

**MAYOR**  
Shirley Sessions

**CITY COUNCIL**  
Barry Brown, Mayor Pro Tem  
Brian West  
Jay Burke  
Nancy DeVetter  
Spec Hosti  
Monty Parks



**CITY MANAGER**  
Dr. Shawn Gillen

**CLERK OF COUNCIL**  
Jan LeViner

**CITY ATTORNEY**  
Edward M. Hughes

## **CITY OF TYBEE ISLAND**

### **AGENDA** **REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL** **May 26, 2022 at 6:30 PM**

*Please silence all cell phones during Council Meetings*

#### Consideration of Items for Consent Agenda 6:30PM

##### Opening Ceremonies

- Call to Order
- Invocation: Rev. Sue Jackson, Trinity Methodist Church
- Pledge of Allegiance

##### Announcements

#### Consideration of the approval of the minutes of the meetings of the Tybee island City Council

1. Minutes, May 12, 2022

#### Reports of Staff, Boards, Standing Committees and/or Invited Guest. Limit reports to 10 minutes.

2. Clark Alexander, Director, Skidaway Institute of Oceanography: Dune Monitoring Project
3. Update on Benches/Crossovers - Alan Robertson
4. Tybee Arts Association Update
5. Tybee Post Theater, Evan Goetz, Director and Virginia Ward, Board Chair
6. River's End Campground Update - Jamey Rabun

#### Citizens to be Heard: Please limit comments to 3 minutes. Maximum allowable times of 5 minutes.

7. Allen Lewis and Pat Leiby: Update on upcoming Events under the Resolution Promoting Justice and Equality

If there is anyone wishing to speak to anything on the agenda other than the Public Hearings, please come forward. Please limit your comments to 3-5 minutes.

#### Consideration of Approval of Consent Agenda

##### Public Hearings

8. Prescott Private Parking-214 2nd Ave

**P.O. Box 2749 – 403 Butler Avenue, Tybee Island, Georgia 31328-2749**  
**(866) 786-4573 – FAX (866) 786-5737**  
**www.cityoftybee.org**



Consideration of Bids, Contracts, Agreements and Expenditures

- [9.](#) Info Hut Use Agreement with City of Tybee and Visit Tybee
- [10.](#) Second Amendment, Verizon Wireless, License

Council, Officials and City Attorney Considerations and Comments

- [11.](#) Bubba Hughes: Introduction: GMA Retirement Plan Amendments
- 12. Monty Parks: Discuss traffic direction to control flow at Highway 80 and Johnny Mercer Drive

Executive Session

Discuss litigation, personnel and real estate

Possible vote on litigation, personnel and real estate discussed in executive session

Adjournment

*Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact Jan LeViner at 912.472.5080 promptly to allow the City to make reasonable accommodations for those persons.*

**\*PLEASE NOTE:** Citizens wishing to speak on items listed on the agenda, other than public hearings, should do so during the citizens to be heard section. Citizens wishing to place items on the council meeting agenda must submit an agenda request form to the City Clerk's office by Thursday at 5:00PM prior to the next scheduled meeting. Agenda request forms are available outside the Clerk's office at City Hall and at [www.cityoftybee.org](http://www.cityoftybee.org).



**THE VISION OF THE CITY OF TYBEE ISLAND**

*"is to make Tybee Island the premier beach community in which to live, work, and play."*



**THE MISSION OF THE CITY OF TYBEE ISLAND**

*"is to provide a safe, secure and sustainable environment by delivering superior services through responsible planning, preservation of our natural and historic resources, and partnership with our community to ensure economic opportunity, a vibrant quality of life, and a thriving future."*

**File Attachments for Item:**

1. Minutes, May 12, 2022

**Consideration of Items for Consent Agenda**

Mayor Sessions called the Consent Agenda to order at 6:30PM. Those present were Monty Parks, Brian West, Nancy DeVetter, Barry Brown, Jay Burke and Spec Hosti. Also attending were Dr. Shawn Gillen, City Manager; Michelle Owens, Assistant City Manager; Bubba Hughes, City Attorney; Tracy O’Connell, City Attorney; George Shaw, Director, Community Development; and Janet LeViner, Clerk of Council.

**Mayor Sessions listed the following items on the consent agenda:**

- Minutes: April 26, 2022, City Council Meeting
- Out of State Travel, Lt. Randolph, will attend the Public Information Officer Conference Training in Stuart, FL. from October 7th until October 12th. 100-3210-52-3500 and the cost is approx. \$2,176.
- Debris Removal Monitoring - Award to Rostan Solutions, LLC. **Motion to authorize the Mayor sign once all documents have been received and approved by the attorneys.**

**Mayor Sessions** called the regular meeting to order. All those present for the consent agenda were present.

**Opening Ceremonies**

- Call to Order
- Invocation: Jan LeViner, Clerk of Council
- Pledge of Allegiance

**Recognitions and Proclamations**

**Jaime Spear** approached Mayor and Council to introduce the **Employee of 1st Quarter - Lisa Schaaf**. Mayor Sessions thanked Ms. Schaaf for all her dedication to the City.

**Janice Elliott** approached Mayor and Council to invite everyone to the National Poppy Day celebration, Friday, May 27, 2022. Mayor Sessions then read a **Proclamation: Poppy Day** and presented to Ms. Elliott.

**Master Chief Petty Officer Eric Risner** approached Mayor and Council to receive a **Proclamation: National Safe Boating Week**. Master Chief Risner thanked Mayor and Council for recognizing National Safe Boating Week as well as Coast Guard Station Tybee. Mayor Sessions thanked Master Chief Risner for his dedication not only to the Coast Guard but also to the citizens of Tybee Island.

