. The proposed townhomes would be 1,500 to 1,900 square feet with 3 bedrooms and 2.5 bathrooms.

Applicant's Proffered Conditions:

1. The development will substantially comply with the site plan and elevations presented with this application
2. No more than 5 of units will be rentals. This provision shall be enforced by the Applicant, its successors in title, and the homeowner's association as follows: 1) The property shall be protected with a recorded restrictive covenant that no more than 5% of the units will be rentals, and 2) at closing, all purchasers shall execute a document certifying that they are not purchasing a unit for the purpose of renting that unit.
3. Density will not exceed 8 units per acre
4. Townhouse width will be no less than 24 feet
5. Streets will be public
6. The applicant will use a variety of techniques to avoid the monotonous appearance of identical row homes. Such techniques may employ, among others, the staggering of foundations and setbacks, the use of different front elevations (such as raising and lowering roof lines and using a mixture of gable and shed roof lines on roof dormers), architectural styles, building exteriors, and other similar techniques to provide a more pleasing appearance to the development. No vinyl or wood siding shall be allowed.
7. The Applicant shall provide a 20-foot wide buffer with planted-berm on the south side of the property. The berm shall be planted according to City of Newnan Ordinance standards. A landscape buffer plan is attached hereto as Exhibit A and incorporated herein by reference. Applicant will either extend the berm across the entire southern boundary of the property, or construct a berm only along the areas of the south boundary that are not currently screened by existing vegetation. The length of the berm will be determined by the City during the grading process.
8. The emergency access shown on the site plan shall be built to LINC trail specifications as part of the Newnan LINC trail system. In addition, Applicant shall construct, to Newnan LINC trail specifications, a north-south connection from the south property line of the subject property to Bullsboro Drive, as shown on attached Exhibit B. This connection shall be contributed to the City of Newnan as part of the City's LINC trail system. The Applicant shall contribute \$1,100.00 per approved lot to the City of Newnan as a contribution toward extending the Newnan LINC trail from Berry Avenue to connect to the current LINC trail.
9. Applicant will fully comply with the City of Newnan's Tree Conservation and Landscape Ordinance (Newnan Code Section 10-81 *et. seq.*). In the event it is determined by the Tree Commission that it is impractical or impossible to fully meet the tree density requirements for Applicant's site or to preserve damaged specimen trees (attached Exhibit C), the portion of the tree density or replacement of damaged specimen trees that cannot be accommodated on the site will be satisfied by payment into the City of Newnan Tree Bank which payment shall be made prior to the issuance of a tree removal or land disturbance permit. The amount of the payment shall be calculated based on the cost of purchase and installation of the additional trees as verified by the City of Newnan Landscape Architect (City of Newnan Code Section 10-84 (e) *Alternative compliance plan.*)

hour trip estimation. The applicant's concept plan illustrates one ingress/egress point on Bullsboro Drive and an emergency egress point connecting on the southern portion of the property to Berry Avenue. The development should be confined to the limits of the property; however, potentially, the increase in traffic will impact the surrounding area.

Staff Assessment – ADVERSE AFFECT WILL BE MINIMAL ✓

3. **Are their substantial reasons why the property cannot or should not be used as currently zoned?** The property is currently zoned for non-residential development. The future land use map shows it has Business/Office. The property has sat vacant with the current CGN-zoning designation for over twenty years. There are environmental constraints on the property that limit the available area that can be developed, as illustrated on the survey and concept plans provided as an attachment to this report.

To date, the city has not been asked to review any proposed development for any commercial development, as allowed by the current zoning.

Staff Assessment – PROPERTY CAN BE DEVELOPED AS CURRENTLY ZONED. HOWEVER, NO DEVELOPMENTS UNDER CURRENT ZONING HAVE BEEN PRESENTED TO THE CITY. ✗

4. **Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?** The proposed rezoning petition does not require a community impact study, but staff have reached out to the community service providers to get their assessment on the potential impact of the proposed development.

- **Police:** Police Chief Blankenship has indicated that the proposed development does present an increase in traffic and people, resulting in an increase in service requests. Chief Blankenship anticipates a strain upon calls for service and would cause additional maintenance on equipment, with a monetary value of \$10,000 toward additional personnel.
- **Fire:** Chief Stephen Brown has indicated that NFD anticipates an additional impact upon their department's resources and could possibly increase response time to all service areas within the City limits. Chief Brown anticipates that the impact of the proposed development will necessitate additional personnel and equipment in the future.
- **Newnan Utilities:** Newnan Utilities will be the water and sewer provider for the project. Scott Tolar reviewed the project and indicated that there is ample capacity to serve the proposed facility. Needs from the developer in terms of each service have been included in the applicant's packet.
- **Engineering:** The City of Newnan's Director of Engineering, Michael Klahr, has provided the following response below to the proposed rezoning concept plan. Of note is Mr. Klahr's request for the applicant to provide a peak hour trip generation, morning and

evening, for the development. Depending upon the results of the peak hour trip generation, a traffic impact study may be required.

August 24, 2023

City Engineer Review

REZONING REQUEST

Portion of Tax Parcel N57023
15.00 Acres
Bullsboro Drive

Environmental:

1. The development plan shall follow the design standards and guidance per the Georgia Storm Water Management Manual, in compliance with the **Post-Development Stormwater Management Ordinance** for the City of Newnan.
2. The development plan shall include a three-phased erosion control plan in compliance with the **Soil Erosion, Sedimentation and Pollution Control Ordinance** for the City of Newnan.
3. All streams, wetlands and other environmentally sensitive areas such as floodplain and floodway shall be delineated and located within open space to the extent practically possible. The development plan shall be in compliance with the **Floodplain Management and Flood Damage Prevention Ordinance** for the City of Newnan. Any development within a floodplain or waters of the US shall be properly permitted with the Federal Emergency Management Agency (FEMA), or the United States Army Corp of Engineers (USACE), as applicable.
4. This parcel contains a perennial stream, therefore, the **City of Newnan, Georgia Stream Buffer Protection Ordinance** shall apply. An undisturbed natural vegetative buffer shall be maintained for 50 feet, measured horizontally, on both banks (as applicable) of the stream as measured from the point of rested vegetation. An additional setback shall be maintained for 25 feet, measured horizontally, beyond the undisturbed natural vegetative buffer, in which all impervious cover shall be prohibited. Grading, filling and earthmoving shall be minimized within the setback.

Transportation:

1. ADA compliant sidewalks, 5 feet in width, shall be provided along the public Right of Way for Bullsboro Drive for the full length of the site, or to match existing. ADA compliant sidewalks, 5 foot in width, shall be provided throughout the proposed development, on both sides of all streets, and shall connect to the sidewalks in the Right of Way for Bullsboro Drive.
2. Traffic impact: applicant shall provide the peak hour trip generation, AM and PM, for the development, in accordance with the ITE (Institute of Transportation Engineers) Trip Generation Manual, latest edition, and shall be included with the DEVELOPMENT SUMMARY as shown in the Conceptual Master Plan. A peak hour trip generation of 100 or more shall require a Traffic Impact Study, in accordance with standards established by ITE.
3. Access: the development requires two separate entrances, applicant to provide assurance the proposed emergency access shown from Berry Avenue is viable.

4. Assurance, by permit, for driveway connection to Bullsboro Drive (State Route 34), by the Georgia Department of Transportation (GDOT), shall be provided prior to the issuance of any permit for land disturbing activities (LDP), by the City.
5. Traffic Control Devices: all traffic control devices shall be in compliance with the latest standards of the MUTCD (Manual on Uniform Traffic Control Devices).
6. The City of Newnan makes no assurance the proposed 12-foot-wide concrete trail, as show in the Conceptual Master Plan, will directly connect to the City's existing or future multi-use pathway, the LINC.
7. No monuments or other objects that may be considered as traffic hazards shall be permitted within the Right of Way for any public street.

Respectfully,

Michael Klahr

William M. Klahr, P.E., CFM
Director of Engineering

The applicant furnished a traffic report, dated 11-1-23. Michael Klahr has reviewed the report. After reviewing the traffic report, Mr. Klahr advised staff that he did not feel, based upon the report, that a traffic study was warranted. Mr. Klahr further stated that he would like to see the applicant provide a comment from GDOT on their need for a study, or not.

- Coweta County Schools: Coweta County School System Director of Facilities, Ronnie Cheek, responded to the request for the proposed development's impact on the school system. Mr. Cheek stated that the proposed development presents challenges when planning for school enrollment and meeting students' needs. Due the higher-density housing in the area of the proposal, school capacity is an ongoing concern. Many schools serving the area in question are at or near capacity. Mr. Cheek requested that if approved, the school system be provided with advance notice of the project's construction schedule, buildout timeline and the target market for the housing. The link embedded herein refers to a Coweta County School System Enrollment Analysis and Projection, dated January 2023, for your information and reference:

<https://www.dropbox.com/s/v4m45555zbpma7n/Enrollment%20Update%20-%202023%20%281%29-15019003c3pcg2ferbu0gem33f5zxbi.pdf?dl=0>

As with all development, the project will impact service provision. The question is whether or not it is excessive or burdensome. In this case, most of the service providers that have responded have indicated that they can service the development, but it will create a strain on their departments in terms of equipment wear and tear and manpower. The school system has expressed concern about their ability to meet the proposal's projected population.

Staff Assessment – PROJECT WILL HAVE AN IMPACT, ESPECIALLY FOR TRAFFIC AND SCHOOLS, BUT NOT A BURDENSOME IMPACT ✓

5. **Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?** The Future Land Use Map shows this property as Business/Office. The Comprehensive Plan describes this category as land dedicated to non-industrial employment generators, including retail sales, office, service and entertainment facilities. Uses are primarily located along major highways, thoroughfares or interstate corridors. However, residential development along Bullsboro Drive has already occurred, opening an opportunity for residential growth.

Staff Assessment – THE FUTURE LAND USE MAP SHOWS THIS PROPERTY AS BUSINESS/OFFICE; HOWEVER, WITH THE NEW RESIDENTIAL DEVELOPMENT THAT WAS APPROVED IN 2019 IN THE BULLSBORO DRIVE CORRIDOR, AN ARGUMENT CAN BE MADE THAT THE PROPOSED PROJECT WOULD FIT INTO THE FABRIC OF THE AREA. X

6. **Is the proposed use consistent with the purpose and intent of the proposed zoning district?** The RMH (Residential Multiple-Family Dwelling-Higher Density District) is intended to provide higher density multiple-family dwellings which may have a relatively intense concentration of dwelling units served by large open spaces consisting of common areas and recreation facilities. There are a variety of housing products that are allowed in RMH zoned districts: manufactured housing; low-rise multiple family dwellings; two-family dwellings; garden apartments; apartment buildings; condominiums; townhouses and single-family detached homes. New RMH districts are most appropriately located adjacent to existing RMH districts in areas in transition between denser residential neighborhoods and commercial development, or in areas where the future land use map indicates would be appropriate for higher density residential uses. The only adjacent residential-zoned land is to the south of the subject site. There are two residential districts that abut the southern border, one is the RU-I (Urban Residential-Historical and Infill) and RML (Residential Multiple Family-Low Density). RU-I-zoned districts do not have standardized density requirements, as most RU-I-zoned districts are existing older established neighborhoods and the density varies based on lot sizes. RML zoning allows 8 units an acre for apartments and 6 units an acre for other types of developments. The proposed density for this project of 8 units an acre is a higher density than the RU-I zoning, but the same as the density for apartments in the RML zoning. However, as stated earlier, the Future Land Use Map forecasts this property being developed for business/office uses.

Staff Assessment – PROPOSED USE IS CONSISTENT WITH THE DENSITY ASPECT AS A TRANSITION OF THE PROPOSED ZONING DISTRICT. ✓

7. **Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan?** The Future Land Use map also shows the property as Business/Office, which was a new category created by the City during the most recent comprehensive plan update adopted by City Council in the Fall of 2021.

Staff Assessment – RECENTLY COMPLETED UPDATES TO BOTH THE FUTURE LAND USE MAP AND COMPREHENSIVE PLAN SHOW THE PROPOSED DEVELOPMENT AS A USE INCONSISTENT WITH BUSINESS/OFFICE; HOWEVER, AS STATED PREVIOUSLY, THE NEED FOR MORE HOUSING OPTIONS IS EVIDENT AND THIS PROPOSAL ACCOMMODATES THAT NEED. ✓

8. **Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?**

Within the past five years, the City has approved several new townhome developments the majority of which are market rate rentals. The proposed development would fall into the market rate category. The city routinely discusses high density multifamily developments, in various forms, with prospective developers.

This site is limited by natural features, i.e., streams and floodplain that restrict development. Although the Future Land Use Map didn't anticipate this property being developed for residential purposes, the questions are should the property's future use be reconsidered at this point to allow for more housing for residents and if this is an appropriate location for a multifamily townhouse development?

Staff Assessment – THE PROPOSED PROJECT PRESENTS TWO QUESTIONS: IS THIS AN AREA THAT SHOULD BE CONSIDERED FOR RESIDENTIAL DEVELOPMENT AND IS THIS AN APPROPRIATE LOCATION FOR A MULTIFAMILY TOWNHOME COMMUNITY? AN ARGUMENT CAN BE MADE THAT THIS STANDARD IS BEING MET WITH THE PROPOSED DEVELOPMENT. ✓

SUMMARY OF STANDARD ASSESSMENT:

After assessing the project based on the rezoning request standards, staff found that the proposed development meets **6 of the 8 standards**.

Planning Commission Meeting Summary – September 12, 2023

At the conclusion of the public hearing held in front of the Planning Commission on September 12, 2023, the Commission recommended denying the rezoning request by a 6-0 vote. (See minutes from said meeting attached)

REGULATORY CRITERIA TO CONSIDER:

TEMPLAR – SKYE TOWNES PROJECT

TREE MANAGEMENT PLAN COMMENTS (Third Submittal & Review):

May this email serve as my third plan review comments on the recently re-submitted Tree Management Plan for the proposed Templar – Skye Townes project. The re-submitted Tree Management Plan now shows the same conceptual site layout of the proposed project with a suggested typical building layout. Again, the proposed development is extremely dense with 95 condominium units shown with very little room remaining for required tree plantings and/or additional specimen recompense tree plantings. Projects, such as these, generally struggle to provide enough room for adequate tree plantings due to other site elements such as parking, water lines, electrical transformers, and in this particular case, the proposed bio swales in the rear yards between a majority of the rows of units. There is also very little room to plant required trees in the fronts, on the sides, or in between proposed buildings.

STAFF SUGGESTED CONDITIONS TO CONSIDER:

Should the Commission elect to recommend approval of the request, staff would recommend the following condition be considered in addition to the applicant's proffered conditions:

- The project will be consistent with the density, project data, amenities, proffered conditions and architectural details as provided as part of the application.
- The project will be capped at 95 units maximum.

Applicant's Proffered Conditions:

8. The development will substantially comply with the site plan and elevations presented with this application
9. No more than 5 of units will be rentals. This provision shall be enforced by the Applicant, its successors in title, and the homeowner's association as follows: 1) The property shall be protected with a recorded restrictive covenant that no more than 5% of the units will be rentals, and 2) at closing, all purchasers shall execute a document certifying that they are not purchasing a unit for the purpose of renting that unit.
10. Density will not exceed 8 units per acre
11. Townhouse width will be no less than 24 feet
12. Streets will be public
13. The applicant will use a variety of techniques to avoid the monotonous appearance of identical row homes. Such techniques may employ, among others, the staggering of foundations and setbacks, the use of different front elevations (such as raising and lowering roof lines and using a mixture of gable and shed roof lines on roof dormers), architectural styles, building exteriors, and other similar techniques to provide a more pleasing appearance to the development. No vinyl or wood siding shall be allowed.
14. The Applicant shall provide a 20-foot wide buffer with planted-berm on the south side of the property. The berm shall be planted according to City of Newnan Ordinance standards. A landscape buffer plan is attached hereto as Exhibit A and incorporated herein by reference. Applicant will either extend the berm across the entire southern boundary of the property, or construct a berm only along the areas of the south boundary that are not currently screened by existing vegetation. The length of the berm will be determined by the City during the grading process.
15. The emergency access shown on the site plan shall be built to LINC trail specifications as part of the Newnan LINC trail system. In addition, Applicant shall construct, to Newnan LINC trail specifications, a north-south connection from the south property line of the subject property to Bullsboro Drive, as shown on attached Exhibit B. This connection shall be contributed to the City of Newnan as part of the City's LINC trail system. The Applicant shall contribute \$1,100.00 per approved lot to the City of Newnan as a contribution toward extending the Newnan LINC trail from Berry Avenue to connect to the current LINC trail.
16. Applicant will fully comply with the City of Newnan's Tree Conservation and Landscape Ordinance (Newnan Code Section 10-81 *et. seq.*). In the event it is determined by the Tree Commission that it is impractical or impossible to fully meet the tree density requirements for Applicant's site or to preserve damaged specimen trees (attached Exhibit C), the portion of the tree density or replacement of damaged specimen trees that cannot be accommodated on the site will be satisfied by payment into the City of

Newnan Tree Bank which payment shall be made prior to the issuance of a tree removal or land disturbance permit. The amount of the payment shall be calculated based on the cost of purchase and installation of the additional trees as verified by the City of Newnan Landscape Architect (City of Newnan Code Section 10-84 (e) *Alternative compliance plan.*)

OPTIONS:

- A. Recommend approval of the rezoning request as submitted
- B. Recommend approval of the rezoning request with conditions
- C. Recommend denial of the rezoning request

ATTACHMENTS: Application for Rezoning
 Location Map
 Community Impact Assessment
 Traffic Study



City of Newnan, Georgia
Attachment A

Proffered Conditions (Revised after City
Workshop on 11-14-2023)

As part of an application for a rezoning, a property owner **MAY** proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials.
(Please refer to Article 10 of the Zoning Ordinance for complete details.)

Please list any written proffered conditions below:

1. The development will substantially comply with the site plan and elevations presented with this application.
2. **(Rev.)** No more than 5% of units shall be rentals. This provision shall be enforced by the Applicant, its successors in title, and the homeowner's association as follows: 1) The property shall be protected with a recorded restrictive covenant that no more than 5% of the units will be rentals, and 2) at closing, all purchasers shall execute a document certifying that they are not purchasing a unit for the purpose of renting that unit.
3. Density will not exceed 8 units per acre.
4. Townhouse width will be no less than 24 feet.
5. Streets will be public.
6. The Applicant will use a variety of techniques to avoid the monotonous appearance of identical row homes. Such techniques may employ, among others, the staggering of foundations and setbacks, the use of differing front elevations (such as raising and lowering roof lines and using a mixture of gable and shed roof lines on roof dormers), architectural styles, building exteriors, and other similar techniques to provide a more pleasing appearance to the development. No vinyl or wood siding shall be allowed.

(CONTINUED ON NEXT PAGE)

Any development plans, profiles, elevations, or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application:

Exhibit A – Landscaped Buffer Plan which is part of Proffered Condition #7

Exhibit B – Site Plan showing connection to LINC Trail

Exhibit C – Tree Specimen List

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

Signature of Applicant

Type or Print Name and Title

George C. Rosenzweig, Attorney

Signature of Applicant's Representative

Type or Print Name and Title

Signature of Notary Public

Date

11-17-2023



(Affix Raised Seal Here)

7. **(New)** The Applicant shall provide a 20-foot wide buffer with planted-berm on the south side of the property. The berm shall be planted according to City of Newnan Ordinance standards. A landscape buffer plan is attached hereto as Exhibit A and incorporated herein by reference.

Applicant will either extend the berm across the entire southern boundary of the property, or construct a berm only along the areas of the south boundary that are not currently screened by existing vegetation. The length of the berm will be determined by the City during the grading process.

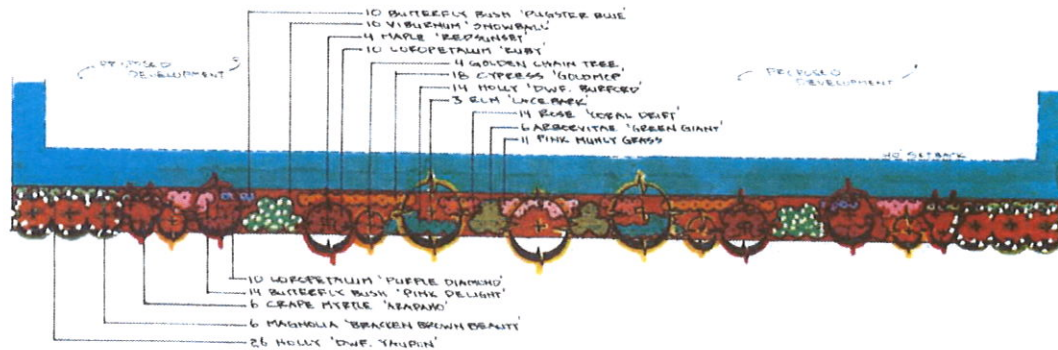
8. **(New)** The emergency access shown on the site plan shall be built to LINC trail specifications as part of the Newnan LINC trail system. In addition, Applicant shall construct, to Newnan LINC trail specifications, a north-south connection from the south property line of the subject property to Bullsboro Drive, as shown on attached, Exhibit B. This connection shall be contributed to the City of Newnan as part of the City's LINC trail system. The Applicant shall contribute \$1,100.00 per approved lot to the City of Newnan as a contribution toward extending the Newnan LINC trail from Berry Avenue to connect to the current LINC trail.

9. **(New)** Applicant will fully comply with the City of Newnan's Tree Conservation and Landscape Ordinance (Newnan Code Section 10-81 *et. seq.*). In the event it is determined by the Tree Commission that it is impractical or impossible to fully meet the tree density requirements for Applicant's site or to preserve damaged specimen trees (attached Exhibit C), the portion of the tree density or replacement of damaged specimen trees that cannot be accommodated on the site will be satisfied by payment into the City of Newnan Tree Bank which payment shall be made prior to the issuance of a tree removal or land disturbance permit. The amount of the payment shall be calculated based on the cost of purchase and installation of the additional trees as verified by the City of Newnan Landscape Architect (City of Newnan Code Section 10-84 (e) *Alternative compliance plan.*)

PLANT LIST

3 ULMUS PAEVI-FOLIA
4 ACER RUBRUM
6 MAGNOLIA GRANDIFLORA
6 LAGESTROEMIA INDICA
4 LINDLENUM X WATERFEEI
10 BUDDLEIA DAVIDII
10 LOROPETALUM CHINENSE
10 LOROPETALUM CHINENSE
10 VIBURNUM MACROCEPHALUM
10 CHAMAECYPARIS FISHERA
14 ILEX CORNUTA
14 ROSA HYBRID HEDZIOFRA
6 THUJA STANDISHII X PLICATA
11 MUHLENBERGIA CAPILLARIS
26 ILEX VOMITORIA NANA

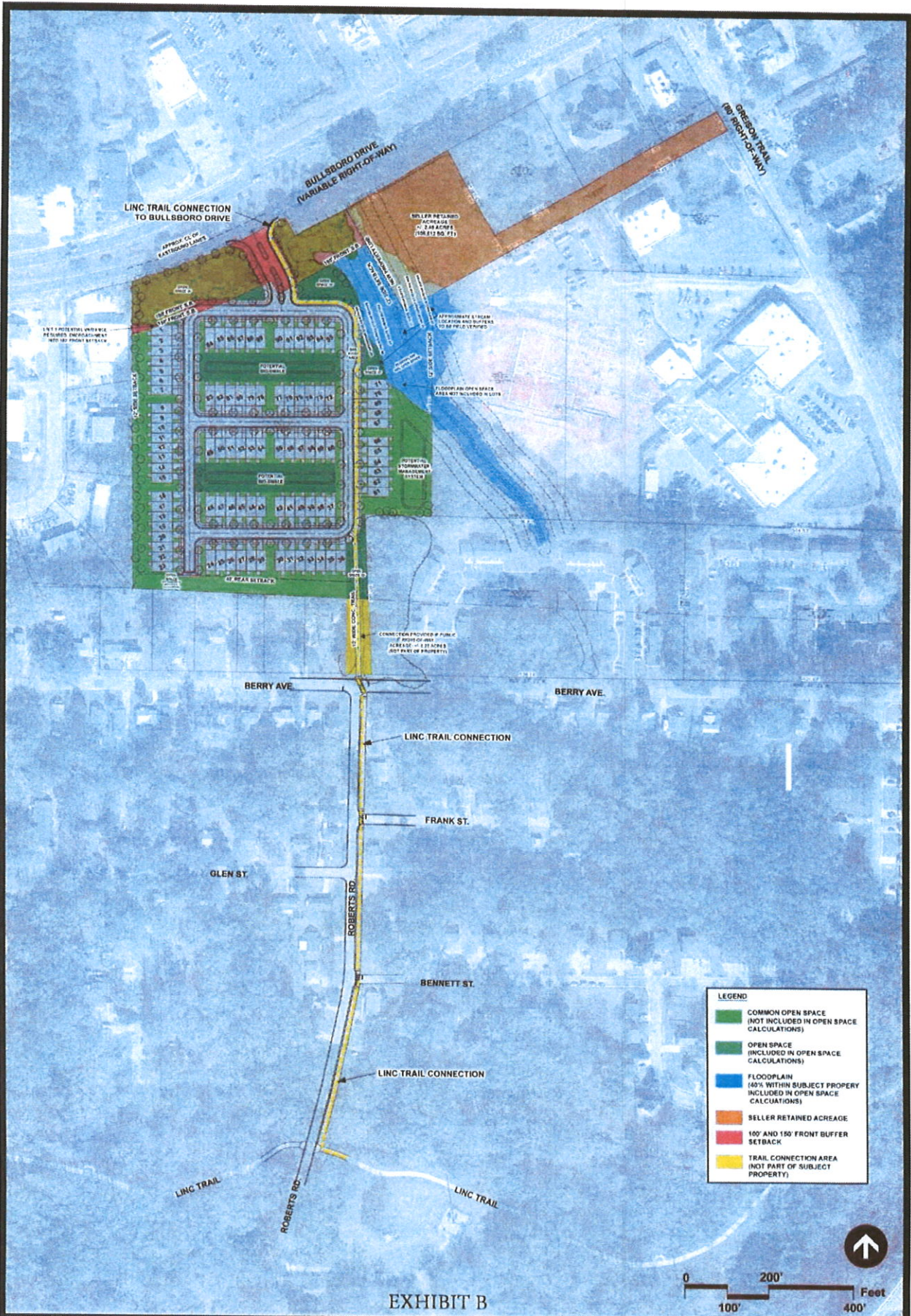
LACE DARK ELM
RED SUNSET MAPLE
BRACEN BROWN BEAUTY
CRAPE MYRTLE 'AFAPANO'
GOLDEN CHAIN TREE
BUTTERFLY BUSH 'PINK DELIGHT'
BUTTERFLY BUSH 'DUSKY BLUE'
LOROPETALUM 'PURPLE DIAMOND'
LOROPETALUM 'TRIST'
CHINESE SNOWBALL TREE
'GOLD MIST' CYPRESS
DWF. BUFFORD HOLLY
CORAL DRIFT ROSE
GREEN GIANT ARBESVITAE
PINK HUNNY GRASS
DWF. 'KAUFON' HOLLY



TEMPLAR
DEVELOPMENT
ROUNDTABLE
REALTY

LANDSCAPE BUFFER
PLAN
SCALE 1" = 30'

LANDSCAPE DESIGNER
DENNIS MILLS 404-694-5796
NOVEMBER 2023
dennismills.purdue@gmail.com



TREE SPECIMEN LIST

Tree #	DBH	Species	Scientific Name	Quality	Quality Comment
1	27.4	Water Oak	<i>Quercus nigra</i>	4	2
2	33	Red Oak	<i>Quercus rubra</i>	3	2 & 3
3	37	Red Oak	<i>Oxydendrum arboreum</i>	5	
4 R	34.3	Water Oak	<i>Quercus nigra</i>	3	2 & 3
5 R	32.8	Water Oak	<i>Quercus nigra</i>	3	2 & 3
6 R	32.4	Red Oak	<i>Quercus rubra</i>	5	
7 R	32.3	Red Oak	<i>Quercus rubra</i>	4	2
8 R	33.5	Sweetgum	<i>Liquidambar styraciflua</i>	4	2
9 R	30	Poplar	<i>Liriodendron tulipifera</i>	4	2
10 R	33.7	Water Oak	<i>Quercus nigra</i>	3	2 & 3
11	29.7	Water Oak	<i>Quercus nigra</i>	4	2
12	30.3	Water Oak	<i>Quercus nigra</i>	4	2
13 R	38.6	Water Oak	<i>Quercus nigra</i>	4	2
14 R	32.7	Water Oak	<i>Quercus nigra</i>	4	2
15 R	30.6	Red Oak	<i>Quercus rubra</i>	4	2
16	36.1	Water Oak	<i>Quercus nigra</i>	4	2
17	41.5	Water Oak	<i>Quercus nigra</i>	4	2
18	28.3	Red Oak	<i>Quercus rubra</i>	4	2
19	27.4	Water Oak	<i>Quercus nigra</i>	4	2
20	35.4	Water Oak	<i>Quercus nigra</i>	4	2
21	57.5	Water Oak	<i>Quercus nigra</i>	3	2 & 3
22	28.3	Water Oak	<i>Quercus nigra</i>	4	2
23 R	27.7	Water Oak	<i>Quercus nigra</i>	4	2
24 R	31.9	Water Oak	<i>Quercus nigra</i>	3	2 & 3
25 R	27.2	Water Oak	<i>Quercus nigra</i>	4	2
26 R	28.2	Water Oak	<i>Quercus nigra</i>	4	2
27 R	34.8	Water Oak	<i>Quercus nigra</i>	4	2

* Quality

(5 being best and 1 being worst)

- 1- Tree has all 4 condition criteria
- 2- Tree has 3 condition criteria
- 3- Tree has 2 condition criteria
- 4- Tree has 1 condition criteria
- 5- Tree has no condition criteria

* Comment on Condition Criteria

(per City of Newnan's Landscape and Tree Preservation Ordinance)

- 1- Life expectancy of less than fifteen (15) years
- 2- Not a relatively sound and solid trunk
- 3- More than one major and several minor dead limbs (hardwoods only)
- 4- Major insect or pathological problem

November 20, 2023

Dear George,

I have reviewed your email regarding the potential 95-unit condo cottages on Bullsboro and think they would make a suitable neighbor for us at United Bank. There seems to be a housing shortage at lower price points in Newnan and this may be a good fit.

I have been concerned that a national retail company may buy it and cause traffic nightmares for our main office. The location is great for this concept and will hopefully enhance this area.

Sincerely,



John G. Hall
Division President



**CITY OF NEWNAN
Planning Commission - Excerpt
Meeting Minutes**

September 12, 2023
7:00 p.m.

Commissioners Present: Proctor Smith, Joe Crain, Jr., Alton West, Fred Hamlin, Robert Coggin, Clay McEntire

Commissioners Absent: Chris Hunt

Others in Attendance: Samantha Wood, Administrative Assistant Planning & Zoning
Dean Smith, Senior Planner
Chris Cole, Senior Planner
Brad Sears, City Attorney

Rezoning Request – RZ2023-04 – 12.56± acres located along Bullsboro Drive (Portion of Tax Parcel #N57-023)

Chairman Smith opened a public hearing on a rezoning request for Bullsboro Drive.

Dean Smith gave the staff report. He stated that Templar Development Group, LLC is seeking to rezone a 12.56± on Bullsboro Drive for the purpose of developing a 95-unit townhouse condominium residential community. He added that in order to accomplish this, the applicant is seeking an RMH (Residential Multiple Family Dwelling-Higher Density) zoning designation. Dean Smith summarized the eight standards by which rezonings are considered. He stated that the request meets 6 of the 8 standards. Dean Smith also discussed the tree management plan comments from Mike Furbush, City Landscape Architect.

Dean Smith stated the applicant has proffered six conditions and listed them as follows:

- 1) The development will substantially comply with the site plan and elevations presented with this application.
- 2) No more than 10% of the units will be rentals.
- 3) Density will not exceed 8 units per acre.
- 4) Townhouse width will be no less than 24 feet.

- 5) Streets will be public.
- 6) The applicant will use a variety of techniques to avoid the monotonous appearance of identical row homes. Such techniques may employ, among others, the staggering of foundations and setbacks, the use of different front elevations (such as raising and lowering roof lines and using a mixture of gable and shed roof lines on roof dormers), architectural styles, building exteriors, and other similar techniques to provide a more pleasing appearance to the development. No vinyl or wood siding shall be allowed.

He added that should the Commission elect to recommend the request, staff would recommend that the following conditions be considered:

- 1) The project will be consistent with the density, project data, amenities, proffered conditions and architectural details as provided as part of the application.
- 2) The project will be capped at 95 units maximum.

George Rosenzweig, attorney for the applicant, stated that they are wanting to rezone 12 acres on Bullsboro from General Commercial to Residential High Density to build a 95-unit, fee-simple townhome complex with 8 units per acre. He added that Templar is a locally owned family run business by the Knight family. Rosenzweig said they are wanting to put the main entrance on Bullsboro and build 3 bedroom/2.5 bathrooms homes. He mentioned the price would be in the mid-300s and all elevations will change as shown in the virtual fly through of the development.

Jay Knight stated that his son (Zack) is a 3rd generation builder for Knight Homes. He gave background on his company.

Chairman Smith asked if there was emergency access off Berry Avenue. Knight stated that there would be a secondary entrance only for emergency vehicles and it would be blocked with removable pillars. Commissioner West asked about fire access. Dean Smith stated that if any development is 25 lots or more, they are required to have a second entrance and that entrance can be for emergency vehicles only.

Commissioner Crain asked if there would be a buffer between the development and the properties on Berry Avenue. Dean Smith stated that a 15-foot buffer would be required. Commissioner Crain asked if it was a planted buffer. Dean Smith stated that yes, it is a planted buffer.

Commissioner Hamlin stated that the site is classified business and that is what comes up on the future land use map. He added that if the City keeps making exceptions, then what is the purpose for having the map. Commissioner Hamlin said the City needed to do a better job of following the future land use map.

Brad Sears stated that as a general rule, 8 units/acres will have less impact than commercial properties. Commissioner Hamlin asked what impact was he referring to. Sears stated that there would be more impact to Bullsboro Drive if it were zoned commercial. Commissioner Hamlin argued that may be the case for traffic, but you now have a higher impact on schools

and emergency services when it becomes residential. Dean Smith stated that commercial impacts traffic more.

Chairman Smith stated that Bullsboro was not just commercial when it was developed. He added the Commission needs to look if the zoning is suitable. Chairman Smith added that if you look at what is around the area, there are two apartment complexes, commercial properties and lower density residential uses in neighboring RUI and RU7 zoning districts.

Commissioner Crain stated he felt the Alta decision was made because of Ashely Park and the fact that it was setback off of Bullsboro. Dean Smith stated that the wetlands also provided a natural buffer for the Alta Ashley project.

Commissioner Crain stated that he is familiar with the product and it is a great quality product; however, it just seems out of place on Bullsboro Drive and it is hard to comprehend someone wanting to buy a home next to a jail and the other commercial buildings around it.

Commissioner Hamlin stated that the prison is lit up like a Christmas tree at night and he does not see how anyone would want to live there.

Commissioner Hamlin made a motion to deny the rezoning request for Bullsboro Drive. Commissioner McEntire seconded the motion.

MOTION CARRIED (6-0)

Newnan Zoning Map

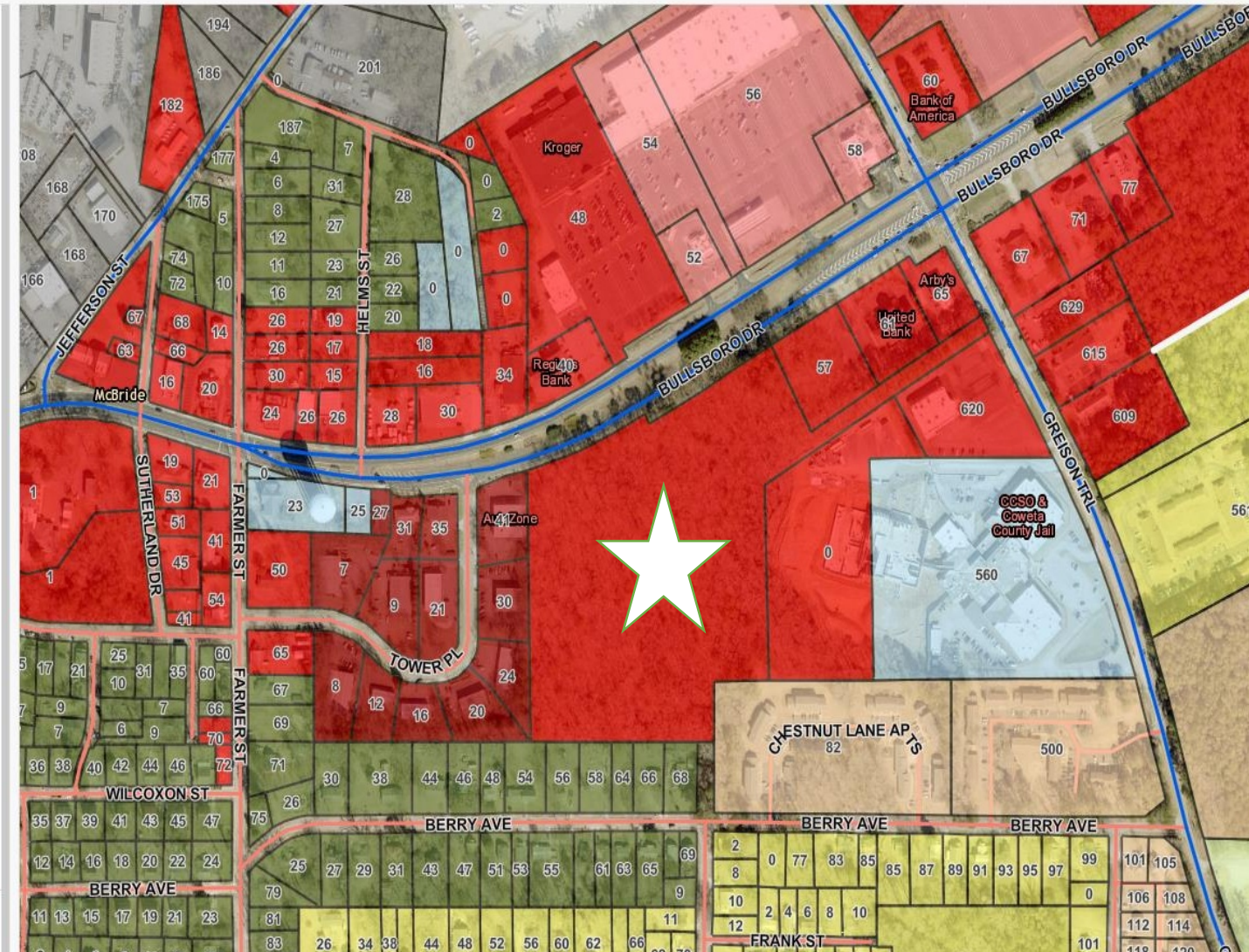
Click on Parcel to Display Information

Zoning

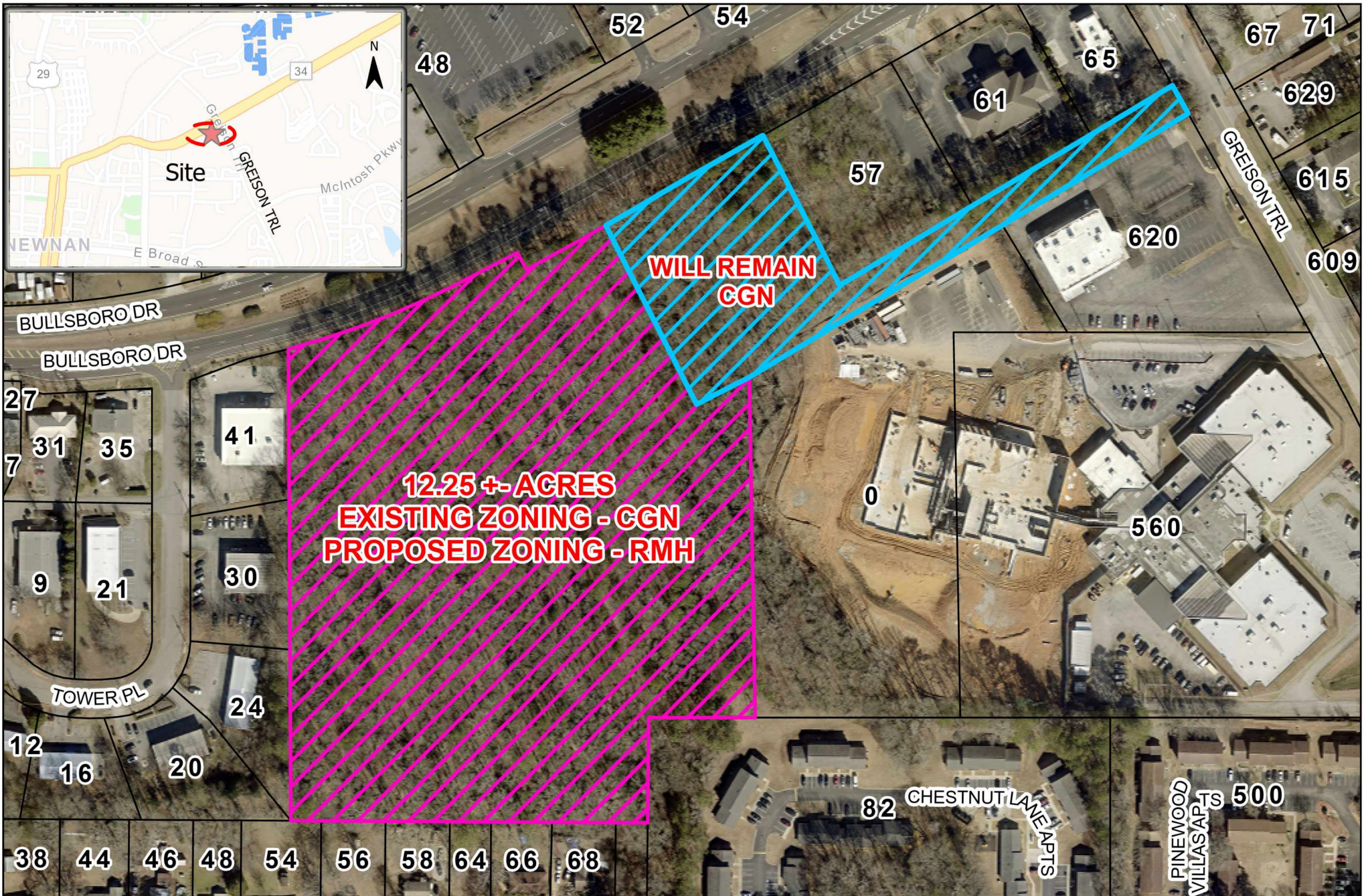
- PDR
- RU-7
- RS-15
- RU-1
- RU-2
- CGN
- CBD
- OSD-2
- RML
- IHV
- CUN
- CCS
- CHV
- OI-1
- PDC
- ILT
- OCR
- RMH
- PDO
- MXD
- OI-2