**Jan LeViner** approached Mayor and Council to announce the winners of the **Georgia Cities Week Winners**

**Coloring Contest**

- |                      |                  |
|----------------------|------------------|
| ▪ Karoline Kozlowski | ▪ Mercer Filgate |
| ▪ Liliana Colvin     | ▪ Obelia Michael |
| ▪ Drae’onnah Stanley | ▪ Ruby Pair      |
| ▪ Lindy Walker       | ▪ Emma Smith     |

**Scavenger Hunt On-Line**

- Entire Student Body

**If I Were Mayor**

- |                   |                   |
|-------------------|-------------------|
| ▪ Troup Thomas    | ▪ Arden Fleishman |
| ▪ Maximus Harrell | ▪ Samantha Faxon  |
| ▪ Shelby Thompson | ▪ Bella Cannady   |
| ▪ Pierson Booth   |                   |

Mayor and Council thanked all the students and presented them with Certificates and gifts.

**Reports of Staff, Boards, Standing Committees and/or Invited Guest. Limit reports to 10 minutes.**

**Tybee Post Theater, Evan Goetz, Director and Virginia Ward, Board Chair. Rescheduled for May 26, 2022**

**Citizens to be Heard**

**Mack Kitchens** approached Mayor and Council to speak to the topic of swings and benches on the beach. Mayor Sessions thanked Mr. Kitchens.

**Monty Parks** made a motion to approve the consent agenda. **Barry Brown** seconded. Vote was unanimous to approve, 6-0.

**Public Hearings**

**Site Plan approval: 923 Bay Street – Water & Sewer new modular lab building – City of Tybee. George Shaw** approached Mayor and Council. Mr. Shaw stated the Water/Sewer Department has a testing lab and it is collapsing. It is recommended the City use a modular building which will be 30 – 50 feet away from the current building and will meet all the setback requirements. Planning Commission voted unanimously to approve. Staff also recommended approval. **Monty Parks** made motion to approve. **Spec Hosti** seconded. Vote was unanimous, 6-0.

**Planning and Zoning Consideration**

**Appeal: Tree Ordinance – 2 Horsepen Point Drive. 40015 02001 – Zone R-2, Terry. George Shaw** approached Mayor and Council. Mr. Shaw stated Mr. Timmons has many trees on his property and has applied for a permit to remove four (4) palms that are next to the live oaks. The current ordinance does not allow you to cut down a significant tree unless it is doing damage to a structure. Planning Commission tabled the item for discussion and then came to a potential solution, not in ordinance form, the Arborist would use his best judgement in such a case, and in this case, the Arborist decided all the palms could be removed as they are damaging the live oaks. Staff recommended approval and Planning Commission unanimously recommended approval for the removal of the trees. Mr. Timmons approached Mayor and Council. He stated the method of removal will be up to Harrington Tree Service. Mayor pro tem Brown expressed his concerns with the removal of the palms so they do not harm the live oaks. Mr. Hosti recommended Mayor and Council revisit the Tree Ordinance. **Barry Brown** made a motion to approve. **Monty Parks** seconded. Vote was unanimous to approve, 6-0.

**Consideration of Local Requests & Applications – Funding, Special Events, Alcohol License**

**Tybee Post Music Festival, November 12, 2022. Evan Goetz** approached Mayor and Council. Mr. Goetz explained the upcoming Music Festival which is an all day festival and will be held on the grounds of Hotel Tybee. The festival will feature 8 – 10 bands throughout the day with a headliner that evening. **Monty Parks** made a motion to approve. **Barry Brown** seconded. Vote was unanimous, 6-0.

**Consideration of Ordinances, Resolutions**

**2022-06, Second Reading: Use of Tobacco or Related Products on the Beach and to Repeal Inconsistent or Conflicting Ordinance and to Establish an Effective Date. Ms. O’Connell** stated this is in response to a great deal of study and was decided Mayor and Council wanted to ban smoking on all the beaches. Previously, there was a ban on a specific portion but

this expands to all beaches on the Island. Mr. Parks stated he would like to amend any motion made to be the ordinance to include the ordinance will be effective June 1, 2022 to allow staff to have time to get signage and for the first three (3) weeks only warnings are issued. Mayor Sessions asked Mr. Parks if he would like to make that a motion. **Monty Parks** made a motion to approve the ordinance with the amendment, effective date is June 1, 2022 and initially only warnings will be given for the first three weeks. **Nancy DeVetter** seconded. Voting in favor were Monty Parks, Nancy DeVetter and Jay Burke. Voting against were Brian West, Barry Brown and Spec Hosti. Shirley Session voting in the affirmative. Vote to approve, 4-3.

### **Council, Officials and City Attorney Considerations and Comments**

**Bubba Hughes** approached Mayor and Council to give an update on the **Status of Deep Well Project**. **Mr. Hughes** stated the deep well was started many years ago and then due to the failure of the well, everything stopped and litigation began. After years of litigation the case has been resolved and the Georgia Environmental Finance Authority, whose director is still in place, Mr. Clark, is committed to still fund the deep well. He had conversations with Mr. Clark as well as Mr. Hill, his successor, and they have reconfirmed the commitment. They are awaiting a commitment from the City to move forward with the project. The location of the new well will need to be slightly different, 50' from the current shaft which was not completed. The new location will be in the same general area of the original site plan. Mr. Stovall, Thomas and Hutton, has agreed to schedule a meeting with Hilton Head and Mt. Pleasant which Tybee Island would most likely model their site plan. He recommended Mayor and Council hold a workshop to include Thomas and Hutton to discuss the project (water treatment facility). Dr. Gillen stated the estimated cost of the project is \$22M. Mr. Hughes explained the bidding process and recommended Mayor and Council schedule a workshop with Mr. Stovall to discuss. Mayor and Council concurred. Mr. Parks stated that as he is a member of the Regional Water Commission, he recommended having a meeting with them for their recommendations. Mr. Parks asked Mr. Hughes if there is a timeline. Mr. Hughes responded, not that he is aware of at this time.