Road Classification

Minor







CITY OF NEWNAN



CITY OF NEWNAN
PLANNING DEPT.
25 LAGRANGE STREET
NEWMAN, GEORGIA 30263
www.NewnanGa.gov

Project Location

1 = 2,400 feet

Date: 8/24/2023 8:17 AM



Will Remain CGN



Existing CGN - Proposed RMH



City Limits

Parcel # N57 023

ADDRESS

BULLSBORO DR @ GREISON TRL
Newnan, Ga 30263

N0° 30' 54"W
733.00'

BULLSBORO DRIVE - VARIABLE R/W

N/F
UNITED BANK
DB 3785 PG 208
PB 79 PG 114
TAX PARCEL N57 021
ZONED C3

N/F
UNITED BANK
DB 3785 PG 208
PB 79 PG 114
TAX PARCEL N57 195
ZONED C3

EGRESS EASEMENT
3785 PG 208
PG 114

N/F
FIRST ASSEMBLY OF GOD OF GRIFFIN
DB 4828 PG 633
PB 45 PG 212
TAX PARCEL N57 019
ZONED E2

N/F
POWER EQUIPMENT DISTRIBUTORS INC
DB 5405 PG 139
PB 81 PG 77
TAX PARCEL N57 195
ZONED C4

N/F
COWETA COUNTY
DB 3652 PG 589
PB 91 PG 7
TAX PARCEL N57 469
ZONED E1

155.40'
N88° 47' 36"W

N/F
CHESTNUT LANE LIMITED PARTNERSHIP
DB 482 PG 313
PB 45 PG 46
TAX PARCEL N57 040
ZONED C4

GREYSON TRAIL - 80' R/W

[illegible]

Surveyor's Notes

1. The bearing basis and any information in this drawing is based on recorded deeds and previous surveys of the parcels shown hereon. No field survey was performed. Any existing survey of the parcels was performed using GIS aerial imagery and should not be considered to be on a known/supplemented coordinate system.
2. Any distances specified hereon are horizontal ground distances.
3. The parcel lines in Zones "A" & "B" per the Federal Emergency Management Agency Flood Insurance Rate Map, Panel Number 13077C0140, revised February 6, 2013.

Rev.	Date	Description	By	Chk'd	App'd
Drawing Status				Suitability	

FOR INFORMATION

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TEMPLAR DEVELOPMENT

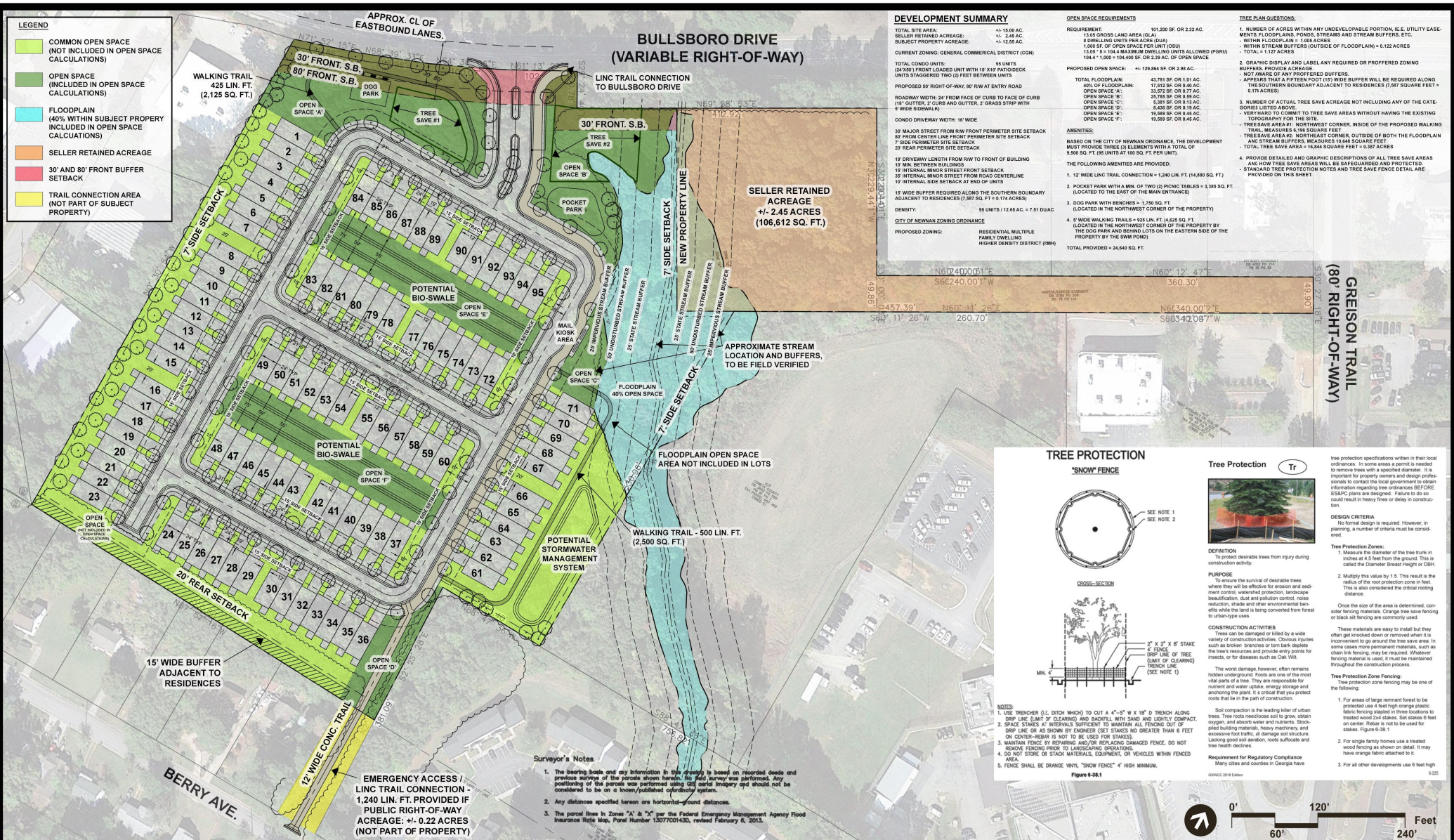
Project Title

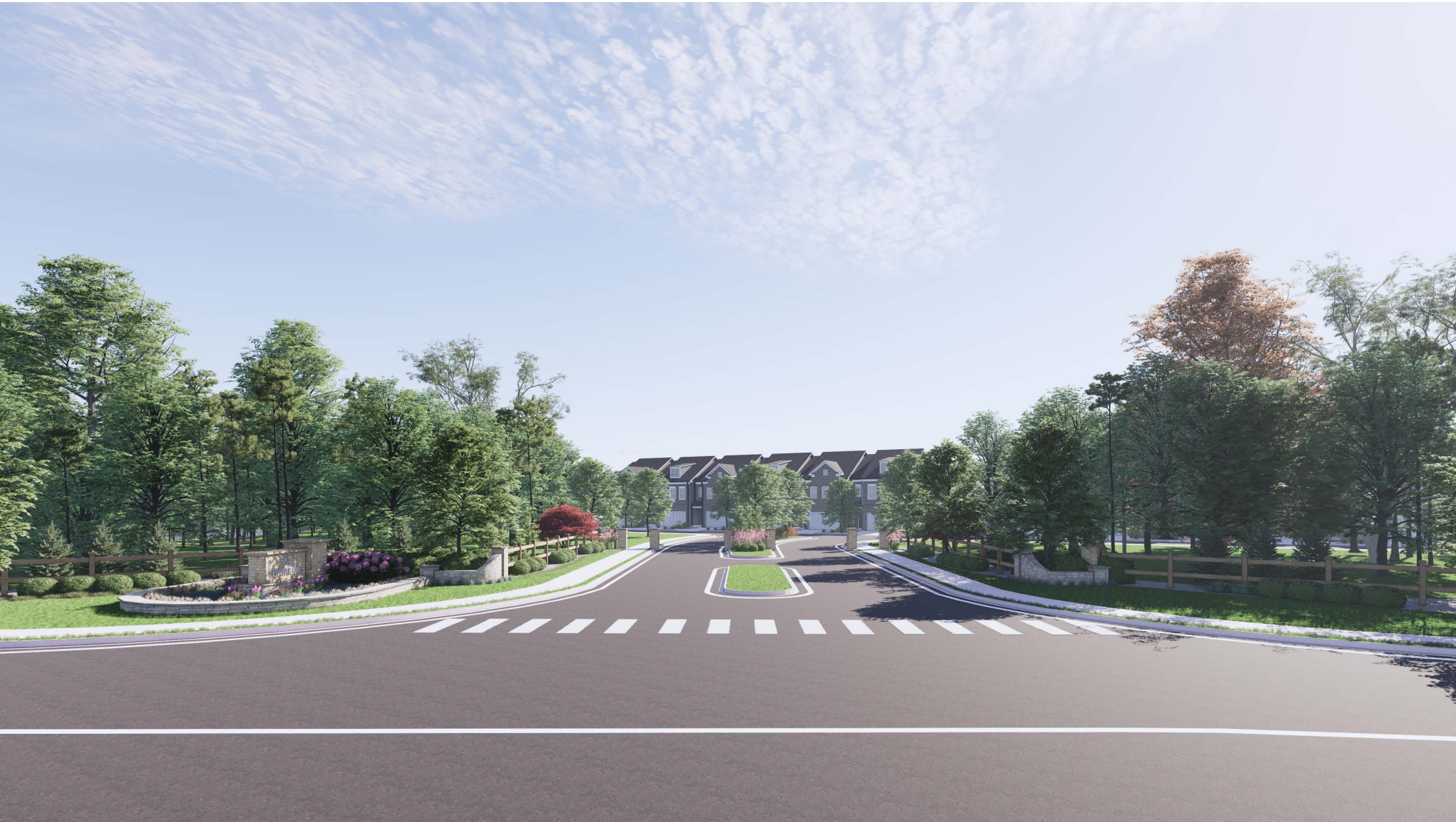
Project Location

LAND LOTS 44
XX DISTRICT
COWETA COUNTY, GEORGIA

Scale AS SHOWN	Designed —	Drawn CH	Checked —	Authorized —
Original Size ANSI D	Date —/—/—	Date 06/09/23	Date —/—/—	Date —/—/—

100085645



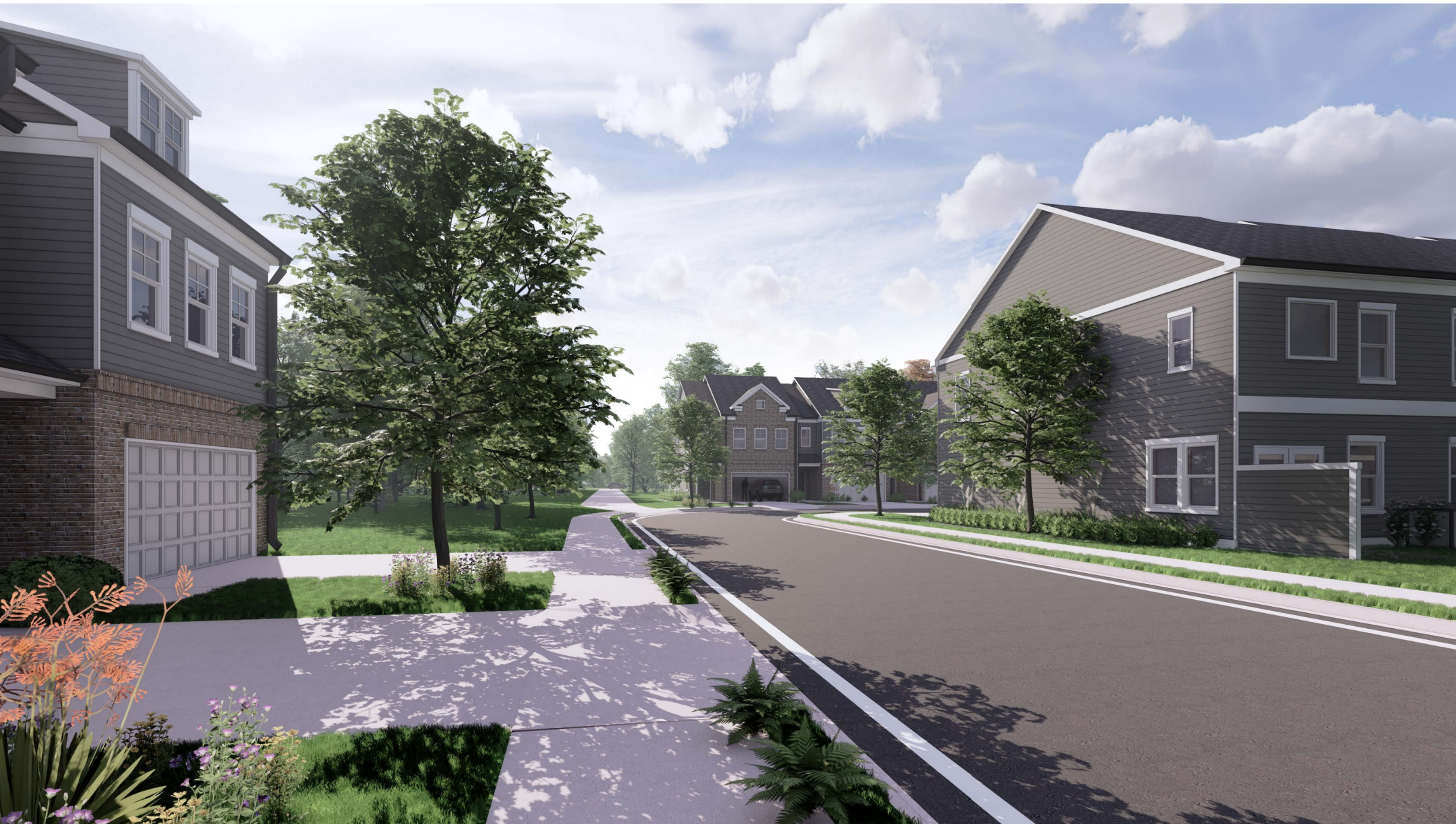
















Memorandum

Date: November 1, 2023

From: Marc R. Acampora, PE

Subject: Trip Generation Study for Proposed Sky Townes Residential Townhome Development
Bullsboro Drive (SR 34), City of Newnan, Georgia

Marc R. Acampora, PE, LLC has performed a trip generation study for a proposed residential townhome development in the City of Newnan. The site is located along the south side of Bullsboro Drive (SR 34), as shown in Figure 1.

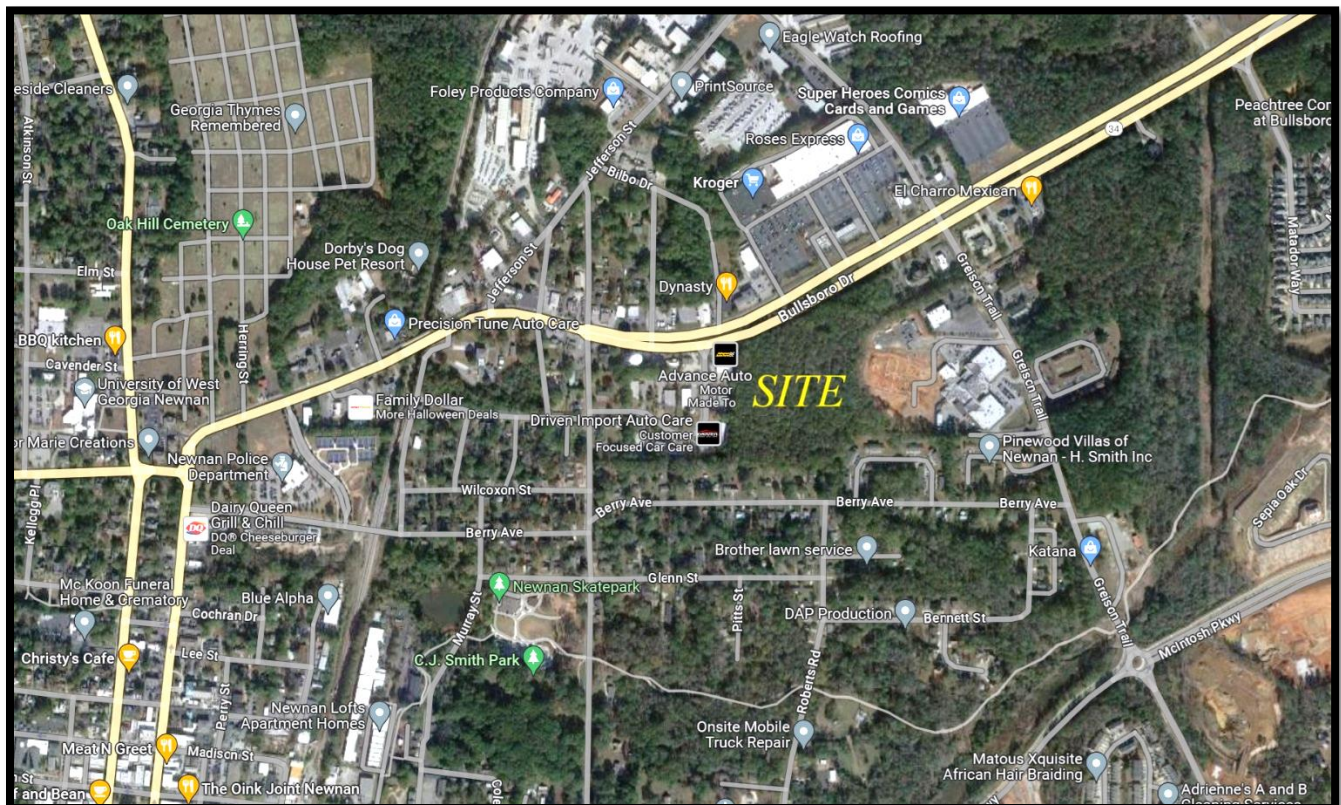


Figure 1 – Site Location Map

The proposed development will be a residential townhome development with 95 townhomes. Access will be provided at one right-in/right-out driveway on Bullsboro Drive with an emergency-only access to the rear to Berry Avenue. The proposed site plan is shown in Figure 2.

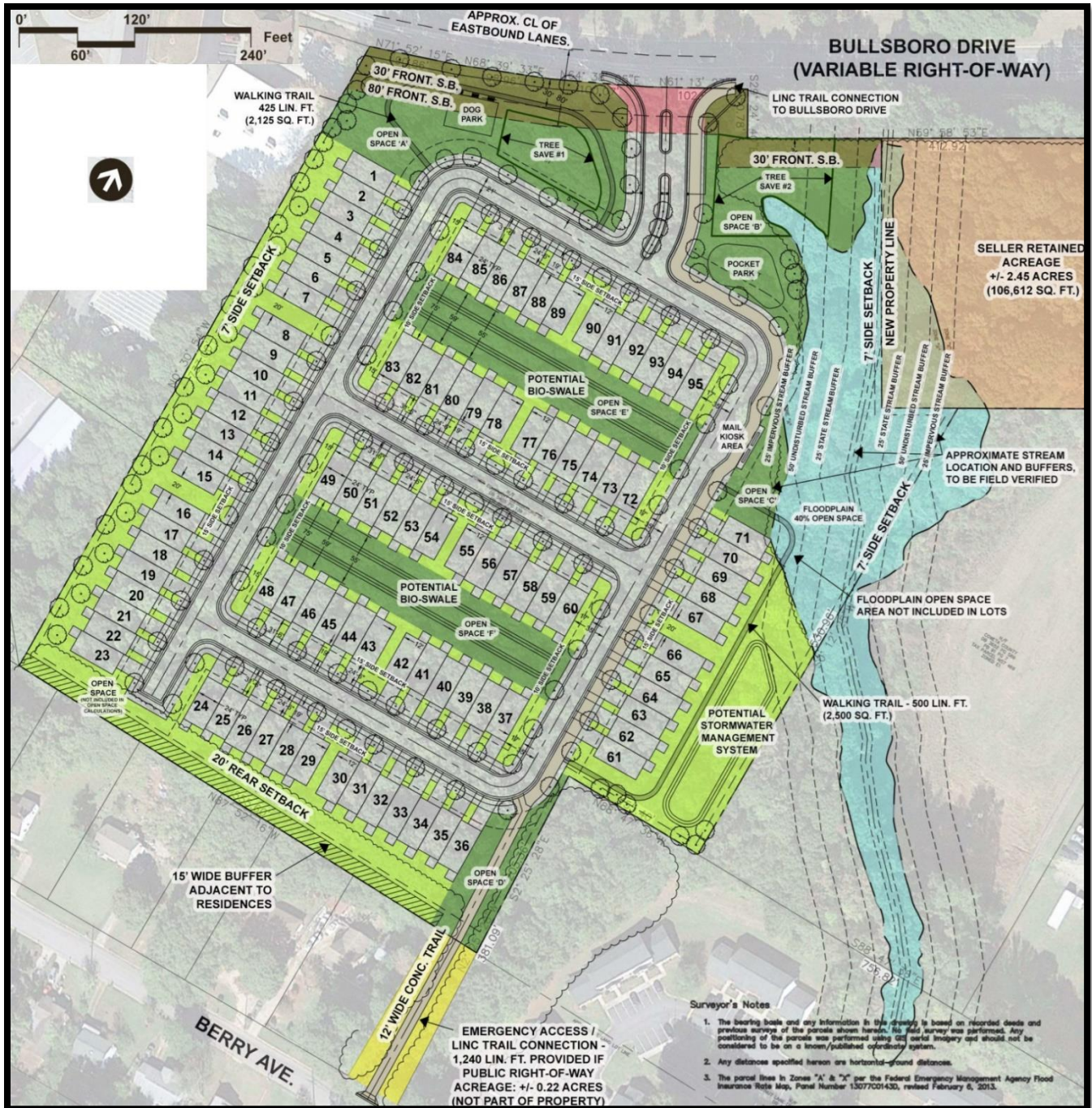


Figure 2 – Site Plan

The volume of traffic that will be generated by the proposed townhomes was calculated using the equations in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition*. ITE Land Use 215 – Single Family Attached Housing was chosen as representative of the development. The trip generation is summarized in Table 1.

Table 1 – Proposed Townhomes Trip Generation

Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour
			In	Out	Total	In	Out	Total	2-Way
Single Family Attached Housing	215	95 homes	11	33	44	31	22	53	674

The proposed townhomes will generate 44 trips in the morning peak hour, 53 trips in the evening peak hour, and 674 daily trips.

**TEMPLAR DEVELOPMENT
GROUP, LLC
SKYE TOWNHOMES
REZONING APPLICATION**

**CGN to RMH
(Residential Multiple-Family Dwelling)
12.56 acres south of Bullsboro Drive between
Greison Trail and Tower Place
Tax Reference # N57 023**

Applicant's Representative:
George C. Rosenzweig
75 Jackson Street, Suite 405
Newnan, Georgia 30263
george@cowetalaw.com
(470) 347-3651
State Bar: 614925



NEWNAN
GEORGIA

CITY OF NEWNAN, GEORGIA
Planning & Zoning Department

25 LaGrange Street
Newnan, Georgia 30263
Office (770) 254-2354
Fax (770) 254-2361

APPLICATION TO AMEND ZONING MAP

Note to Applicant: Please be sure to complete all entries on the application form. If you are uncertain to the applicability of an item, contact The Planning & Zoning Department at 770-254-2354. Incomplete applications or applications submitted after the deadline will not be accepted.

Name of Applicant Templar Development Group, LLC

Mailing Address 160 Whitney Street, Fayetteville, Georgia 30214

Telephone George C. Rosenzweig: 470-347-3651 Email: jay@templar-dev.com and george@cowetalaw.com

Property Owner (Use back if multiple names) Power Equipment Distributors Inc.

Mailing Address 46061 Van Dyke Avenue, Utica, Michigan 48317

Telephone _____

Address/Location of Property 12.56 acres south of Bullsboro Drive between Greison Trail and Tower Place

Tax Parcel No.: N57 023 Land Lot _____

District/Section _____ Size of Property (Square Feet or Acres) 12.56 acres

Present Zoning Classification: CGN Proposed Zoning Classification: RMH

Present Land Use: Undeveloped

To the best of your ability, please answer the following questions regarding the application:

Explain how conditions have changed that renders the zoning map designation invalid and no longer applicable _____

This property has been undeveloped as Commercial for many years. Newnan has a substantial need for housing. The proposed rezoning will create an infill, readily accessible district with strong walkability characteristics.

If the proposed zoning map change is an extension of an existing adjacent zoning district, provide an explanation why the proposed extension should be made N/A

If the requested change is not designed to extend an adjacent zoning district, explain why this property should be placed in a different zoning district than all adjoining property. In other words, how does this property differ from adjoining property and why should it be subject to different restrictions? Areas of commercial development have bypassed the

subject property. The subject property would make an excellent infill residential district walkable to commercial areas

presently located across Bullsboro Drive.

Please attach all the following items to the completed application:

1. A letter of intent giving the details of the proposed use of the property which should include, at a minimum, the following information:
 - What the property is to be used for, if known.
 - The size of the parcel or tract.
 - The zoning classification requested and the existing classification at the filing of this application.
 - The number of units proposed.
 - For non-residential projects, provide the density of development in terms of floor area ratio (FAR).
 - Any proposed buffers and modification to existing buffers.
 - Availability of water and sewer facilities including existing distance to property.
2. Name and mailing addresses of all owners of all property within 250 feet of the subject property (available from the County Tax Assessor records). This is encouraged to be submitted in a mail merge Microsoft Word data file format.
3. Legal description of property. This description must establish a point of beginning; and from the point of beginning, give each dimension bounding the property that the boundary follows around the property returning to the point of beginning. If there are multiple property owners, all properties must be combined into one legal description. If the properties are not contiguous, a separate application and legal description must be submitted for each property. For requests for multiple zoning districts, a separate application and legal description must be submitted for each district requested. A copy of the deed may substitute for a separate description.
4. A certified plat (stamped and dated) drawn to scale by a registered engineer, architect, land planner, land surveyor, or landscape architect that shall include the following information:
 - ✓ Boundary survey showing property lines with lengths and bearings
 - ✓ Adjoining streets, existing and proposed, showing right-of-way
 - ✓ Locations of existing buildings dimensioned and to scale, paved areas, dedicated parking spaces, and other property improvements
 - ✓ North arrow and scale
 - ✓ Adjacent land ownership, zoning and current land use
 - ✓ Total and net acreage of property
 - ✓ Proposed building locations
 - ✓ Existing and proposed driveway(s)
 - ✓ Lakes, ponds, streams, and other watercourses
 - ✓ Floodplain, wetlands, and slopes equal to or greater than 20 percent
 - ✓ Cemeteries, burial grounds, and other historic or culturally significant features
 - ✓ Required and/or proposed setbacks and buffers
5. Submit one (1) copy in an 18" x 24" format and one copy in a pdf digital file format.
6. Completed Proffered Conditions form.
7. Completed Disclosure of Campaign Contributions and Gifts form.
8. If the applicant and the property owner are not the same, complete the Property Owner's Authorization form and/or the Authorization of Attorney form.
9. For multiple owners, a Property Owner's Authorization form shall be submitted for each owner.
10. A community impact study must be submitted if the development meets any of the following criteria:
 - Office proposals in excess of 200,000 gross square feet
 - Commercial proposals in excess of 250,000 gross square feet
 - Industrial proposals which would employ over 500 persons
 - Multi-Family proposals in excess of 150 units

11. A Development of Regional Impact form shall be completed and submitted to the City if the request meets any of the criteria in §10-10 (b)(2)(h) on page 10-7 of the Newnan Zoning Ordinance.
12. Fees for Amending the Zoning Map shall be made payable to the **City of Newnan** and are listed below:
- Single-Family Application.....\$500.00/Plus \$15.00 Per Acre
 - Multi-Family Application.....\$500.00/Plus \$25.00 Per Acre
 - Office/Institutional Application.....\$500.00/Plus \$15.00 Per Acre
 - Commercial Application.....\$500.00/Plus \$25.00 Per Acre
 - Industrial Application.....\$500.00/Plus \$15.00 Per Acre
 - Mixed Use Application.....\$500.00/Plus Per Acre fee
based upon proposed land use.
 - Planned Development Application.....\$500.00/Plus per Acre fee
based upon proposed land use.
 - Overlay Zoning Application.....\$350.00

PLEASE NOTE: THIS APPLICATION MUST BE FILED BY THE 1st OF THE MONTH TO BE CONSIDERED FOR THE PLANNING COMMISSION MEETING OF THE FOLLOWING MONTH.

I (We) hereby authorize the staff of the City of Newnan to inspect the premises of the above-described property. I (We) do hereby certify the information provided herein is both complete and accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

Sworn to and subscribed before me this

8th day of August, 2023

Signature of Applicant

Nancy K. Williams
Notary Public

(Affix Raised Seal Here)

FOR OFFICIAL USE ONLY

DATE OF PRE-APPLICATION CONFERENCE : _____

RECEIVED BY: Dean Smith

DATE OF FILING: 8/9/23

FILING FEE RECEIVED: _____

DATE OF NOTICE TO NEWSPAPER: _____

DATE OF PUBLIC HEARING: _____

PLANNING COMMISSION RECOMMENDATION (DATE): _____

DATE OF TRANSMITTAL TO CITY COUNCIL: _____

CITY COUNCIL DECISION (DATE): _____



August 9, 2023

BY HAND DELIVERY

Mr. Dean Smith, Senior Planner
Planning and Zoning Department
City of Newnan, Georgia
25 LaGrange Street
Newnan, Georgia 30263

RE: REVISED LETTER OF INTENT FOR REZONING – MAP AMENDMENT
From CGN to RMH for 12.56 Acres, Tax Parcel N57 023 for
Condominium Style Cottages, Density not to exceed 8 Units per Acre

Dear Mr. Smith:

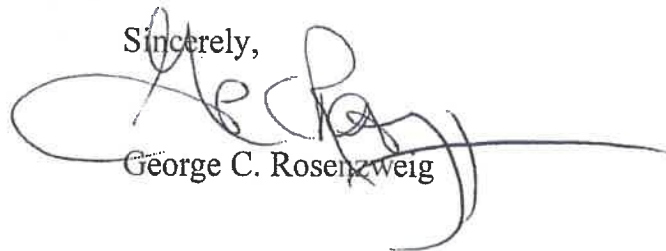
I represent Templar Development Group, LLC and Power Equipment Distributors, Inc.

On my clients' behalf, I am submitting this letter of intent for a rezoning map amendment, as part of a rezoning application to RMH, in order to develop an approximately 12.56-acre tract of land located on Bullsboro Drive in the City of Newnan for high-quality, attached, two-story, condominium-style cottages not to exceed 8 units per acre.

The Templar Development Group, LLC team and I welcome the opportunity to answer any questions relating to this application and to a successful presentation to the City of Newnan Planning Commission and Newnan City Council.

Thank you for your consideration.

Sincerely,



George C. Rosenzweig

GCR/nkw

GEORGE C. ROSENZWEIG
75 Jackson Street, Suite 405, Newnan, Georgia 30263
Tel: 470-347-3651 Fax: 470-347-3656 Email: george@cowetalaw.com
www.rosenzweig.law

SKYE – TOWNHOME TRACT

PROPERTY DESCRIPTION

All that tract or parcel of land lying in Land Lot 41, 5th District, Coweta County, Georgia and being more particularly described as follows:

COMMENCE at point located at the intersection of the easterly right-of-way line of Greison Trail (having a width of 80 feet) and the southerly right-of-way line of Bullsboro Drive (having a variable width);

Thence run along said southerly right-of-way line of Bullsboro Drive the following courses and distances:

Thence, South 59 degrees 51 minutes 01 seconds West a distance of 112.23 feet to a point;

Thence, North 29 degrees 21 minutes 36 seconds West a distance of 20.26 feet to a point;

Thence, South 60 degrees 24 minutes 06 seconds West a distance of 34.00 feet to a point;

Thence, South 60 degrees 19 minutes 32 seconds West a distance of 64.00 feet to a point;

Thence, South 60 degrees 25 minutes 55 seconds West a distance of 150.30 feet to a

point;

Thence, South 59 degrees 58 minutes 53 seconds West for a distance of 239.91 feet to a point;

Thence, South 59 degrees 58 minutes 53 seconds West for a distance of 275.00 feet to a point, said point being the POINT OF BEGINNING;

Thence, leaving said southerly right-of-way line, South 30 degrees 00 minutes 01 seconds East for a distance of 278.31 feet to a point;

Thence, North 60 degrees 11 minutes 26 seconds East for a distance of 78.31 feet to a point;

Thence, South 00 degrees 12 minutes 25 seconds West for a distance of 530.96 feet to a point;

Thence, North 88 degrees 47 minutes 36 seconds West for a distance of 155.40 feet to a point;

Thence, South 02 degrees 25 minutes 28 seconds East for a distance of 205.36 feet to a point on the southerly line of Land Lot 41;

Thence, run along said southerly Land Lot Line, North 87 degrees 52 minutes 16 seconds West for a distance of 555.60 feet to a point;

Thence, leaving said southerly Land Lot Line, North 00 degrees 30 minutes 54 seconds West for a distance of 733.00 feet to a point on the southerly right-of-way line of Bullsboro Drive;

Thence run along said southerly right-of-way line of Bullsboro Drive the following courses and distances:

Thence, North 71 degrees 52 minutes 15 seconds East for a distance of 90.86 feet to a point;

Thence, North 68 degrees 39 minutes 33 seconds East for a distance of 98.96 feet to a point;

Thence, North 64 degrees 38 minutes 05 seconds East for a distance of 100.07 feet to a point;

Thence, North 61 degrees 13 minutes 27 seconds East for a distance of 102.68 feet to a point;

Thence South 29 degrees 24 minutes 40 seconds East a distance of 50.78 feet to a point;

Thence, North 59 degrees 58 minutes 53 seconds East for a distance of 137.92 feet to the POINT OF BEGINNING.

Said tract or parcel of land contains 547,183 square feet or 12.562 acres.



NEWNAN
GEORGIA

City of Newnan, Georgia Attachment A Proffered Conditions

As part of an application for a rezoning, a property owner **MAY** proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials.
(Please refer to Article 10 of the Zoning Ordinance for complete details.)

Please list any written proffered conditions below:

1. The development will substantially comply with the site plan and elevations presented with this application.
2. No more than 10% of units will be rentals.
3. Density will not exceed 8 units per acre.
4. Townhouse width will be no less than 24 feet.
5. Streets will be public.
6. The Applicant will use a variety of techniques to avoid the monotonous appearance of identical row homes. Such techniques may employ, among others, the staggering of foundations and setbacks, the use of differing front elevations (such as raising and lowering roof lines and using a mixture of gable and shed roof lines on roof dormers), architectural styles, building exteriors, and other similar techniques to provide a more pleasing appearance to the development. No vinyl or wood siding shall be allowed.

Any development plans, profiles, elevations, or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application:

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

Signature of Applicant

Type or Print Name and Title

Signature of Applicant's Representative

George C. Rosenzweig, Attorney

Type or Print Name and Title

Signature of Notary Public

Date

(Affix Raised Seal Here)





NEWNAN
GEORGIA

City of Newnan, Georgia
Attachment B

Disclosure of Campaign Contributions & Gifts

Application filed on _____, 20__ for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:
12.56 acres south of Bullsboro Drive between Greison Trail and Tower Place

The undersigned below, making application for Planning Commission action, has complied with the Official Code of Georgia Section 36-67A-1, et.seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.

All individuals, business entities, or other organizations¹ having a property or other interest in said property subject of this application are as follows:

Templar Development Group, LLC

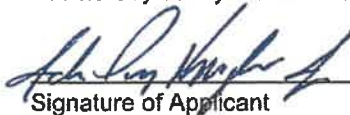
Have you as applicant or anyone associated with this application or property, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Newnan City Council or a member of the Newnan Planning Commission? ☐ Yes ☒ No

If YES, please complete the following section (attach additional sheets if necessary):

Name and Official Position of Government Official	Contributions (List all which aggregate to \$250 or more)	Date of Contribution (Within last 2 years)
N/A		

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

Templar Development Group, LLC:


Signature of Applicant


Type or Print Name and Title

Signature of Applicant's Representative

Type or Print Name and Title


Signature of Notary Public Date

(Affix Raised Seal Here)

¹Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust while other organization means non-profit organization, labor union, lobbyist or other industry or casual representative, church, foundation, club, charitable organization, or educational organization.



City of Newnan, Georgia
Attachment B

Disclosure of Campaign Contributions & Gifts

Application filed on _____, 20__ for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:

12.56 acres south of Bullsboro Drive between Greison Trail and Tower Place

The undersigned below, making application for Planning Commission action, has complied with the Official Code of Georgia Section 36-67A-1, et.seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.

All individuals, business entities, or other organizations¹ having a property or other interest in said property subject of this application are as follows:

George C. Rosenzweig

Have you as applicant or anyone associated with this application or property, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Newnan City Council or a member of the Newnan Planning Commission? Yes ☐ No ☒

If YES, please complete the following section (attach additional sheets if necessary):

Name and Official Position of Government Official	Contributions (List all which aggregate to \$250 or more)	Date of Contribution (Within last 2 years)

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

Signature of Applicant

Signature of Applicant's Representative

Type or Print Name and Title

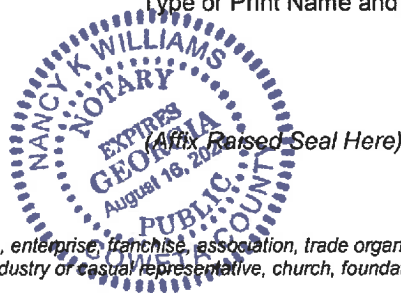
George C. Rosenzweig, Attorney

Type or Print Name and Title

Signature of Notary Public

Date

7-27-2023



¹Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust while other organization means non-profit organization, labor union, lobbyist or other industry or casual representative, church, foundation, club, charitable organization, or educational organization.

The undersigned below, making application for Planning Commission action, has complied with the Official Code of Georgia Section 36-67A-1, et seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.

All individuals, business entities, or other organizations having a property or other interest in said property subject of this application are as follows:

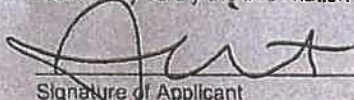
Power Equipment Distributors Inc.