**Brian West** discussed **Updating income levels for low income water bill grant fund**. Dr. West stated at the planning workshop, Mayor and Council discussed updated the income levels. He asked Dr. Gillen to ensure he is following the Federal Poverty Levels. Dr. Gillen responded, currently the levels are set in an ordinance. He made reference to the property being homesteaded, the owner be above the age of 65, make \$36,000 or less and then receive a small discount on your water bill. He confirmed Dr. West is recommending increasing that income level to whatever the % of the current poverty level as set by Department of Health and Human Services typically sets. Mr. Hughes stated the City does have an ordinance that permits the discounted rate and he recommends the rate be done other than in a grant. Dr. Gillen to follow-up.

**Brian West** made a motion to adjourn to Executive Session to discuss real estate and litigation. **Monty Parks** seconded. Vote was unanimous to approve, 6-0.

**Spec Hosti** made a motion to return to regular session. **Monty Parks** seconded. Vote was unanimous to approve, 6-0.

**Barry Brown** made a motion to adjourn. **Monty Parks** seconded. Vote was unanimous to approve, 6-0.

Meeting adjourned at 9:30PM.

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Janet R. LeViner, MMC  
Clerk

## Jan LeViner

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**From:** Dawn Shay <ddshay1@gmail.com>  
**Sent:** Thursday, May 12, 2022 4:52 PM  
**To:** Jay Burke; Nancy DeVetter; Monty Parks; Shirley Sessions; Spec Hosti; Barry Brown; Brian West  
**Cc:** Jan LeViner  
**Subject:** 2nd Reading of Tybee Smoking Ban - Please Vote for the Ban!

Dear Council Members,

I had hoped to make the council meeting tonight and speak on this subject, but unfortunately I cannot. Please make this email part of the city council meeting record.

I have my fingers crossed and am hoping you approve this ordinance on the 2nd reading tonight! This ordinance is very important for the current and future health of the beach at Tybee and its marine life. Kudos to Jay Burke, Nancy DeVetter, Monty Parks, and Shirley Sessions for supporting this ordinance so far. Please continue to vote for the ban and be on the right side of history on this one! :)

My husband and I walk the beach several days a week and cannot believe how many cigarette butts we find each walk. Now that the busy season is here, the butts are just piling up. If not for groups like Fight Dirty Tybee, I cannot imagine just how gross our beaches would be for our residents and tourists. I am so thankful that we have volunteers willing to clean-up after other's mess but would like to see a future where that is not necessary.

I truly do not believe this ban will hurt tourism on Tybee. Visit Tybee says they are targeting "sophisticated visitors" so I would not think those type of tourists would want to visit a dirty beach covered in butts. We really do not want to attract the type of visitors that simply come to Tybee to litter!

Please take this one across the finish line for us!

Best Regards,

Dawn Shay  
4 Billfish Lane  
Tybee Island



**File Attachments for Item:**

7. Allen Lewis and Pat Leiby: Update on upcoming Events under the Resolution Promoting Justice and Equality

**MAYOR**  
Shirley Sessions

**CITY COUNCIL**  
Barry Brown, Mayor Pro Tem  
Brian West  
Jay Burke  
Nancy DeVetter  
Spec Hosti  
Monty Parks



**CITY MANAGER**  
Shawn Gillen

**CLERK OF COUNCIL**  
Janet LeViner

**CITY ATTORNEY**  
Edward M. Hughes

## CITY OF TYBEE ISLAND

### City Council Agenda Item Request

**Agenda Item Requests and supporting documentation must be submitted to the Clerk of Council by 4:00PM on the Thursday prior to the next scheduled Council meeting. If this form is received after the deadline, the item will be listed on the next scheduled agenda.**

Council Meeting Date for Request: May 26, 2022

Item: Update on Juneteenth; Update on Wade-In Marker; Update on Black History Trail

Explanation: Pat Leiby, Tybee MLK Human Rights Organization and Allen Lewis from Tybee Island Historical Society will update City Council on these activities which come under the Resolution Promoting Justice and Equality dated July 9, 2020.

Paper Work: Attached\*  
Audio/Video Presentation\*\*

\* **Electronic submissions are requested by not required. Please email to [jleviner@cityoftybee.org](mailto:jleviner@cityoftybee.org).**

\*\* **Audio/video presentations *must* be submitted to the IT department at City Hall by 4:00PM on the Thursday prior to the scheduled meeting.**

**NOTE: Request will be postponed if necessary information is not provided.**

Submitted by: Pat Leiby

Phone / Email: 301.305.6502; pat@southmountaintitle.com

Comments: We will need about nine minutes to talk about the three different topics. Thank you.

Date given to Clerk of Council: \_\_\_\_\_

P.O. Box 2749 – 403 Butler Avenue, Tybee Island, Georgia 31328-2749  
(866) 786-4573 – FAX (866) 786-5737  
[www.cityoftybee.org](http://www.cityoftybee.org)



**File Attachments for Item:**

8. PRESCOTT PRIVATE PARKING-214 2ND AVE



## CITY OF TYBEE ISLAND BUSINESS LICENSE APPLICATION

<i>City of Tybee use only:</i>	
Date _____	
New _____	
Renewal _____	
License # <u>814</u>	

Business Name <u>PALMER PRESCOTT PARKING</u>			
Location <u>214/216 2<sup>nd</sup> AVE TYBEE ISLAND, GA. 31328</u>			
Mailing Address <u>P.O. BOX 33 TYBEE ISLAND, GA 31328</u>			
Phone <u>912-657-1546</u>		Email <u>P3UGA@COMCAST.NET</u>	
Federal ID # Or SSN # <span style="background-color: black; color: black;">XXXXXXXXXX</span>		Sales Tax ID	NAICS Code
Business Type (circle one): Sole Proprietor Partnership Corporation LLC Non-Profit Other: _____			
Names and Home Addresses of Owners, Partners or Corporate Officers			
Names	Home Address	City, State, Zip	Title

Describe the business you would like to license: PARKING

Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, include details)

NO

Any business that requires state licensing must present state license when applying.

It is the applicant's responsibility to ensure zoning conformance. If there is a question as to whether the location is zoned correctly please contact the City Marshal at 912-472-5098 or the Zoning Department at 912-472-5033. A schedule of regulatory fees is attached. Application for alcohol license requires a different form and city council approval. Application for live or recorded entertainment requires a separate form, annual review and city council approval.

Are you transporting your customers/clients as part of your business?(Land or Water) NO Any business that transports clients/customers must provide a proof of insurance, i.e. declaration page showing expiration date of policy.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Received by \_\_\_\_\_ Date \_\_\_\_\_

ROUTING	APPROVAL	BY	DATE	FEES
City Manager / Administrator	REQUIRED			1000 Occupational Tax 125.00
Zoning Approval	REQUIRED			9999 Administration Fee 10.00
Insurance Policy Required for \$ _____	YES or NO			\$100. Transportation Fee



License #: 874

### Affidavit Verifying Status for City Public Benefit Application

By executing this affidavit under oath, as an applicant for a City of Tybee Island, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as referenced in O.C.G.A. Section 50-36-1, the undersigned applicant representing \_\_\_\_\_ (name of business), verifies one of the following with respect to my application for public benefit:

1)  I am a United States citizen.  
(document example: Driver's license, US Passport, US Military Card, etc.)

**OR**

2) \_\_\_\_\_ I am a legal permanent resident of the United States  
(document example: I-551 Permanent Resident Card, Certificate of Citizenship, etc.)

2) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.  
My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_  
(document example: Temporary Resident Card; Employment Authorization Card, etc.)

- The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1-(e), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: \_\_\_\_\_

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

P. Palmer Prescott  
Signature of Applicant

5-2-22  
Date

P. PALMER PRESCOTT  
Printed Name

Sharon S. Shaver  
Notary Public, Chatham County, GA  
My Commission Expires December 4, 2023

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE 2 DAY OF May, 2022  
Notary Public Sharon S. Shaver  
My Commission Expires: \_\_\_\_\_

PLEASE COMPLETE THIS AFFIDAVIT AND SUBMIT A COPY OF THE IDENTIFICATION DOCUMENT (front and back) PRESENT IN PERSON AT 403 BUTLER AVE OR FAX TO 912- 786-5832 OR E-MAIL TO: [SSHAYER@CITYOFTYBEE.ORG](mailto:SSHAYER@CITYOFTYBEE.ORG) . REFERENCE YOUR BUSINESS LICENSE NUMBER IN THE SUBJECT LINE OF YOUR E-MAIL. If fax or email this form, please have this form notarized prior to submitting it to The City of Tybee Island at [sshaver@cityoftybee.org](mailto:sshaver@cityoftybee.org) or 912 786-5832. The City of Tybee has a notary, if submitting in person.

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:*

MEMBER NO. 07024284 JOYCE PRESCOTT

HOMEOWNERS POLICY

RENEWAL DECLARATION \* EFFECTIVE 10/28/2021

MORTGAGEE WAS BILLED

THIS IS A CONTINUOUS RENEWAL POLICY

	FROM	POLICY PERIOD	TO	COVERAGE IS PROVIDED IN THE	AGENCY
H		10/28/21	10/28/22	GEORGIA FARM BUREAU MUTUAL INSURANCE COMPANY	07 025 02
	NAMED INSURED AND ADDRESS				

JOYCE PRESCOTT  
 PO BOX 33  
 TYBEE ISLAND GA 31328-0033

DIANNE M. RANDALL, LUTCF  
 P.O. BOX 13127  
 SAVANNAH, GA 31416  
 PHONE NO 912-355-5659

THE PREMISES COVERED BY THIS POLICY IS LOCATED  
 216 2ND AVE TYBEE ISLAND GA 31328 CHATHAM.

RATING INFORMATION- INFLATION GUARD, BRICK VENEER, CONSTRUCTED IN 1964,  
 PRIMARY RESIDENCE, TERRITORY 04, FEET FROM HYDRANT 1000,  
 \$1000 SECTION I LOSS DEDUCTIBLE PER OCCURRENCE, 1 FAMILY, INSIDE CITY,  
 ORDINANCE OR LAW COVERAGE,

COVERAGE AT THE ABOVE DESCRIBED LOCATION IS PROVIDED ONLY WHERE A LIMIT OF  
 LIABILITY IS SHOWN OR A PREMIUM IS STATED

SECTION I COVERAGE	LIMIT OF LIABILITY	PREMIUMS
A. DWELLING	\$268,000	\$2,830.00
B. OTHER STRUCTURES	\$26,800	
C. PERSONAL PROPERTY	\$134,000	
D. LOSS OF USE	\$53,600	
SECTION II COVERAGE		
E. PERSONAL LIABILITY	\$300,000 EACH OCCURRENCE	
F. MEDICAL PAY. TO OTHERS -	\$1,000 EACH PERSON	\$6.00
TOTAL BASIC PREMIUM - - - - -		\$2,836.00

-BILLING/REFUND STATEMENT-  
 TOTAL PREMIUM.... \$2,836.00  
 AMOUNT RECEIVED. \$2,923.00  
 REFUND DUE..... \$87.00

POLICY - HP 0220656 2505 AGT 025 02 BILL MTG  
 JOYCE PRESCOTT  
 REFUND DUE \$87.00

IF YOU HAVE A QUESTION CONCERNING THIS BILLING,  
 REFUND STATEMENT, CONTACT YOUR LOCAL AGENT.

Item #8.