Have you as applicant or anyone associated with this application or property, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Newnan City Council or a member of the Newnan Planning Commission? Yes ☐ No ☒

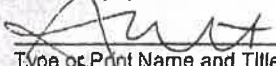
If YES, please complete the following section (attach additional sheets if necessary):

Name and Official Position of Government Official	Contributions (List all which aggregate to \$250 or more)	Date of Contribution (Within last 2 years)

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.


Signature of Applicant

Power Equipment Distributors Inc.:


Type or Print Name and Title

Signature of Applicant's Representative

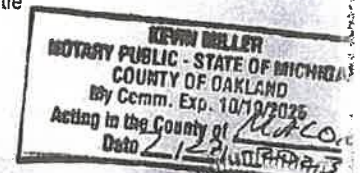
Beverly DeVriendt, President
Type or Print Name and Title

Signature of Notary Public

Date

(Affix Raised Seal Here)

*Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust while other organization means non-profit organization, labor union, lobbyist or other industry or casual representative, church, foundation, club, charitable organization, or educational organization.





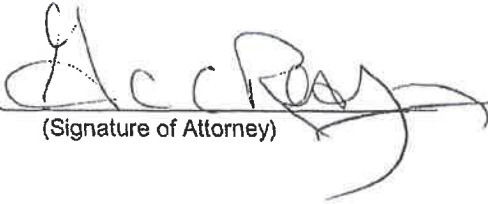
NEWNAN
GEORGIA

City of Newnan, Georgia
Attachment D

Attorney's Authorization

NOTE: *If an attorney-at-law has prepared this application, please fill out the information below:*

I swear as an attorney-at-law, I have been authorized by the owner(s) to file the attached application for a rezoning of property.



(Signature of Attorney)

Name of Attorney George C. Rosenzweig

Address 75 Jackson Street, Suite 405

Newnan, Georgia 30263

Telephone 470-347-3651

Date 7.31.2023



August 9, 2023

BY HAND DELIVERY

Mr. Dean Smith
Senior Planner
City of Newnan
25 LaGrange Street
Newnan, Georgia 30263

RE: Rezoning Application Revisions – 12.56 acres south of Bullsboro Drive
between Greison Trail and Tower Place (Parcel # N57 023) requested by
Templar Development Group, LLC

Dear Mr. Smith:

As we discussed, enclosed are amended and revised rezoning application materials,
together with a title opinion from Charles Witcher regarding the strip of property between the
subject tract and Berry Avenue. Should you have further questions or suggestions, please contact
me at your convenience.

Sincerely,

George C. Rosenzweig

GCR/nkw
Enclosures

GEORGE C. ROSENZWEIG
75 Jackson Street, Suite 405, Newnan, Georgia 30263
Tel: 470-347-3651 Fax: 470-241-1251 Email: george@cowetalaw.com
www.rosenzweig.law



HORNE & GRIFFIS. P.C.
32 South Court Square, P.O. Box 220
Newnan, Georgia 30264
www.newnanlaw.com

CHARLES C. WITCHER

TELEPHONE (770) 253-3282
FAX (770) 251-7262
EMAIL chuck@newnanlaw.com

August 8, 2023

Mr. George Rosenzweig, Esq.
75 Jackson Street
Building 400, Suite 405
Newnan, GA 30263

Dear George,

As you requested, I have examined the deed records relating to that strip of property which is located on the north side of Berry Avenue, between Coweta County Tax Assessor Parcels N34 0001 019 (David Moreno) and N57 040 (Chestnut Lane Limited Partnership), and adjacent to the south side of Parcel N57 023 (Power Equipment Distributors, Inc.). It is my conclusion from this title examination that this strip is the northernmost part of the road designated "Robert Road" on that plat of survey of the R. B. Robinson East Washington Subdivision dated April 1945, prepared by T. Y. Mattox, and recorded in Coweta County Deed Book 45, Page 465. This plat shows a designation of "50'" on the south side of this strip, on the north side of Berry Avenue Ext. It would appear that it was the developer's intention to leave this 50 foot strip open as a street, since Mr. Robinson did not make it a part of the two lots adjoining it.

Although I did not find a road deed from R. B. Robinson to the City of Newnan for the streets shown on this plat, I have found in numerous title examinations that there are no deeds for many city streets. I have no doubt that the streets shown on this plat are city-maintained street, despite not having found a deed to the city for them.

The street designated "Robert Road" on this plat is now known as Roberts Road. I note on the attached 2006 Tax Map that this strip of land is designated "Prop. St. Ext", having a width of 50 feet.

I trust that the above information will be beneficial to the resolution of this matter. Please let me know whenever I can be of further service in connection with this or any other matter.

Very Truly Yours,

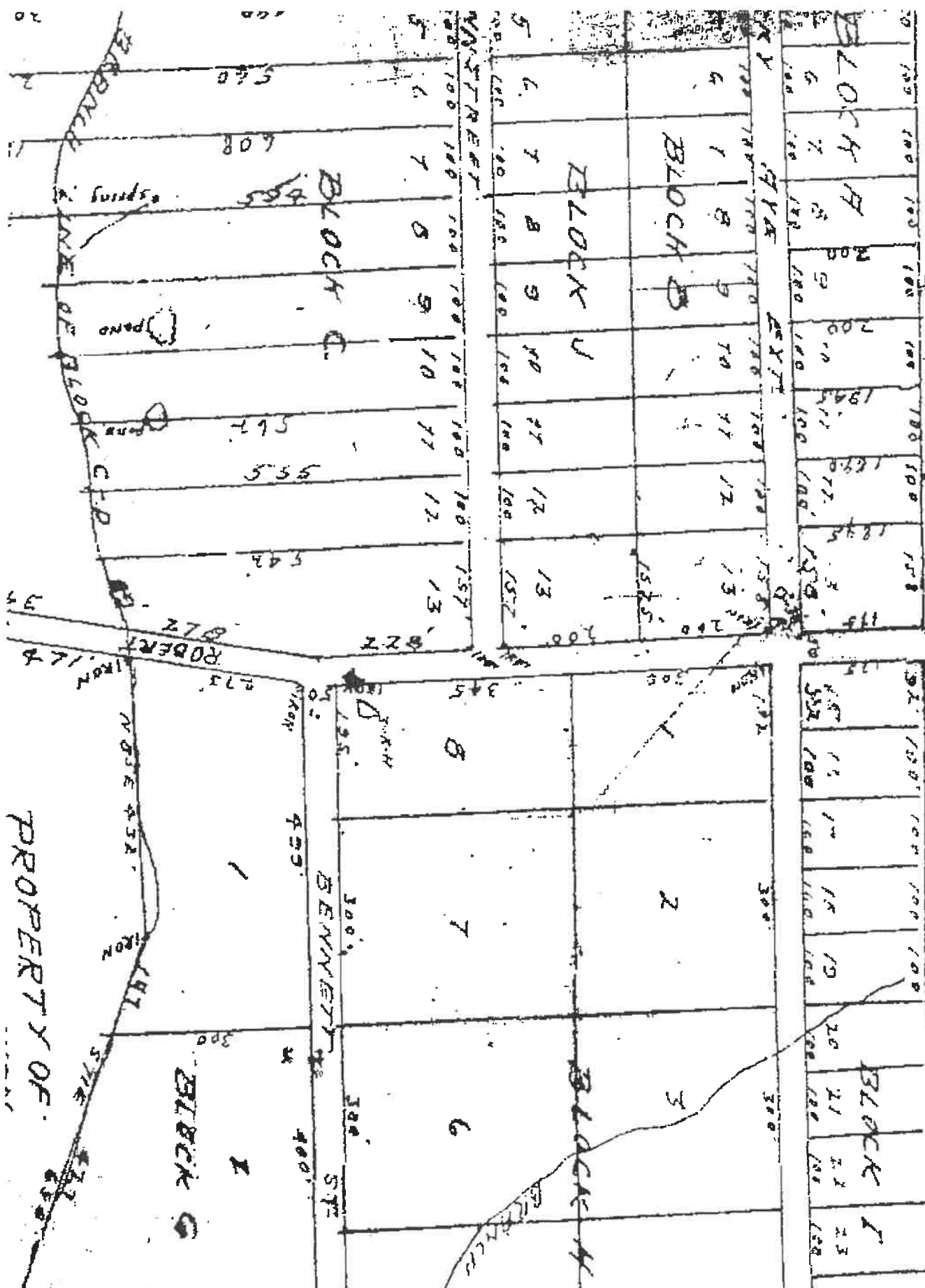
Charles C. Witcher

ODB 45 pg 465



WILLIAM

Page 177 of 268



GEORGIA HIGHWAY (BULLSBORO DR.)

HELM'S ST.

SPONCLER ST.

WILCOX ST.

BERRY AVE.

GLENN ST.

PITTS ST.

FRANK ST.

ROBERTS ROAD

TOWER PLACE

2A

27A

28A

30A

31A

32A

33A

34A

35A

36A

37A

38A

39A

40A

41A

42A

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The City of Newnan, Georgia

Office of the City Engineer

August 24, 2023

City Engineer Review

REZONING REQUEST

Portion of Tax Parcel N57023

15.00 Acres

Bullsboro Drive

Environmental:

1. The development plan shall follow the design standards and guidance per the Georgia Storm Water Management Manual, in compliance with the **Post-Development Stormwater Management Ordinance** for the City of Newnan.
2. The development plan shall include a three-phased erosion control plan in compliance with the **Soil Erosion, Sedimentation and Pollution Control Ordinance** for the City of Newnan.
3. All streams, wetlands and other environmentally sensitive areas such as floodplain and floodway shall be delineated and located within open space to the extent practically possible. The development plan shall be in compliance with the **Floodplain Management and Flood Damage Prevention Ordinance** for the City of Newnan. Any development within a floodplain or waters of the US shall be properly permitted with the Federal Emergency Management Agency (FEMA), or the United States Army Corp of Engineers (USACE), as applicable.
4. This parcel contains a perennial stream, therefore, the **City of Newnan, Georgia Stream Buffer Protection Ordinance** shall apply. An undisturbed natural vegetative buffer shall be maintained for 50 feet, measured horizontally, on both banks (as applicable) of the stream as measured from the point of rested vegetation. An additional setback shall be maintained for 25 feet, measured horizontally, beyond the undisturbed natural vegetative buffer, in which all impervious cover shall be prohibited. Grading, filling and earthmoving shall be minimized within the setback.

Transportation:

1. ADA compliant sidewalks, 5 feet in width, shall be provided along the public Right of Way for Bullsboro Drive for the full length of the site, or to match existing. ADA compliant sidewalks, 5 foot in width, shall be provided throughout the proposed development, on both sides of all streets, and shall connect to the sidewalks in the Right of Way for Bullsboro Drive.
2. Traffic impact: applicant shall provide the peak hour trip generation, AM and PM, for the development, in accordance with the ITE (Institute of Transportation Engineers) Trip Generation Manual, latest edition, and shall be included with the DEVELOPMENT SUMMARY as shown in the Conceptual Master Plan. A peak hour trip generation of 100

or more shall require a Traffic Impact Study, in accordance with standards established by ITE.

3. Access: the development requires two separate entrances, applicant to provide assurance the proposed emergency access shown from Berry Avenue is viable.
4. Assurance, by permit, for driveway connection to Bullsboro Drive (State Route 34), by the Georgia Department of Transportation (GDOT), shall be provided prior to the issuance of any permit for land disturbing activities (LDP), by the City.
5. Traffic Control Devices: all traffic control devices shall be in compliance with the latest standards of the MUTCD (Manual on Uniform Traffic Control Devices).
6. The City of Newnan makes no assurance the proposed 12 foot wide concrete trail, as show in the Conceptual Master Plan, will directly connect to the City's existing or future multi-use pathway, the LINC.
7. No monuments or other objects that may be considered as traffic hazards shall be permitted within the Right of Way for any public street.

Respectfully,

Michael Klahr

William M. Klahr, P.E., CFM
Director of Engineering



NEWNAN FIRE DEPARTMENT

23 JEFFERSON STREET • NEWNAN, GA 30263
770-253-1851 (P) • 770-638-8678 (F)



Stephen R. Brown, Fire Chief

August 16, 2023

Dear Dean,

The following information is regarding the upcoming rezoning for the revised Sky Townes Conceptual Plan.

Similar developments for comparisons that you previously sent were Chastain Park, Madison Park at Newnan Lakes and The Highlands at Newnan Crossing. Over the last two years our department responded to 139 emergencies to the aforementioned three developments.

The potential impact will be increased population, increased traffic, and increased houses to service. Along with our current service areas, it could possibly increase response times to all service areas.

We strive for excellence and to continue serving our citizens as we do currently. Therefore, the impact of the proposed property may require additional equipment and manpower in the future.

Best Regards,

Stephen Brown



June 20, 2023

Dean Smith
Senior Planner
City of Newnan
25 LaGrange Street
Newnan, Georgia 30263

RE: Skye Townes – 95 Units – Parcel # N57 023

Mr. Smith,

I am writing per your request to confirm that Newnan Utilities will be the electric, water and sewer service provider for the above referenced project. At this time Newnan Utilities has ample capacity to serve this proposed facility based on the following information:

- Parcel Number N57 023
 - 15.00 Acres
 - Attached concept plan
1. Electric:
 - a. Developer shall provide Newnan Utilities Engineering with AutoCAD drawing files for electrical design.
 - b. Developer or Electrical Engineer shall complete Newnan Utilities load data sheet.
 - c. Electrical shall be built out per Newnan Utilities contractor manual.
 2. Sanitary Sewer:
 - a. Developer shall connect to Newnan Utilities Sanitary Sewer System.
 - b. Developer is responsible for all upgrade costs necessary to serve said property, but not limited to:
 - i. Design and Construction of development sanitary sewer system per Newnan Utilities Specifications.
 - ii. Design and construction of connection to Newnan Utilities Sanitary Sewer System.

70 Sewell Road
Newnan, GA 30263
770-683-5516
770-683-0292 fax
www.NewnanUtilities.org

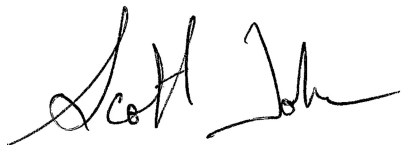
- iii. Cost for analyzing existing sanitary sewer system by an engineering firm approved by Newnan Utilities.
- iv. Existing sanitary sewer upgrades to handle proposed development. This is to include any lift station upgrades, gravity sanitary sewer upgrades, Sanitary sewer force main upgrades, and any other upgrades deemed necessary by Newnan Utilities.
- v. Line extension fees associated with connection to Newnan Utilities Sanitary Sewer System.
- vi. Sanitary Sewer Impact fees associated with connection to Newnan Utilities Sanitary Sewer System.

3. Water:

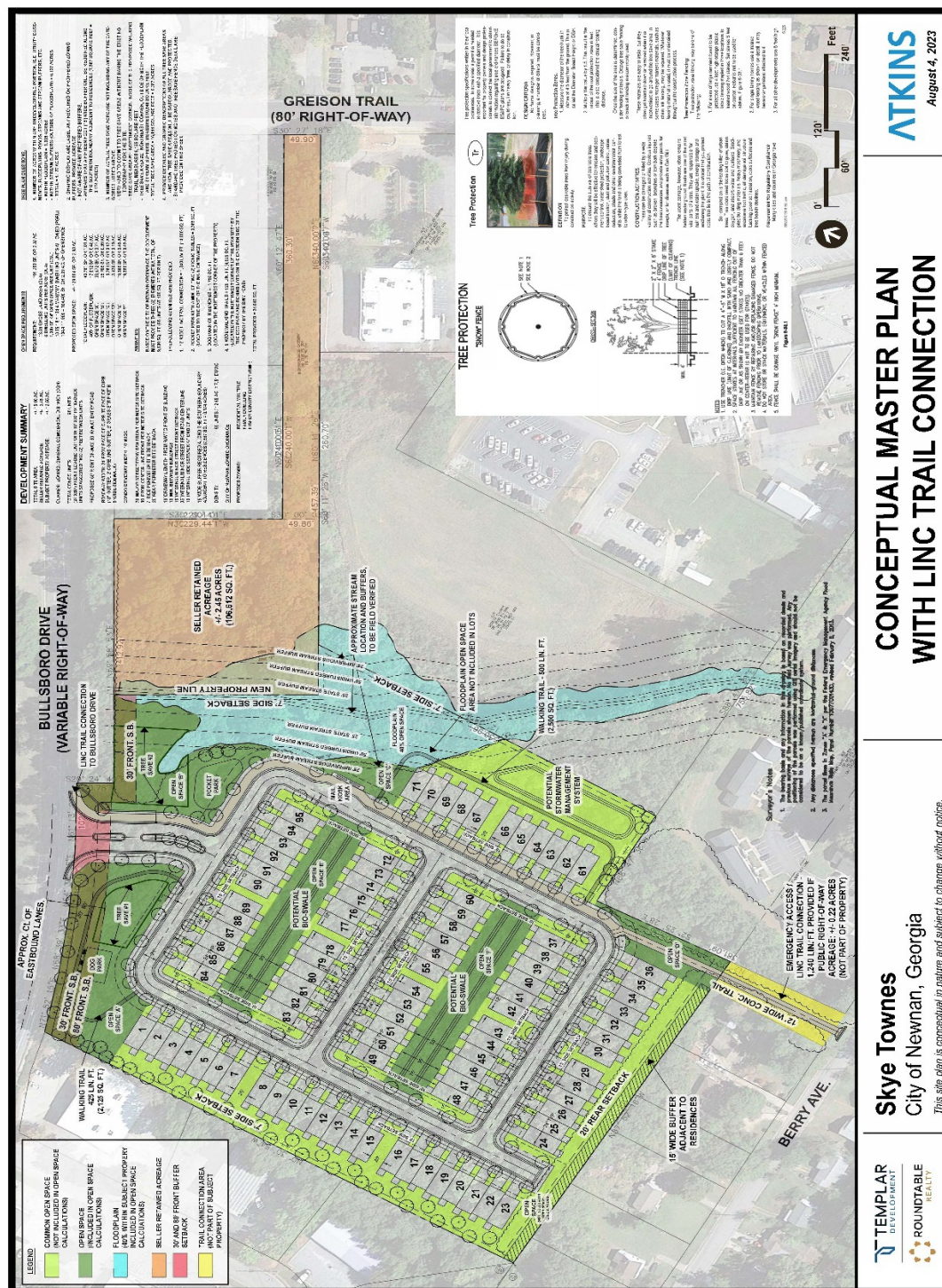
- a. Developer shall connect to Newnan Utilities Water System.
- b. Developer is responsible for all upgrade cost necessary to serve said property, but not limited to:
 - i. Construction of development water system per Newnan Utilities Specifications.
 - ii. Design and construction of connection to Newnan Utilities Water System.
 - iii. Cost for analyzing existing water sewer system by an engineering firm approved by Newnan Utilities.
 - iv. Existing water upgrades to handle proposed development. This is to include water system upgrades, fire protection upgrades, and any other upgrades deemed necessary by Newnan Utilities.
 - v. Cost of all water meters, and any additional costs pertaining to the monitoring of water meters.
 - vi. Line extension fees associated with connection to Newnan Utilities Sanitary Sewer System.

Please let me know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Tolar".

Scott Tolar, P.E.
Newnan Utilities
(770) 301-0245
stolar@newnanutilities.org





08/17/23

Reference: Skye Townes Development

Dear Tracy,

After reviewing call history for multiple developments that could compare to this one development, it is estimated that there will be an increase of approximately 565 calls, 8 motor vehicle accidents and 32 traffic stops in a three-year period for this development.

There would be an increase of people and vehicle traffic to the area, it would have an impact on motor vehicle accidents and calls of service to that area while also effecting call service and response times to other parts to the city.

It is believed that a strain would be placed on calls for service and would cause additional maintenance on equipment, with a monetary value of \$10,000.00 toward additional personnel.

Thanks,

Brent Blankenship

Chief of Police

Newnan Police Department

Coweta County School System

170 Werz Industrial Blvd.
Newnan, GA 30263
Phone: 770-254-2750

August 15, 2023

Dean Smith
Senior Planner
City of Newnan
25 LaGrange Street
Newnan, GA 30263

Re: Rezoning - RZ2023-04-Templar Development

Dean,

In response to your request for impact on the school system for the referenced project, we offer the following comments based on the information provided:

The proposed request for rezoning from a Commercial District (CGN) to the higher density R(MH) (95 Condo Units) may present challenges when planning for school enrollment and meeting student needs. Due to the high density housing in the area of the proposal, school capacity is an ongoing concern. Current enrollment figures show the building utilization of the schools serving this area as follows:

- Jefferson Parkway Elementary School - 72%
- Arnall Middle School - 81%
- East Coweta High School - 119%

If the request is approved, we would request that the developer provide us advanced notice of the following information for our planning purposes:

- ❖ What is the construction schedule for the project?
- ❖ Will the project be built in phases?
- ❖ If phased construction is planned, what is the proposed build-out timeline?
- ❖ Will there be a targeted market, e.g., senior citizens?