MEMBER NO. 07024284 JOYCE PRESCOTT

HOMEOWNERS POLICY

RENEWAL DECLARATION \* EFFECTIVE 10/28/2021

MORTGAGEE WAS BILLED

THIS IS A CONTINUOUS RENEWAL POLICY

FROM	POLICY PERIOD	TO	COVERAGE IS PROVIDED IN THE	AGENCY
H	10/28/21	10/28/22	GEORGIA FARM BUREAU MUTUAL INSURANCE COMPANY	07 025 02

NAMED INSURED AND ADDRESS

AGEN

JOYCE PRESCOTT

PO BOX 33

TYBEE ISLAND GA 31328-0033

DIANNE M. RANDALL, LUTCF  
P.O. BOX 13127  
SAVANNAH, GA

PHONE NO 912-355-5659

31416

TOTAL ANNUAL PREMIUM - - - - - \$2,836.00

POLICY PERIOD - 12:01 A.M. STANDARD TIME AT THE RESIDENCE PREMISES.

MORTGAGEE/LOSS PAYEE

TRUIST BANK ISAOA/ATIMA

#4001462912

PO BOX 7952

SPRINGFIELD OH

45501

FORMS AND ENDORSEMENTS - HO-3 06/08, HO-277 08/95, HO-500 04/85, HO-0101 07/19,  
HO-540 03/20, HO-593 03/13, HO-290 10/96, HO-216 04/84.

11/30/21  
DATE

NOTICE

If you have a claim, please contact us toll free at 1-855-432-2567.

Refunds will be mailed in a separate envelope.

To ensure continuous coverage, detach the billing stub from page one and promptly return with your check in the enclosed return envelope. Please remember to pay your membership dues promptly when billed to ensure that your insurance coverage is not interrupted. A valid GFB membership is required to participate in our Insurance Program.

Please notify your agent if there are mortgagee/loss payee changes.

MEMBER NO. 07024284 JOYCE PRESCOTT

HOMEOWNERS POLICY

RENEWAL DECLARATION \* EFFECTIVE 10/28/2021

MORTGAGEE WAS BILLED

**THIS IS A CONTINUOUS RENEWAL POLICY**

FROM	POLICY PERIOD	TO	COVERAGE IS PROVIDED IN THE	AGENCY
	10/28/21	10/28/22	GEORGIA FARM BUREAU MUTUAL INSURANCE COMPANY	07 025 02

NAMED INSURED AND ADDRESS

AGENT

JOYCE PRESCOTT

DIANNE M. RANDALL, LUTCF  
P.O. BOX 13127  
SAVANNAH, GA

PO BOX 33  
TYBEE ISLAND GA 31328-0033

PHONE NO 912-355-5659

31416

DESCRIPTION OF ENDORSEMENTS

PREMISES ALARM SYSTEM CREDIT  
FIRE OR SMOKE ALARM.

PERSONAL PROPERTY REPL COST

NOTICE

If you have a claim, please contact us toll free at 1-855-432-2567.

Refunds will be mailed in a separate envelope.

To ensure continuous coverage, detach the billing stub from page one and promptly return with your check in the enclosed return envelope. Please remember to pay your membership dues promptly when billed to ensure that your insurance coverage is not interrupted. A valid GFB membership is required to participate in our Insurance Program.

Please notify your agent if there are mortgagee/loss payee changes.





www.gfbinsurance.com

Georgia Farm Bureau Mutual Insurance Company  
Georgia Farm Bureau Casualty Insurance Company  
P.O. Box 7008 Macon, Georgia 31209-7008

## SPECIAL NOTICE

Always the Home Team™

HP 0220656 25 05  
JOYCE PRESCOTT

PO BOX 33  
TYBEE ISLAND GA 31328-0033

### Georgia Farm Bureau is online!

You may register to access your policy information at [www.gfbinsurance.com](http://www.gfbinsurance.com). Just click on "Sign In" then "Register". For your privacy, we are issuing a PIN that will give you access to all policies associated with your member number. Please have the following information available when registering:



### IMPORTANT

Please check the first page of your policy declaration for billing information.



**File Attachments for Item:**

9. Info Hut Use Agreement with City of Tybee and Visit Tybee



**PARTIES:** City of Tybee Island;  
Visit Tybee, a division of the Savannah Area Chamber of Commerce

**SERVICE:** Tybee Island Information (Info) Hut Partnership

**TERM:** May 27, 2022 to September 5, 2022

**MEMORANDUM OF AGREEMENT**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 serves to be representative of a partnership between the City of Tybee Island (City) and Visit Tybee (DMO), a division of the Savannah Area Chamber of Commerce, for services at the Info Hut.

**WITNESSETH**

In consideration of the mutual understanding contained herein, the Parties hereby agree to the following for the 2022 spring and summer season:

1. The DMO will be responsible for:
  - a. Providing staffing (hiring, training and managing) during the 2022 spring and summer season.
    - i. Staff coverage (if sufficiently secured) will be approximately 11am – 5pm Thursday thru Sunday (this includes Monday July 5th and Monday September 5th).
    - ii. Staff will consist of part-time staff operating on a shift-work schedule.
    - iii. If sufficient staffing is not secured, Visit Tybee will notify the City prior to May 27.
  - b. Providing general liability insurance for Info Hut staff.
  - c. Providing visitor information to the public specific to Tybee Island, local businesses and events, during hours of operation.
  - d. Providing a monthly e-report to the city’s Development Authority/Main Street staff person regarding estimated number of people served, a breakdown of which states people were from, and top five asked questions (as time permits).
2. The City will be responsible for:
  - a. Ensuring the exterior and interior (including air conditioning unit and refrigerator) of the Info Hut is appropriately maintained.
  - b. Providing information for posting at the Info Hut via the Development Authority/Main Street Program.
    - i. information will include answers to frequently asked questions.
  - c. Providing assistance to the Info Hut staff as necessary from the city’s Development Authority/Main Street staff.
  - d. Providing electricity to the Info Hut as available.
  - e. Posting contact information at the Info Hut for the Visit Tybee staff and public.
  - f. Providing space for the informational map (provided in 2016) of Tybee Island to be posted at the Info Hut.
  - g. Providing seasonal complementary parking passes for Info Hut staff.
    - i. tag registration information will be required to be provided prior to May 27.
  - h. Providing one parking space near the Info Hut, which will be designated by a sign, during times of Info Hut staff coverage (availability not guaranteed).

**Signatures provided below by involved Parties constitutes mutual acceptance of this Agreement\*.**

\_\_\_\_\_  
Shirley Sessions, Mayor  
City of Tybee Island

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joseph Marinelli, President  
Visit Tybee

\_\_\_\_\_  
Date

Item #9.

\* Agreement contingent upon availability of staffing by Visit Tybee

**File Attachments for Item:**

10. Second Amendment, Verizon Wireless, License

## AGREEMENT

This Agreement ("Agreement") made this 27 day of August, 2020 between City of Tybee Island, Georgia, with an address at 403 Butler Ave., Tybee Island, GA 31328, hereinafter referred to as "Licensor" and Celco Partnership d/b/a Verizon Wireless, with an address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter referred to as "Licensee".

1. Licensor does hereby grant unto Licensee a license to use a 75' by 75' parcel located at corner of Van Horne & Old Fort Road, Tybee Island, GA 31328 which parcel is hereinafter referred to as the "Property", which is more described further on Exhibit A attached hereto and made a part hereof, together with the right to place upon the Property a communications facility ("Facility"). The Licensor also grants unto the Licensee the non-exclusive right-of-way for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks. Said right-of-way and Property are generally described on Exhibit A attached hereto and made a part hereof. Further, the Licensee shall have the right to install and maintain conduits, pipes, cables and wires to its Facility within the Property as necessary to supply utility service and power to the Facility or as otherwise needed to service the Facility as reasonably determined by Licensee.

2. The initial term of this Agreement shall be for a period of six (6) months and shall commence on the date this Agreement is executed by all parties ("Initial Term").

3. This Agreement shall be automatically extended for an additional period of six (6) months unless Licensee terminates it at the end of the Initial Term by giving Licensor written notice of its intent to terminate at least ten (10) days prior to the end of the Initial Term.

4. Licensee reserves the right to terminate this Agreement on thirty (30) days written notice. Upon termination of the Agreement, Licensee will remove all of its equipment and improvements and restore the Property to its original condition.

5. Licensee shall indemnify and hold Licensor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of Licensee, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Licensor, or its employees, contractors or agents. Licensee shall maintain at its own expense during the term of this Agreement, commercial general liability insurance with a combined single limit of \$1,000,000.00 for bodily injury and property damage. The insurance policy required by Section 5 hereof shall include Licensor as an additional insured as its interest may appear under this Agreement. The Licensee shall provide a certificate of insurance to the Licensor as proof of said coverage which shall contain a provision for thirty (30) days notice of cancellation to the Licensor. Except with respect to the indemnification set forth in this paragraph, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

6. Licensor covenants that Licensee, performing the covenants set forth herein, shall peacefully and quietly have, hold and enjoy the Property. Further, Licensor covenants that Licensor is seized of good and sufficient title and interest to the Property and has full authority to enter into this Agreement.

7. This Agreement may be sold, assigned or transferred by Licensee to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization, without the consent of the Licensor. As to any other parties, any sale, assignment or transfer must be with the written consent of the Licensor, which consent will not be unreasonably withheld.

8. All notices hereunder must be in writing and shall be sent certified mail, return receipt requested, to:

Licensor: City of Tybee Island, Georgia  
403 Butler Ave.  
Tybee Island, GA 31328

Licensee: Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

(Signature Page to Follow)



IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR: City of Tybee Island, Georgia

By: Shirley Sessions  
Name: SHIRLEY SESSIONS  
Title: MAYOR



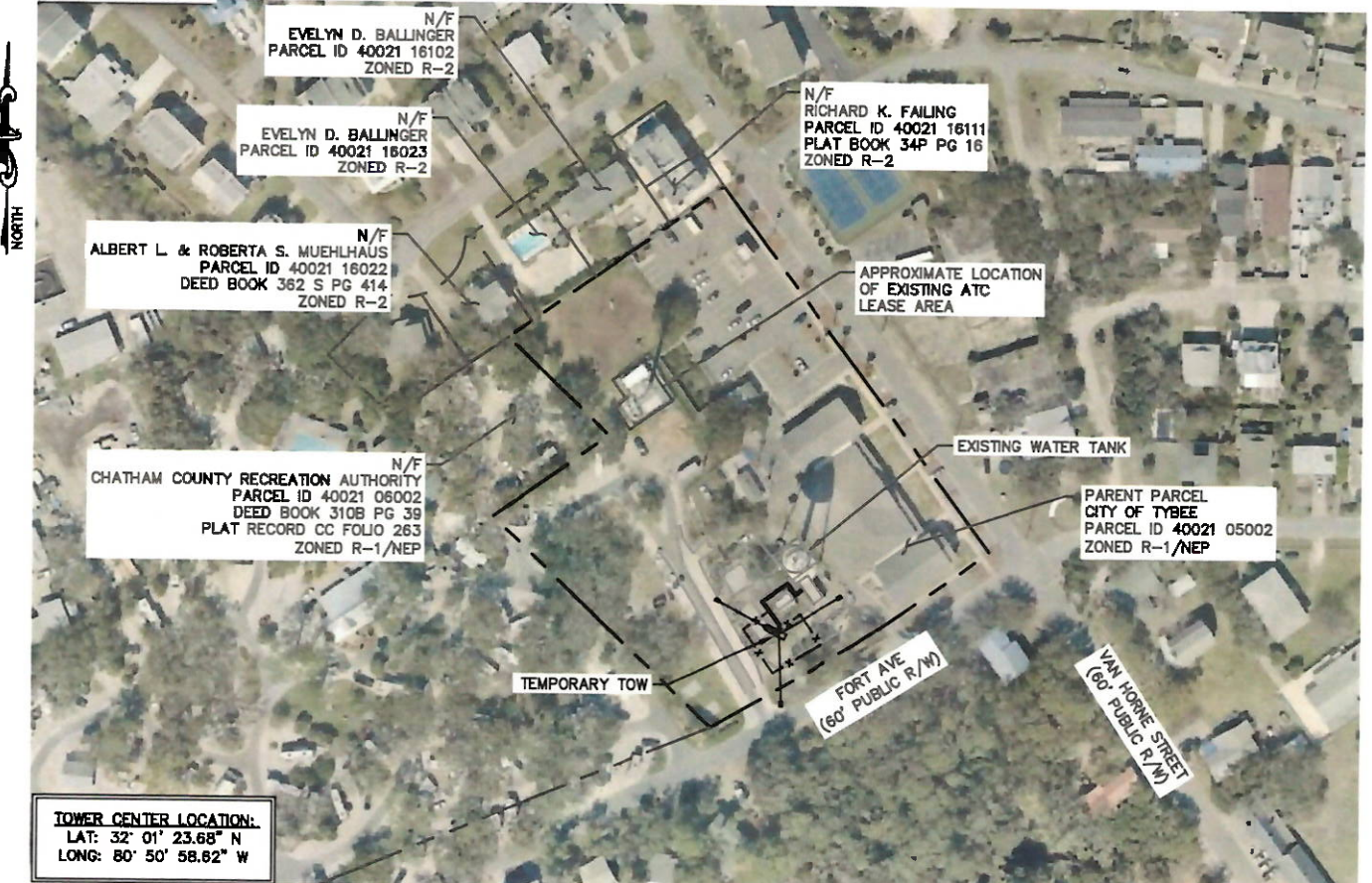
Approved as to Form  
[Signature]  
City ATTORNEY