Thank you for the opportunity to provide feedback.

Sincerely,

Ronnie Cheek

Ronald C. Cheek
Director of Facilities
Coweta County Schools
(770)254-2750 x203
ronnie.cheek@cowetaschools.net

Coweta Committed to Student Success

Power Equipment Distributors, Inc.
And Templar Development Group,
LLC
Land Lot 41, 5th LD
12.562 acres along Bullsboro Drive
Portion of Tax Parcel #N57-023

**ORDINANCE TO AMEND THE ZONING MAP FOR PROPERTY
LOCATED IN LAND LOT 41 OF THE 5TH LAND DISTRICT
BULLSBORO DRIVE, IN THE CITY OF NEWNAN, GEORGIA**

WHEREAS, the owner of the property described herein has filed an application to rezone the property described on Exhibit "A" and shown on the Plat of Survey attached hereto as Exhibit "B" from the City of Newnan Zoning Classification CGN (General Commercial District) to RMH (Residential Multi-Family Dwelling-Higher Density District); and

WHEREAS, in accordance with the requirements of the City Zoning Ordinance, the Planning Commission of the City of Newnan has forwarded its recommendation to the City Council; and

WHEREAS, pursuant to said requirements of the City Zoning Ordinance, the City Council has conducted a properly advertised public hearing on the rezoning application not less than 15 nor more than 45 days from the date of publication of notice, which public hearing was held on the 28th day of November, 2023; and

WHEREAS, after the above-referenced public hearing, the City Council has determined the re-zoning of the property would be in the best interest of the residents, property owners and citizens of the City of Newnan, Georgia; and

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Newnan, Georgia, that the Zoning Map of the City of Newnan be revised as follows:

Section I. That the property described on Exhibit "A" attached hereto and by reference made a part hereof be rezoned RMH (Residential Multi-Family Dwelling-Higher Density District) subject to the following conditions:

1. The development will be consistent with the density, project data, amenities, proffered conditions as amended herein, architectural details site plan and elevations as provided as part of the application and including but not limited to what is shown on Exhibit "C" attached hereto and made a part hereof.
2. No more than 5% of units will be rentals. This provision shall be enforced by the Applicant, its successors in title, and the homeowner's association as follows: 1) The property shall be protected with a recorded restrictive covenant that no more than 5% of the units will be rentals, and 2) at closing, all purchasers

- shall execute a document certifying that they are not purchasing a unit for the purpose of renting that unit.
3. Density will not exceed 8 units per acre and shall be capped at 95 units.
 4. Townhouse width will be no less than 24 feet.
 5. Streets will be public.
 6. The applicant will use a variety of techniques to avoid the monotonous appearance of identical row homes. Such techniques may employ, among others, the staggering of foundations and setbacks, the use of different front elevations (such as raising and lowering roof lines and using a mixture of gable and shed roof lines on roof dormers), architectural styles, building exteriors, and other similar techniques to provide a more pleasing appearance to the development. No vinyl or wood siding shall be allowed.
 7. The Applicant shall provide a 20-foot wide buffer with planted-berm on the south side of the property. The berm shall be planted according to City of Newnan Ordinance standards. A landscape buffer plan is attached hereto as Exhibit A and incorporated herein by reference. Applicant will either extend the berm across the entire southern boundary of the property, or construct a berm only along the areas of the south boundary that are not currently screened by existing vegetation. The length of the berm will be determined by the City during the grading process.
 8. The emergency access shown on the site plan shall be built to LINC trail specifications as part of the Newnan LINC trail system. In addition, Applicant shall construct, to Newnan LINC trail specifications, a north-south connection from the south property line of the subject property to Bullsboro Drive, as shown on attached Exhibit B. This connection shall be contributed to the City of Newnan as part of the City's LINC trail system. The Applicant shall contribute \$1,100.00 per approved lot to the City of Newnan as a contribution toward extending the Newnan LINC trail from Berry Avenue to connect to the current LINC trail.
 9. Applicant will fully comply with the City of Newnan's Tree Conservation and Landscape Ordinance (Newnan Code Section 10-81 et. seq.) In the event it is determined by the Tree Commission that it is impractical or impossible to fully meet the tree density requirements for Applicant's site or to preserve damaged specimen trees (attached Exhibit C), the portion of the tree density or replacement of damaged specimen trees that cannot be accommodated on the site will be satisfied by payment into the City of Newnan Tree Bank which payment shall be made prior to the issuance of a tree removal or land disturbance permit. The amount of the payment shall be calculated based on the cost of purchase and installation of the additional trees as verified by the City of Newnan Landscape

Architect (City of Newnan Code Section 10-84 (e) *Alternative compliance plan*).

Section II. Should any phrase, clause, sentence, or section of this Ordinance be deemed unconstitutional by a Court of competent jurisdiction, such determination shall not affect the remaining provisions of this Ordinance, which provisions shall remain in full force and effect.

Section III. All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance hereby are repealed.

Section IV. This ordinance shall be effective upon adoption.

DONE, RATIFIED, and PASSED, by the City Council of the City of Newnan, Georgia, this the ____ day of _____, 2023 in regular session assembled.

ATTEST:

L. Keith Brady, Mayor

Megan Shea, City Clerk

Dustin Koritko, Mayor Pro-Tem

REVIEWED AS TO FORM:

C. Bradford Sears, Jr., City Attorney

George M. Alexander, Councilmember

Cleatus Phillips, City Manager

Cynthia E. Jenkins, Councilmember

Rhodes H. Shell, Councilmember

Raymond F. DuBose, Councilmember

Paul Guillaume, Councilmember

SKYE – TOWNHOME TRACT

PROPERTY DESCRIPTION

All that tract or parcel of land lying in Land Lot 41, 5th District, Coweta County, Georgia and being more particularly described as follows:

COMMENCE at point located at the intersection of the easterly right-of-way line of Greison Trail (having a width of 80 feet) and the southerly right-of-way line of Bullsboro Drive (having a variable width);

Thence run along said southerly right-of-way line of Bullsboro Drive the following courses and distances:

Thence, South 59 degrees 51 minutes 01 seconds West a distance of 112.23 feet to a point;

Thence, North 29 degrees 21 minutes 36 seconds West a distance of 20.26 feet to a point;

Thence, South 60 degrees 24 minutes 06 seconds West a distance of 34.00 feet to a point;

Thence, South 60 degrees 19 minutes 32 seconds West a distance of 64.00 feet to a point;

Thence, South 60 degrees 25 minutes 55 seconds West a distance of 150.30 feet to a point;

Thence, South 59 degrees 58 minutes 53 seconds West for a distance of 239.91 feet to a point;

Thence, South 59 degrees 58 minutes 53 seconds West for a distance of 275.00 feet to a point, said point being the POINT OF BEGINNING;

Thence, leaving said southerly right-of-way line, South 30 degrees 00 minutes 01 seconds East for a distance of 278.31 feet to a point;

Thence, North 60 degrees 11 minutes 26 seconds East for a distance of 78.31 feet to a point;

Thence, South 00 degrees 12 minutes 25 seconds West for a distance of 530.96 feet to a point;

Thence, North 88 degrees 47 minutes 36 seconds West for a distance of 155.40 feet to a point;

Thence, South 02 degrees 25 minutes 28 seconds East for a distance of 205.36 feet to a point on the southerly line of Land Lot 41;

Thence, run along said southerly Land Lot Line, North 87 degrees 52 minutes 16 seconds West for a distance of 555.60 feet to a point;

Thence, leaving said southerly Land Lot Line, North 00 degrees 30 minutes 54 seconds West for a distance of 733.00 feet to a point on the southerly right-of-way line of Bullsboro Drive;

Thence run along said southerly right-of-way line of Bullsboro Drive the following courses and distances:

Thence, North 71 degrees 52 minutes 15 seconds East for a distance of 90.86 feet to a point;

Thence, North 68 degrees 39 minutes 33 seconds East for a distance of 98.96 feet to a point;

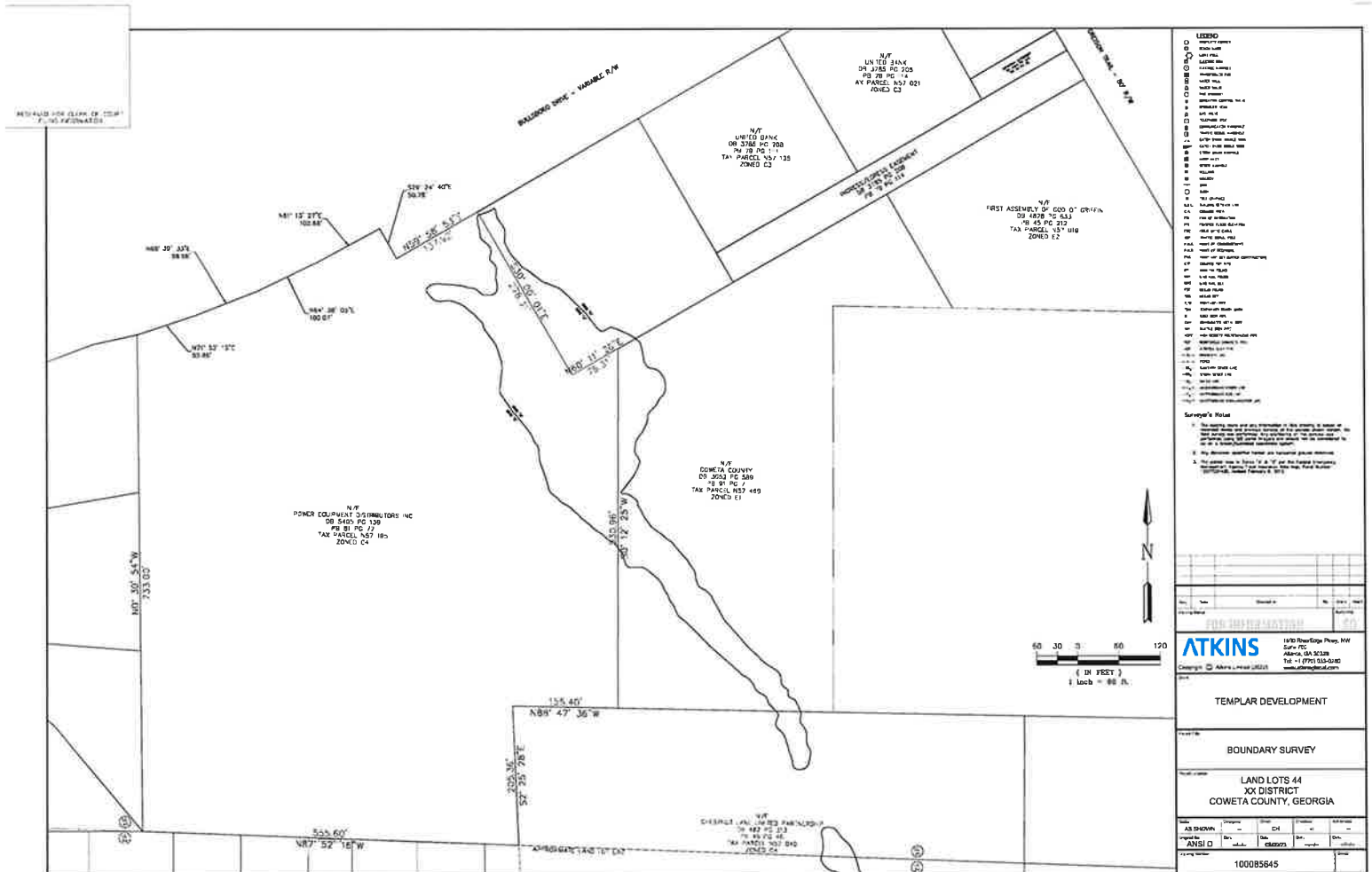
Thence, North 64 degrees 38 minutes 05 seconds East for a distance of 100.07 feet to a point;

Thence, North 61 degrees 13 minutes 27 seconds East for a distance of 102.68 feet to a point;

Thence South 29 degrees 24 minutes 40 seconds East a distance of 50.78 feet to a point;

Thence, North 59 degrees 58 minutes 53 seconds East for a distance of 137.92 feet to the POINT OF BEGINNING.

Said tract or parcel of land contains 547,183 square feet or 12.562 acres.



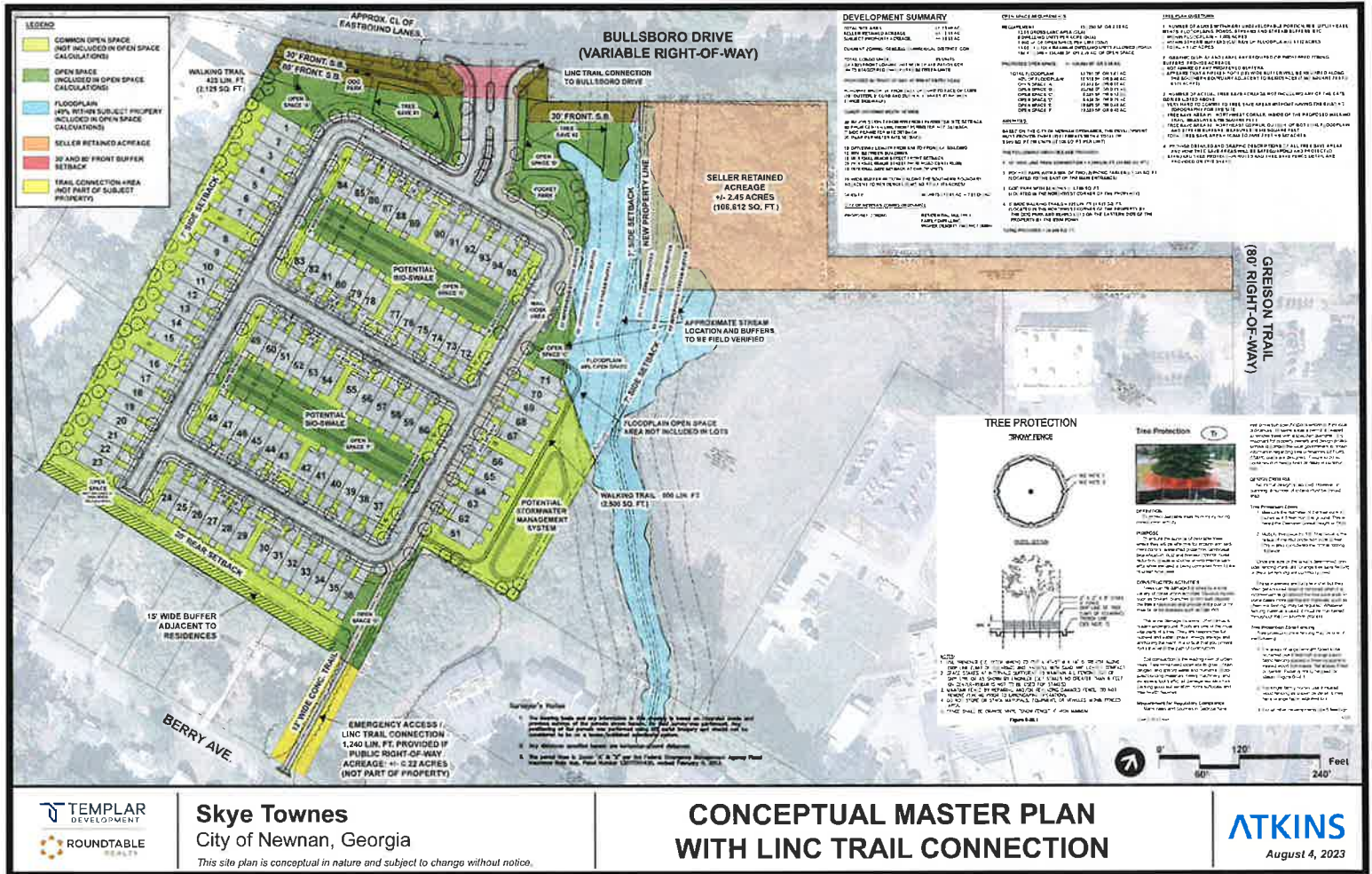






EXHIBIT C
PAGE 4 OF 8













RISK MANAGEMENT AND
EMPLOYEE BENEFITS SERVICES
BOARD OF TRUSTEES

October 10, 2023

Chair
Marcia Hampton
City Manager, Douglasville

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Shelly Berryhill
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Clemontine Washington
Mayor Pro Tem, Midway

Vince Williams
Mayor, Union City

EXECUTIVE STAFF
Randy Logan
Deputy Executive Director

TRANSMITTED VIA E-MAIL
(nfreeman@newnanga.gov)

Nanette Freeman
Human Resources Director
City of Newnan
P.O. Box 1193
Newnan, GA 30264-1193

RE: City of Newnan's Defined Benefit Retirement Plan; Restatement and Amendment to Include up to Four Months of Sick Leave as Credited Service for Benefit Calculation and Increase Elected Official Retirement Benefit

Dear Ms. Freeman:

Per the city's request, attached please find a draft Adoption Agreement ("AA") and General Addendum for the city of Newnan's Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"). The amendment to the Plan allows for up to four (4) months of unused sick leave to be included as credited service for eligible employees. To receive credit for unused sick leave, an employee must be eligible for early, normal or disability Retirement benefits, have at least 20 years of service upon termination, and retire directly from active employment with the city (see AA pp. 13-14). The amendment also increases the monthly normal retirement benefit for elected officials in such positions on or after December 1, 2023, from \$95.00 to \$150.00 per month per year of Service as an elected official (see AA, p. 24).

The Adoption Agreement provides that the amended Plan documents will become effective December 1, 2023. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.** Both the Adoption Agreement and General Addendum must be adopted for the amendment to be effective.

The city's request for a plan amendment coincides with the restatement of the GMEBS Defined Benefit Retirement Plan document with the IRS. To protect the Plan's tax-qualified status, GMEBS filed draft restated Plan documents, updated to reflect recent amendments and comply with changes in federal tax law, with the IRS on June 29, 2022. On August 31, 2023, the IRS issued a favorable opinion letter ("IRS opinion letter") for the restated Plan documents. The IRS opinion letter provides assurance to employers providing retirement benefits for their employees through the GMEBS Plan that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

Ms. Nanette Freeman
October 10, 2023
Page 2

To ensure continued tax-qualified status for all GMEBS-member retirement plans, we are asking all participating employers to readopt their plans using the most recent IRS-approved Adoption Agreement and General Addendum. We have completed the attached plan documents to include the amendments you requested, as well as the other benefit and eligibility provisions that you currently have in place.

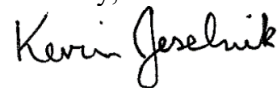
Though the Adoption Agreement and General Addendum used for the city's Plan were pre-approved by the IRS, Section 16 of the city's General Addendum contains a provision that does not fit squarely within the pre-approved GMEBS General Addendum format. Thus, it will be necessary to file the city's Plan with the IRS for a separate opinion letter. Following the city's approval of the enclosed restated Plan documents, GMEBS will work with tax counsel to prepare the IRS filing documents for the city's signature.

We have attached a copy of the restated Basic Plan Document and Amendment 1, which do not need to be adopted by the city. Finally, we have included a summary of key amendments to the Plan relating to the restatement.

If the draft Adoption Agreement and General Addendum are acceptable, please have the designated representatives sign and date each document where indicated (Adoption Agreement, p. 38 and General Addendum, p. 2). Next, please scan and email both documents to Gina Gresham at rgresham@gacities.com. We will then countersign both documents and return electronic copies to you. Please note, GMEBS will not execute documents that have been edited by the city. If the documents require revisions, please let us know before adopting them.

If you have any questions about the information provided in this letter or require further information, please feel free to contact me at (678) 686-6236 or kjeselnik@gacities.com.

Sincerely,



Kevin H. Jeselnik
Assistant General Counsel

Encl.

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

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for
City of Newnan

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

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I. AN ORDINANCE

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

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

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

Ordinance continued on page 38

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN **ADOPTION AGREEMENT**

1. ADMINISTRATOR

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

2. ADOPTING EMPLOYER

Name: **City of Newnan, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **P.O. Box 1193, Newnan, GA 30264-1193**
Phone: **(770) 253-2682**
Facsimile: **(770) 254-2353**

4. PLAN REPRESENTATIVE

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

Name: **City Manager**
Address: **P.O. Box 1193, Newnan, GA 30264-1193**
Phone: **(770) 253-2682**
Facsimile: **(770) 254-2353**

5. PENSION COMMITTEE

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

The Pension Committee shall be comprised of three (3) Employees appointed by the Governing Authority.

Pension Committee Secretary: **Human Resources Director**
Address: **P.O. Box 1193, Newnan, GA 30264-1193**
Phone: **(770) 253-2682**
Facsimile: **(770) 254-2353**

6. TYPE OF ADOPTION

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

- ☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- ☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- ☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
 - ☒ To update the Plan to comply with the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).
 - ☒ To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):** **This is an amendment to (1) allow for up to a maximum of four (4) months of unused sick leave to be included as Credited Service for a Participant who is eligible for Early, Normal or Disability Retirement benefits and has at least 20 years of Service upon Termination, and who Retires directly from active employment with the city such that the effective Retirement date is the first date of the month coinciding with or following the date of Termination (see Adoption Agreement pp. 13-14), and (2) increase the monthly Normal Retirement benefit for elected or appointed members of the Governing Authority in such positions on or after December 1, 2023, to \$150.00 per month per year of Service as an elected or appointed member of the Governing Authority (see Adoption Agreement, p. 24).**

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Basic Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2020-14 (the 2020 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Basic Plan Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by the PATH Act and the 2020 Cumulative List with the applicable effective dates.

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

The effective date of this Plan is _____.

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

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

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

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

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be **December 1, 2023** **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))).**

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **March 1, 2020** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement).**

The Employer's first Adoption Agreement became effective **July 1, 2003** (insert effective date of Employer's first GMEBS Adoption Agreement). The Employer's GMEBS Plan was originally effective **April 1, 1990** (insert effective date of Employer's original GMEBS Plan). (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective _____ (if applicable, insert effective date of Employer's original non-GMEBS Plan).)

8. PLAN YEAR

Plan Year means (check one):

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

9. CLASSES OF ELIGIBLE EMPLOYEES

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

A. Eligible Regular Employees

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

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

B. Elected or Appointed Members of the Governing Authority

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

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

☐ **ARE NOT** eligible to participate in the Plan.

☒ **ARE** eligible to participate in the Plan.

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

(2) Municipal Legal Officers (check one):

☒ **ARE NOT** eligible to participate in the Plan.

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

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

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

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

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

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

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: **Employees initially employed prior to November 1, 1994.**

Minimum hour requirement applicable to excepted Regular Employees:

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

B. Months Per Year (Regular Employees)

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

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

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

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

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

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

11. WAITING PERIOD

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

12. ESTABLISHING PARTICIPATION IN THE PLAN

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

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

- ☒ None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Basic Plan Document).

- ☐ Participation is optional for the following Eligible Employees (**must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees**): _____.

13. CREDITED SERVICE

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

A. Credited Past Service with Adopting Employer

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

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

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

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

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

- ☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after returning to employment,

the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.

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

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **In addition to the above limitations, Credited Past Service shall not include any tenure of office as an elected or appointed member of the Governing Authority unless the Participant was serving as an elected or appointed member of the Governing Authority of Eligible Regular Employee on April 1, 1990.**

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

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

B. Prior Military Service

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

(1) Credit for Prior Military Service.

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

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

- ☒ Prior Military Service is **not** creditable under the Plan **(if checked, skip to Section 13.C. – Prior Governmental Service).**

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

(2) Maximum Credit for Prior Military Service.

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

(3) Rate of Accrual for Prior Military Service.

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

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

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

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

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

(5) Limitations on Service Credit Purchases. Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit

purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

C. Prior Governmental Service

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

(1) Credit for Prior Governmental Service.

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

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

(2) Definition of Prior Governmental Service.

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

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

(3) Maximum Credit for Prior Governmental Service.

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

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

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

- ☐ One month of prior governmental service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.

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

(5) Payment for Prior Governmental Service Credit.

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

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

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

(1) Credit for Unused Paid Time Off.

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

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

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

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

(2) Minimum Service Requirement.

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

- ☐ The Participant must be 100% vested in a normal retirement benefit.
- ☐ The Participant must have at least _____ years **(insert number)** of Total Credited Service (not including leave otherwise creditable under this Section).
- ☒ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **The Participant must be eligible for Early, Normal or Disability Retirement benefits, and have at least 20 years of Service at Termination.**

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

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

(4) Maximum Credit for Unused Paid Time Off.

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of **4** months **(insert number)**.

(5) Computation of Unused Paid Time Off.

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

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Basic Plan Document; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): To be eligible to receive credit for unused sick leave hereunder, a Participant must Retire directly from active employment with the Employer such that the effective Retirement date is the first day of the month coinciding with or following the date of Termination. In no event will a Participant receive more than four (4) months of Credited Service for unused sick leave credited hereunder.

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

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

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

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

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

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

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

B. Normal Retirement Qualifications

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

(1) Regular Employees

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

- ☒ Attainment of age 65 (insert number)
- ☒ Completion of 10 years (insert number) of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section

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

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

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: **Eligible Regular Employees initially employed before April 11, 1995.**

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

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

(2) Elected or Appointed Members of Governing Authority

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

- ☒ Attainment of age **62** (insert number)
- ☒ Completion of **10** years (insert number) of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check**

one): ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):**_____.

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

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

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

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

C. Alternative Normal Retirement Qualifications

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

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

- (1)** ☐ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).
- (2)** ☐ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**
 - ☐ Attainment of age _____ **(insert number)**
 - ☐ Completion of _____ years **(insert number)** of Total Credited Service

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

This alternative normal retirement benefit is available to:

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

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

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

- (3) ☒ **Rule of 88 (insert number).** The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

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

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

Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

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

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

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

- (4) ☐ **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if the Participant has at least _____ years **(insert number)** of Total Credited Service, regardless of the Participant's age.

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): Rule of 85 for Firefighters and Police Officers. The Participant must be a Firefighter or Police Officer (as defined in Section 2.34 or 2.51 of the Basic Plan Document, respectively), and his or her combined years of age and years of

Total Credited Service as a Firefighter or Police Officer (disregarding any otherwise applicable cap on Total Credited Service) must equal at least eighty-five (85).

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

This alternative normal retirement benefit is available to:

- ☐ All public safety employee Participants who qualify.
- ☒ Only the following public safety employee Participants **(must specify - specific positions are permissible; specific individuals may not be named): Firefighters and Police Officers (as defined in Sections 2.34 and 2.51 of the Basic Plan Document, respectively).**

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

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

Note: "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

D. Disability Benefit Qualifications

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

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

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

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

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

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

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

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

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

- ☒ (a) **Flat Percentage Formula. 1.5% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- ☐ All Participants who are Regular Employees.
- ☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:
Eligible Regular Employees who Retire pursuant to the Rule of 88 or Rule of 85 but Terminate before attaining at least one of the following:
 - (1) Age 58 (55 for Firefighters and Police Officers as defined in Sections 2.34 and 2.51 of the Basic Plan Document, respectively) and completion of at least 30 years of Total Credited Service; or**
 - (2) Age 62.**
- ☒ (b) **Alternative Flat Percentage Formula. 2.0% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (must specify - specific positions are permissible; specific individuals may not be named): Eligible Regular Employees other than those to whom the Flat Percentage Formula under Section 15(B)(1)(a) applies.**
- ☐ (c) **Split Final Average Earnings Formula. _____ % (insert percentage) of Final Average Earnings up to the amount of Covered Compensation (see subsection (2) below for definition of Covered Compensation), plus _____ % (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.**

This formula applies to:

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

This formula applies to:

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

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

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

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

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

(3) Final Average Earnings

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **36 (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

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

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

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

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

- ☐ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- ☒ **\$150.00 (insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer (service of at least 6 months and 1 day is treated as a year of Total Credited Service; provided, however, than an elected or appointed member of the Governing Authority or Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

This formula applies to:

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

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

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

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

Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:

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

Alternative Early Retirement Reduction Table

<u>Number of Years Before Age 65 (62 for elected or appointed members of the Governing Authority) (check as applicable)</u>	<u>Percentage of Normal Retirement Benefit*</u> (complete as applicable)
☒ 0	1.000
☒ 1	0.950
☒ 2	0.900
☒ 3	0.850
☒ 4	0.800
☒ 5	0.750
☒ 6	0.700
☒ 7	0.650
☒ 8	0.600
☒ 9	0.550
☒ 10	0.500
☐ 11	0.____
☐ 12	0.____
☐ 13	0.____
☐ 14	0.____
☐ 15	0.____

*Interpolate for whole months

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

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

E. Monthly Disability Benefit Amount

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

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

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

F. Minimum/Maximum Benefit For Elected Officials

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

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

G. Multiple Plans

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

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

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

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

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

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

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

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

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

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

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

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

B. Cost Of Living Adjustment

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

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

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

- ☒ All Participants (and their Beneficiaries).
- ☐ Participants (and their Beneficiaries) who terminate employment on or after _____ **(insert date)**.
- ☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-**

1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named): _____.

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

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

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

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

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

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

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): **Eligible Regular Employees initially employed before April 11, 1995.**

Vesting Schedule for excepted class (**Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely**

determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.): **Benefits shall be 100% Vested after the Participant has completed a minimum of 5 years of Total Credited Service. Benefits remain 0% Vested until the Participant satisfies this minimum.**

B. Elected or Appointed Members of the Governing Authority

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

- ☐ Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- ☐ No vesting schedule (immediate vesting).
- ☒ Other vesting schedule (**Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.): Benefits shall be 100% Vested after the Participant has a minimum of 10 years of Total Credited Service as an elected or appointed member of the Governing Authority. Benefits remain 0% Vested until the Participant satisfies this minimum.**

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

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

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

- ☐ The Participant must be eligible for Early or Normal Retirement.
- ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

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

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

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

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

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

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

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

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

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

B. Terminated Vested Death Benefit

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

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

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

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

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

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

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

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

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

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

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

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

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

- ☐ Interest shall not be paid.
- ☐ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

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

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

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

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

21. TERMINATION OF THE ADOPTION AGREEMENT

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

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

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

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

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

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

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Basic Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under opinion letter Q705465a dated August 31, 2023. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Basic Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

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

On and after February 17, 2005, the Board delegates to the Provider the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or

other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

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

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

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

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

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

AN ORDINANCE (continued from page 1)

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

Section 3. The effective date of this Ordinance shall be December 1, 2023 **(not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

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

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

Attest:

CITY OF NEWNAN, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

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

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

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary

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

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

***** Items (1) through (15) of pre-approved Addendum – Not Applicable *****

(16) Other (May include, but shall not be limited to, provisions relating to Basic Plan Document Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01, and 9.02) (Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):

(a) Break-in-Service Rule Not Applicable – Notwithstanding the provisions of Basic Plan Document Section 4.06, in determining a Participant's Total Credited Service for purposes of Vesting, all individual periods of Service with the City which are otherwise creditable hereunder shall be aggregated together, regardless of any breaks in Service (due to Termination of employment). In no event, however, will any period of unemployment or employment as an ineligible employee be taken into account in determining the amount of any benefit payable under the Plan.

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

Attest:

CITY OF NEWNAN, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

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

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

**Board of Trustees
Georgia Municipal Employees
Benefit System**

(SEAL)

Secretary

**ORDINANCE NO. _____ OF THE CITY OF NEWNAN, GEORGIA
ADOPTION OF LOCAL AMENDMENTS TO PLUMBING CODE FOR WATER
EFFICIENCY UNDER SEC. 5-72, CODE AMENDMENTS, OF CHAPTER 5,
BUILDINGS AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES
OF THE CITY OF NEWNAN**

WHEREAS, the current minimum water efficiency requirements for buildings in the City of Newnan’s jurisdiction is the Georgia State Minimum Standard Plumbing Code (“Georgia Plumbing Code”) as approved and adopted by the Georgia Department of Community Affairs (“DCA”) from time to time; and

WHEREAS, the City of Newnan, like all local governments in the State of Georgia, is authorized under O.C.G.A. § 8-2-25(c) to adopt local requirements that are more stringent than the Georgia Plumbing Code based on local climatic, geologic, topographic, or public safety factors; and

WHEREAS, the City of Newnan has followed the required procedures in O.C.G.A. § 8-2-25(c) for local adoption of the Local Amendments to Plumbing Code for water efficiency, and DCA has recommended that they be adopted’ and

WHEREAS, the long-term availability, reliability, and resiliency of water supplies is a critical need of the City of Newnan and water efficiency is essential to meeting this need; and

WHEREAS, the City of Newnan is adopting the Local Amendments to Plumbing Code to meet this critical need and to comply the requirements of Metropolitan North Georgia Water Planning District’s 2022 Water Resources Plan in the WSWC-8 Action Item on Metro Water District – Water Efficiency Code Requirements.

NOW, THEREFORE, BE IT ORDAINED and it is hereby ordained by the authority of same as follows:

1. The governing body of the City of Newnan finds that, based on local climatic, geographic, topographic, and public safety factors, it is justified in adopting the water efficiency requirements in the Local Amendments to Plumbing Code that are more stringent than the Georgia Plumbing Code;
2. The City of Newnan has followed the required procedures in O.C.G.A. § 8-2-25(c).

3. The City of Newnan hereby adopts the Local Amendments to Plumbing Code shown in redline in Attachment A, which will take effect on January 1, 2024, and shown as accepted in Attachment B.

4. The Local Amendments shall appear and Sec. 5-72, Code Amendments, of Chapter 5, Buildings and Building Regulations of the Code of Ordinances of the City of Newnan

ADOPTED IN OPEN SESSION, REGULARLY ASSEMBLED this _____ day of _____, 2023.

ATTEST:

Megan Shea, City Clerk

L. Keith Brady, Mayor

REVIEWED AS TO FORM:

Dustin Koritko, Mayor Pro-Tem

C. Bradford Sears, Jr., City Attorney

Cynthia E. Jenkins, Councilmember

Cleatus Phillips, City Manager

George M. Alexander, Councilmember

Rhodes H. Shell, Councilmember

Raymond F. DuBose, Councilmember

Paul Guillaume, Councilmember

ATTACHMENT "A"

Chapter 2, Section 202 General Definitions. Add in alphabetical order and revise, as applicable, the following definitions:

KITCHEN FAUCET OR KITCHEN FAUCET REPLACEMENT AERATOR. A kitchen faucet or kitchen faucet replacement aerator that allows a flow of no more than ~~1.820~~ gallons of water per minute at a pressure of 60 pounds per square inch and conforms to the applicable requirements in ASME A112.18.1/CSA B125.1.

LAVATORY FAUCET OR LAVATORY FAUCET REPLACEMENT AERATOR. A lavatory faucet or lavatory faucet replacement aerator that allows a flow of no more than ~~1.25~~ gallons per minute at a pressure of 60 pounds per square inch and is listed to the WaterSense High Efficiency Lavatory Faucet Specification.

LANDSCAPE IRRIGATION.

Flow sensor. An inline device in a landscape irrigation system that produces a repeatable signal proportional to flow rate.

Lawn or Landscape Irrigation system. An assembly of component parts that is permanently installed for the controlled distribution of water to irrigate landscapes such as ground cover, trees, shrubs, and other plants. Lawn and Landscape Irrigation System refer to the same system.

Master shut-off valve. An automatic valve such as a gate valve, ball valve, or butterfly valve, installed as part of the landscape irrigation system capable of being automatically closed by the WaterSense controller. When this valve is closed water will not be supplied to the landscape irrigation system.

Pressure regulating device. A device designed to maintain pressure within the landscape irrigation system at the manufacturer's recommended operating pressure and that protects against sudden spikes or drops from the water source.

Rain sensor shut-off. An electric device that detects and measures rainfall amounts and overrides the cycle of a landscape irrigation system so as to turn off such system when a predetermined amount of rain has fallen.

WaterSense irrigation controller. Is a weather-based or soil moisture-based irrigation controllers labeled under the U.S. Environmental Protection Agency's WaterSense program, which includes standalone controllers, add-on devices, and plug-in devices that use current weather data as a basis for scheduling irrigation.

WaterSense spray sprinkler bodies. A sprinkler body with integral pressure regulation generating optimal water spray and coverage labeled under the U.S. Environmental Protection Agency's WaterSense program.

SHOWER HEAD. A shower head that allows a flow of no more than the average of 2.05 gallons of water per minute at 860 pounds per square inch of pressure, ~~and is listed in the WaterSense~~

Specification for Showerheads, and meets the US Department Definition of Energy definition of showerhead.

Chapter 6, Section 604.4 Maximum Flow and Water Consumption. Revise Section 604.4 to read as follows:

Consistent with the general approach taken in Georgia, these Maximum Flow and Water Consumption requirements and related definitions in Section 604.4 of the plumbing code shall apply to all plumbing systems, including those in one- and two-family dwellings. The maximum water consumption flow rates and quantities for all plumbing fixtures and fixture fittings shall be in accordance with Table 604.4.

Exceptions:

1. Blowout design water closets having a water consumption not greater than 3½ gallons (13 L) per flushing cycle.
2. Vegetable sprays.
3. Clinical sinks having a water consumption not greater than 4½ gallons (17 L) per flushing cycle.
4. Laundry tray sinks and service sinks.
5. Emergency showers and eye wash stations.

TABLE 604.4
MAXIMUM FLOW RATES AND CONSUMPTION FOR
PLUMBING FIXTURES AND FIXTURE FITTINGS

PLUMBING FIXTURE OR FIXTURE FITTING	MAXIMUM FLOW RATE OR QUANTITY ^b
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Lavatory faucet and replacement aerators, private	WaterSense Labeled & 1.25 gpm at 60 psi ^f
Lavatory faucet, public (metering)	0.25 gallon per metering cycle
Lavatory, public (other than metering)	0.5 gpm at 60 psi
Showerhead ^a	WaterSense Labeled & 2.5 gpm at 80 psi ^f
Kitchen Sink faucet and replacement aerators	2.0 gpm at 60 psi ^{f, g}
Urinal	0.5 gallon per flushing cycle ^f
Water closet	1.28 gallons per flushing cycle ^{c, d, e, f}

For SI: 1 gallon = 3.785 L, 1 gallon per minute = 3.785 L/m,
1 pound per square inch = 6.895 kPa.

a. A hand-held shower spray is a shower head. As point of clarification, multiple shower heads may be installed in a single shower enclosure so long as each shower head individually meets the maximum flow rate, the WaterSense requirements, and the US Department of Energy definition of showerhead. However, multiple shower heads are not recommended for water efficiency purposes.

b. Consumption tolerances shall be determined from referenced standards.

c. For flushometer valves and flushometer tanks, the average flush volume shall not exceed 1.28 gallons.

d. For single flush water closets, including gravity, pressure assisted and electro-hydraulic tank types, the average flush volume shall not exceed 1.28 gallons.

e. For dual flush water closets, the average flush volume of two reduced flushes and one full flush shall not exceed 1.28 gallons.

f. See 2014 GA Amendment to Section 301.1.2 'Waiver from requirements of high efficiency plumbing fixtures'.

g. Kitchen faucets are permitted to temporarily increase the flow above the maximum rate, but not to exceed 2.2 gpm (8.3 L/m) at 60 psi (414 kPa) and must revert to a maximum flow rate of 1.8 gpm (6.8 L/m) at 60 psi (414 kPa) upon valve closure.

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Page 5 Of

604.4.1 Clothes Washers. Residential clothes washers shall be in accordance with the Energy Star program requirements.

604.4.2 Cooling Tower Water Efficiency.

604.4.2.1 Once-Through Cooling. Once-through cooling using potable water is prohibited.

604.4.2.2 Cooling Towers and Evaporative Coolers. Cooling towers and evaporative coolers shall be equipped with makeup water and blow down meters, conductivity controllers and overflow alarms. Cooling towers shall be equipped with efficiency drift eliminators that achieve drift reduction to 0.002 percent of the circulated water volume for counterflow towers and 0.005 percent for crossflow towers.

604.4.2.3 Cooling Tower Makeup Water. Water used for air conditioning, cooling towers shall not be discharged where the hardness of the basin water is less than 1500 mg/L. **Exception:** Where any of the following conditions of the basin water are present: total suspended solids exceed 25 ppm, CaCO₃ exceeds 600 ppm, chlorides exceed 250 ppm, sulfates exceed 250 ppm, or silica exceeds 150 ppm.