LICENSEE: Cellco Partnership  
d/b/a Verizon Wireless

By: Thien Kim Nguyen  
Name: Thien Kim Nguyen  
Title: Real Estate Manager

Aug 26, 2020

Exhibit A  
Description



REV.3 UPDATED PER COMMENTS  
REV.2 UPDATED PER COMMENTS  
REV.1 UPDATED TO INCLUDE SURVEY

JOB No.	013509082
DATE	07/27/20
REV.	3
DRAWN	KAB
CHECKED	KRD

**Kimley»Horn**  
11720 AMBER PARK DRIVE, SUITE 600, ALPHARETTA, GA 30006  
PHONE: 770-619-4280 WWW.KIMLEY-HORN.COM

Site Visit Attendees:  
James Garlney

**VERIZON WIRELESS**  
SITE NAME TYBEE\_TEMP  
LOCATION CODE 630937  
1 FORT AVE  
TYBEE ISLAND, GA 31328  
CHATHAM COUNTY

CITY OF TYBEE

SITE LAYOUT  
APPROVAL SHEET  
SCALE: 1" = 150'  
NOT FOR CONSTRUCTION

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Plans of and engineer reference on this document without written authorization and approval by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc. Copyright Kimley-Horn and Associates, Inc. 2020





SITE NAME: Tybee Island

Licensee PSLC # : 630937

**FIRST AMENDMENT TO AGREEMENT**

Aug 5, 2021

This First Amendment to Agreement is being made this 8 day of July, 2021 between City of Tybee Island, Georgia, with an address at 403 Butler Ave., Tybee Island, GA 31328, hereinafter referred to as "LICENSOR," and Cellco Partnership d/b/a Verizon Wireless, with a principal mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter called "LICENSEE."

WHEREAS, LICENSOR and LICENSEE (or their predecessors in interest) entered into that certain Agreement dated August 27, 2020 (the "Agreement") whereby LICENSOR licensed to LICENSEE a 75' by 75' portion of the Property located at corner of Van Horne & Old Fort Road, Tybee Island, GA 31328 ("Premises"), as more particularly described on Exhibit A attached to the Agreement; and

WHEREAS, LICENSOR and LICENSEE have agreed to extend the term of the Agreement as more particularly set forth herein.

NOW THEREFORE, in consideration of the Premises and intending to be legally bound hereby, LICENSOR and LICENSEE agree to the following changes and modifications to the Agreement.

1. Section 2 of the Agreement is hereby amended to reflect that, beginning on August 28, 2021, the Agreement shall be extended for 1 additional term of 6 months ("Initial Renewal Term"). Upon expiration of the Initial Renewal Term, LICENSEE shall have the right to extend this Agreement for 1 additional term of 6 months ("Additional Renewal Term"). Unless LICENSEE notifies LICENSOR of its intention not to exercise its option to renew the Agreement for the Additional Renewal Term at least thirty 30 days prior to the expiration of the Initial Renewal Term, the Additional Renewal Term shall automatically be exercised without notice or any other action of any kind by LICENSEE.

2. Section 3 of the Agreement is deleted in its entirety.

3. Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

Shirley Sessions  
Witness approved as to form City Attorney  
Jim Blake



\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**LICENSOR:**

**City of Tybee Island, Georgia**

By: Shirley Sessions  
Name: Shirley Sessions  
Title: Mayor  
Date: July 26, 2021

**LICENSEE:**

**Cellco Partnership  
d/b/a Verizon Wireless**

DocuSigned by:  
Jim Blake  
By: \_\_\_\_\_  
Name: Jim Blake  
Title: Director - Network Field Engineering  
Date: Aug 5, 2021

**Certificate Of Completion**

Envelope Id: 12D97A64AEFC4B229A044A6C87D51A6E	Status: Sent
Subject: Tybee_Temp/Pkg ID 1496968/Approved 5 Aug 21 (J Guyer)/SrREM or Director signatory	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Joseph Guyer
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Joseph.Guyer@VerizonWireless.com
	IP Address: 162.115.44.102