604.4.3 Landscape Irrigation System Efficiency Requirements. The requirements in Section 604.4.3 apply to all new landscape irrigation systems connected to the public water system except those (a) used for agricultural operations as defined in the Official Code of Georgia Section 1-3-3, (b) used for golf courses, and (c) dependent upon a nonpublic water source. **Nothing in this Code or this Section 604.4.3 is intended to require that landscape irrigation systems must be installed at all premises. The landscape irrigation efficiency requirements in this Section 604.4.3 apply only when someone voluntarily chooses, or is otherwise required by some requirement beyond this Code, to install a landscape irrigation system on premises.**

604.4.3.1 Avoiding Water Waste Through Design. All new landscape irrigation systems shall adhere to the following design standards:

1. Pop-up type sprinkler heads shall pop-up to a height above vegetation level of not less than four (4) inches above the soil level when emitting water.
2. Pop-up spray heads or rotary sprinkler heads must direct flow away from any adjacent surfaces and must not be installed closer than four inches from impervious surfaces.
3. Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or by other means that produces no overspray or runoff.
4. Narrow or irregular shaped landscaped areas, less than four (4) feet in any direction across opposing boundaries shall not be irrigated by any irrigation emission device except sub-surface or low flow emitters with flow rates not to exceed 6.3 gallons per hour.

604.4.3.2 Landscape Irrigation System Required Components. All new landscape irrigation systems shall include the following components:

1. A rain sensor shut-off installed in an area that is unobstructed by trees, roof overhangs, or anything else that might block rain from triggering the rain sensor shutoff.
2. A master shut-off valve for each controller installed as close as possible to the point of connection of the water but downstream of the backflow prevention assembly.
3. Pressure-regulating devices such as valve pressure regulators, sprinkler head pressure regulators, inline pressure regulators, WaterSense spray sprinkler bodies, or other devices shall be installed as needed to achieve the manufacturer's recommended pressure range at the emission devices for optimal performance.
4. Except for landscape irrigation systems serving a single-family home, all other systems must also include:
 - (a) a WaterSense irrigation controller; and
 - (b) at least one flow sensor, which must be installed at or near the supply point of the landscape irrigation system and shall interface with the control system, that when connected to the WaterSense controller will detect and report high flow conditions to such controller and automatically shut master valves. The flow sensor serves to aid in detecting leaks or abnormal flow conditions by suspending irrigation. High flow conditions should be consistent with manufacturers' recommendations and specifications.

Chapter 13 NONPOTABLE WATER SYSTEMS, Section 1304 Reclaimed Water Systems. Revise Section 1304.3.2 to read as follows:

1304.3.2 Connections to water supply. Reclaimed water provided from a reclaimed wastewater treatment ~~system~~facility permitted by the Environmental Protection Division may be used to supply water closets, urinals, trap primers for floor drains and floor sinks, water features and other uses approved by the Authority Having Jurisdiction, in motels, hotels, apartment and condominium buildings, and commercial, industrial, and institutional buildings, where the individual guest or occupant does not have access to plumbing. Also, other systems that may use a lesser quality of water than potable water such as water chillers, carwashes or an industrial process may be supplied with reclaimed water provided from a reclaimed wastewater treatment facility permitted by the Environmental Protection Division. The use of reclaimed water sourced from any new private reclaimed wastewater treatment system for outdoor irrigation shall be limited to golf courses and agriculture operations as defined in the Official Code of Georgia Section 1-3-3, and such reclaimed water shall not be approved for use for irrigating any other outdoor landscape such as ground cover, tree, shrubs, or other plants. These limitations do not apply to reclaimed water sourced from existing private reclaimed water systems or from existing or new, governmentally-owned reclaimed wastewater treatment systems.

Appendix E, Section E101.1.2. Revise Section E.101.1.2 to read as follows:

Because of the variable conditions encountered in hydraulic design, it is impractical to specify definite and detailed rules for sizing of the water piping system. Accordingly, other sizing or design methods conforming to good engineering practice standards are acceptable alternatives to those presented herein. Without limiting the foregoing, such acceptable design methods may include for multi-family buildings the Peak Water Demand Calculator from the IAPMO/ANSI 2020 Water Efficiency and Sanitation Standard for the Built Environment, which accounts for the demands of water-conserving plumbing fixtures, fixture fittings, and appliances. If future versions of the Peak Water Demand Calculator including other building types, such as commercial, such updated version shall be an acceptable design method.

ATTACHMENT "B"

Chapter 2, Section 202 General Definitions. Add in alphabetical order and revise, as applicable, the following definitions:

KITCHEN FAUCET OR KITCHEN FAUCET REPLACEMENT AERATOR. A kitchen faucet or kitchen faucet replacement aerator that allows a flow of no more than 1.8 gallons of water per minute at a pressure of 60 pounds per square inch and conforms to the applicable requirements in ASME A112.18.1/CSA B125.1.

LAVATORY FAUCET OR LAVATORY FAUCET REPLACEMENT AERATOR. A lavatory faucet or lavatory faucet replacement aerator that allows a flow of no more than 1.2 gallons per minute at a pressure of 60 pounds per square inch and is listed to the WaterSense High Efficiency Lavatory Faucet Specification.

LANDSCAPE IRRIGATION.

Flow sensor. An inline device in a landscape irrigation system that produces a repeatable signal proportional to flow rate.

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Kitchen faucet and replacement aerators	1.8 gpm at 60 psi ^{f, g}
Urinal	0.5 gallon per flushing cycle ^f
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Rock & Road Festival Weekend

Date: April 20-21, 2024

Date	Event	Location	Organizer
April 20	Coweta Grand Prix	Lagrange Street	Coweta Foundation
	Rock & Road Festival	Courthouse Square	Bike Coweta
	Rock & Road Criterium	Downtown Newnan	Bike Coweta
April 21?	Tour of Coweta	Line Creek Brewing	Newnan Rotary Club

Bike Coweta Rock & Road Festival Closure requests

Bike Coweta requests the closure of Jackson, Salbide, Jefferson and Wesley Streets from 6am to 9pm on April 20, 2024 for the Rock & Road Festival and related events.

Bike Coweta requests that all tree lights and top of building lights downtown be lighted during the Rock&Road Criterium April 20, 2024 from 7pm - 9pm.

Bike Coweta requests the closure of the Courthouse Square between 6am and 9pm on April 20, 2024 for Rock & Road Festival.

The Coweta Foundation requests the closure of West Broad Street between Brown and Jackson Streets between 6am and 5pm for Gran Prix race participant staging.

Bike Coweta and the Coweta Foundation requests traffic control support for the duration of the events on April 20, 2024 from 6am to 9pm.

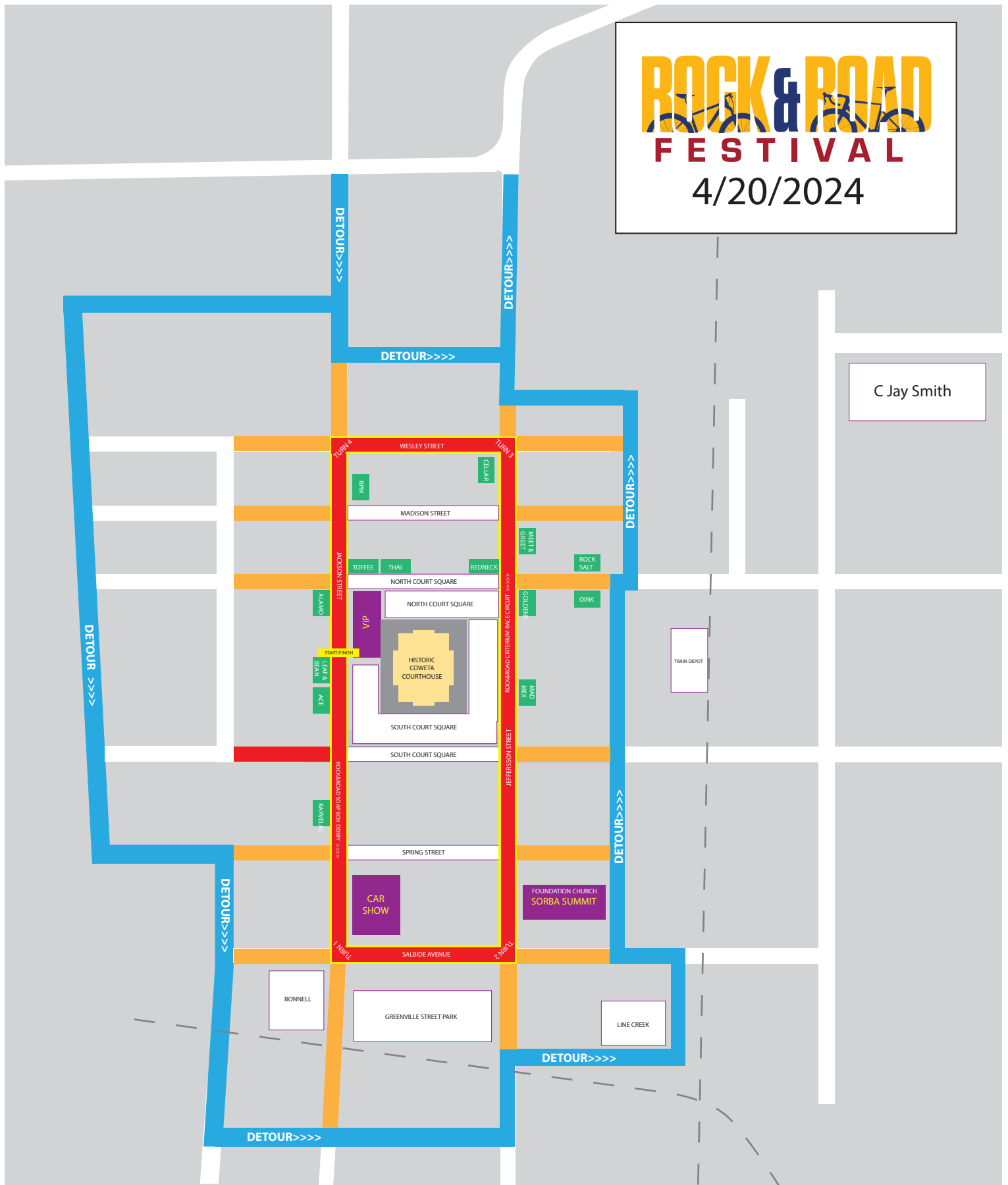
The Newnan Rotary Club requests traffic control support for the Tour of Coweta on April 21, 2024 from 7:45am to 8:15am from Line Creek Brewing to Lagrange Street (Newnan Highschool)

Bike Coweta requests a special exemption to permit sidewalk alcohol sales by downtown restaurants for the day of April 20, 2024

ROCK & ROAD FESTIVAL

4/20/2024

C Jay Smith



FENCED COURSE



DETOUR



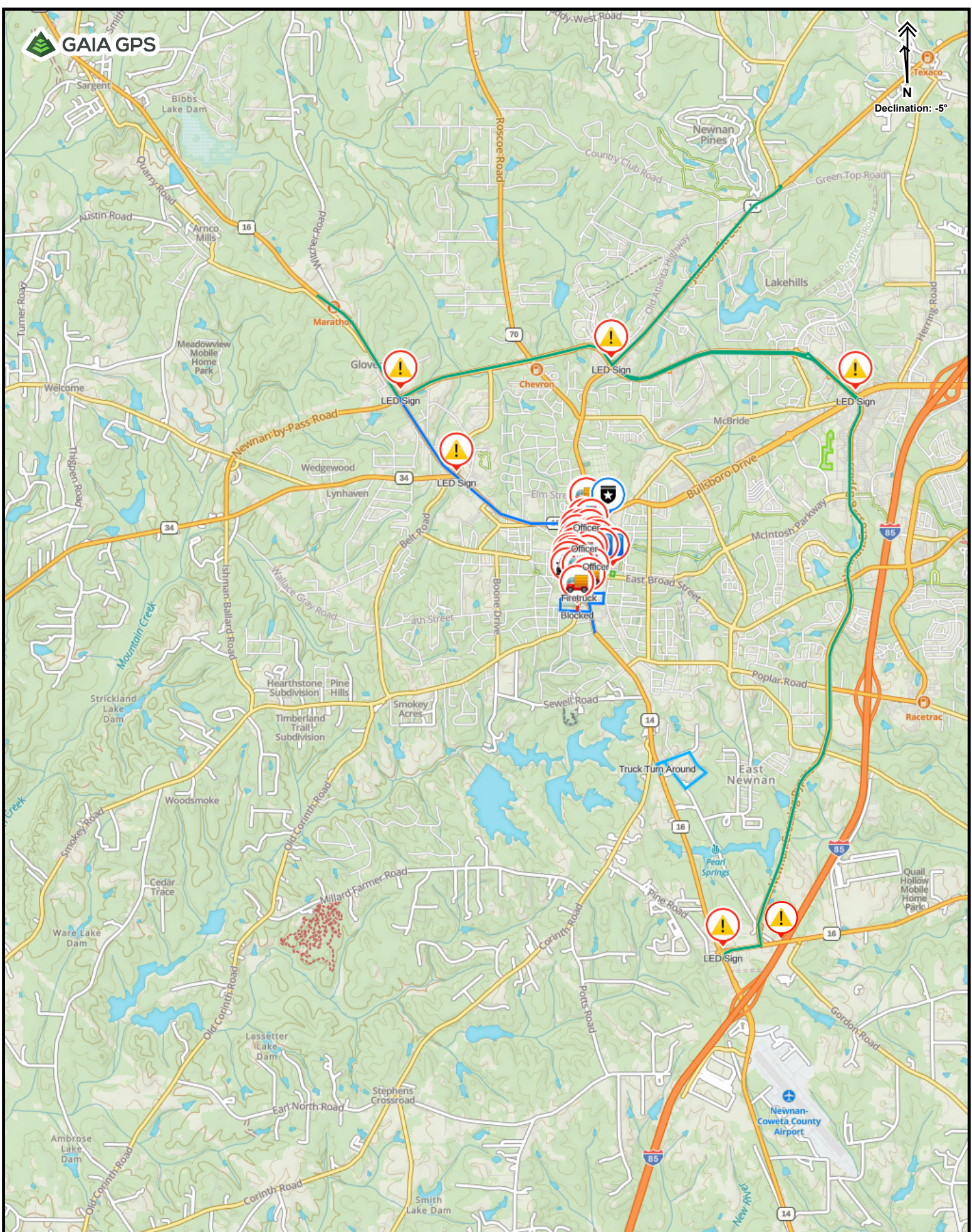
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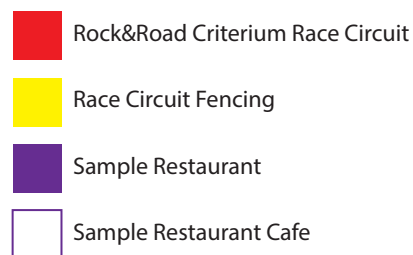


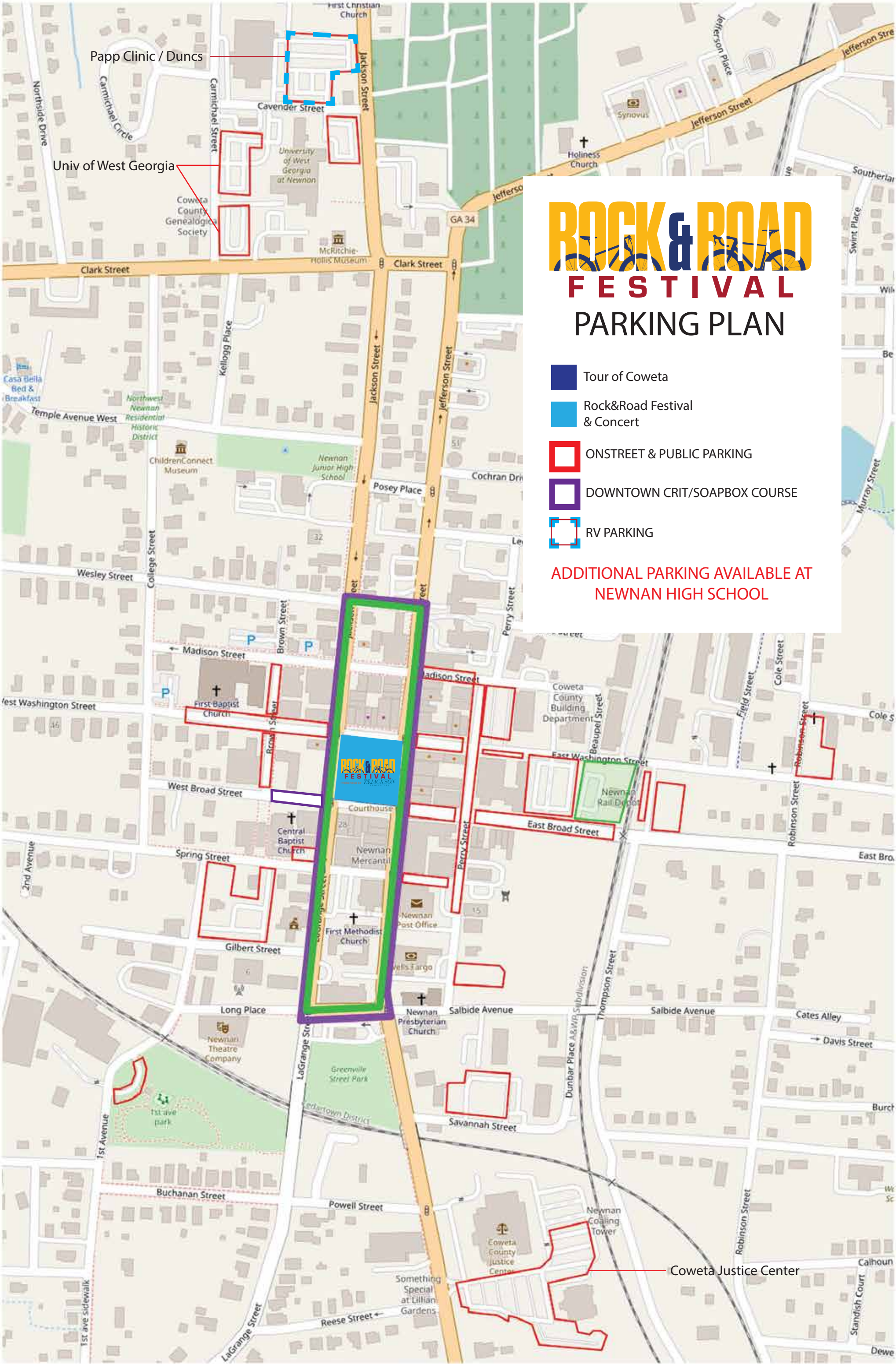
ACTIVITY OPS



RESERVED



The logo for the Rock & Road Festival. The words "ROCK & ROAD" are in a large, bold, yellow sans-serif font. The ampersand "&" is in a dark blue color. Behind the letters of "ROCK & ROAD", there is a stylized graphic of a bicycle wheel and frame in dark blue. Below "ROCK & ROAD", the word "FESTIVAL" is written in a smaller, bold, dark red sans-serif font.



ROCK & ROAD FESTIVAL PARKING PLAN

- Tour of Coweta
- Rock&Road Festival & Concert
- ONSTREET & PUBLIC PARKING
- DOWNTOWN CRIT/SOAPBOX COURSE
- RV PARKING

ADDITIONAL PARKING AVAILABLE AT
NEWNAN HIGH SCHOOL

We would like to request Madison St. between Jackson and Jefferson streets road closure Sunday the 17th from noon to 5pm. I believe it will just be a motorcycle ride collecting donations to participate.

Those donations would be given directly to Sandi and Frank Matchett to help with medical bills. Sandi suffered a heart attack on the way home from another fundraiser Sunday and is facing substantial medical challenges as a result. We heard she does not have health insurance and would like to be as supportive as she and Frank have been to all of us. They are both an important and loved presents in the bike community in Newnan.

I don't have a flyer ready yet, but as soon as I can get one together, I can forward that as well and bring it to the meeting. And of course, I will let everyone on the street know we are requesting the closure just like last time.

Anna-Elizabeth Nix

Motion to Enter into Executive Session

I move that we now enter into closed session as allowed by O.C.G.A. §50-14-4 and pursuant to advice by the City Attorney, for the purpose of discussing

And that we, in open session, adopt a resolution authorizing and directing the Mayor or presiding officer to execute an affidavit in compliance with O.C.G.A. §50-14-4, and that this body ratify the actions of the Council taken in closed session and confirm that the subject matters of the closed session were within exceptions permitted by the open meetings law.

Motion to Adopt Resolution after Adjourning Back into Regular Session

I move that we adopt the resolution authorizing the Mayor to execute the affidavit stating that the subject matter of the closed portion of the council meeting was within the exceptions provided by O.C.G.A. §50-14-4(b).