**Record Tracking**

Status: Original	Holder: Joseph Guyer	Location: DocuSign
8/5/2021 12:33:09 PM	Joseph.Guyer@VerizonWireless.com	

**Signer Events**

Jim Blake  
jim.blake@verizonwireless.com  
Director Field Engineering  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
4B6D35DC14D949A...  
Signature Adoption: Pre-selected Style  
Using IP Address: 69.78.100.101

**Timestamp**

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Viewed: 8/5/2021 12:54:42 PM  
Signed: 8/5/2021 12:55:00 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/5/2021 12:54:42 PM  
ID: 4c6c303b-fbec-4a68-8427-726df4f03165

1st witness  
vzwsare-1stWitness@VerizonWireless.com  
Eng II - RE/Regulatory  
Security Level: Email, Account Authentication (None)

Sent: 8/5/2021 12:55:01 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/5/2021 10:14:03 AM  
ID: 1a38b8fc-dc83-4deb-b013-2441e758c986

2nd Witness  
vzwsare-2ndWitness@VerizonWireless.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 8/3/2021 1:58:54 PM  
ID: fcc97992-067d-4447-8d03-28a66da2096c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Greg Spence  
gspence@fortifiedtelecom.com  
Security Level: Email, Account Authentication (None)

**COPIED**

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Carbon Copy Events	Status	Timestamp
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**Electronic Record and Signature Disclosure:**  
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Nathan Peterson  
nathan.peterson3@verizonwireless.com  
Security Level: Email, Account Authentication  
(None)

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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/5/2021 12:40:16 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, VBG Network Real Estate (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact VBG Network Real Estate:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [tricsha.fatakia@verizonwireless.com](mailto:tricsha.fatakia@verizonwireless.com)

### **To advise VBG Network Real Estate of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [tricsha.fatakia@verizonwireless.com](mailto:tricsha.fatakia@verizonwireless.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from VBG Network Real Estate**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [tricsha.fatakia@verizonwireless.com](mailto:tricsha.fatakia@verizonwireless.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with VBG Network Real Estate**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [trisha.fatakia@verizonwireless.com](mailto:trisha.fatakia@verizonwireless.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify VBG Network Real Estate as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by VBG Network Real Estate during the course of your relationship with VBG Network Real Estate.

**File Attachments for Item:**

11. Bubba Hughes: Introduction: GMA Retirement Plan Amendments



May 19, 2022

RISK MANAGEMENT AND  
EMPLOYEE BENEFIT SERVICES  
BOARD OF TRUSTEES

**Chair**  
Rebecca L. Tydings  
City Attorney, Centerville

**Vice Chair**  
Marcia Hampton  
City Manager, Douglasville

**Secretary-Treasurer**  
Larry H. Hanson  
Executive Director

Trustees:

Shelly Berryhill  
Commissioner, Hawkinsville

Linda Blechinger  
Mayor, Auburn

Meg Kelsey  
City Manager, LaGrange

David Nunn  
City Manager, Madison

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

Kenneth L. Usry  
Mayor, Thomson

Clemontine Washington  
Mayor Pro Tem, Midway

Vince Williams  
Mayor, Union City

**TRANSMITTED VIA E-MAIL**

([jaime.spear@cityoftybee.org](mailto:jaime.spear@cityoftybee.org))

Ms. Jaime Spear  
Human Resources Director  
City of Tybee Island  
P.O. Box 2749  
Tybee Island, GA 31328

**RE: City of Tybee Island Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Retirement Plan; Amendment to Increase Elected Official Benefit and Establish 5-Year Cliff Vesting Schedule for Eligible Regular Employees**

Dear Ms. Spear:

Enclosed please find a draft amended Adoption Agreement and General Addendum for the City of Tybee Island’s Georgia Municipal Employees Benefit System (“GMEBS”) Defined Benefit Retirement Plan (“Plan”). The amendment to the Plan increases the normal retirement benefit for elected officials who are in office on or after July 1, 2022, from \$20.00 a month per year of service as an elected official to \$25.00 a month per year of service as an elected official (see Adoption Agreement p. 24). The amendment also establishes a 5-year cliff vesting schedule for eligible regular employees who are employed on or after July 1, 2022 (see Adoption Agreement p. 29). The cliff vesting schedule will replace the 10-year graduated vesting schedule. Under the cliff vesting schedule, benefits will be 100% vested after the participant has a minimum of 5 years of total credited service. Benefits remain 0% vested until the participant satisfies this minimum.

The Adoption Agreement provides that the amendment will become effective on July 1, 2022. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.**

If the draft Adoption Agreement and General Addendum are acceptable as drafted, please have the designated representatives sign and date the documents where indicated (p. 37 and p. 2, respectively) and return both documents by email to Ms. Gina Gresham at [rgresham@gacities.com](mailto:rgresham@gacities.com). We will then countersign the original and return the fully executed Adoption Agreement and General Addendum to you.

If changes are needed to the draft Adoption Agreement or General Addendum, please let us know before approving them.

Ms. Jaime Spear  
May 19, 2022  
Page 2

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

Sincerely,



Caroline Dorsey  
Associate General Counsel

Encl.

- C: Mr. Edward Hughes, City Attorney, City of Tybee Island (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

**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 Tybee Island, Georgia as follows (complete one or more sections, as applicable):

\*\*\* Items (1) through (11) of General Addendum – Not Applicable \*\*\*

**(12) Minimum and Maximum Limits on Normal Retirement Benefit Amount for Regular Employees.**

Check one or more as applicable:

- (a) The minimum monthly normal retirement benefit amount shall be:  \$\_\_\_\_\_,  \_\_\_\_\_% of the Participant's Final Average Earnings (specify minimum monthly amount or percentage).

The minimum benefit amount elected above shall apply to (check one):

- All Participants who are Regular Employees.  
 Only the following Participants (must specify)

\_\_\_\_\_.

- (b) The maximum monthly normal retirement benefit amount shall be:  \$\_\_\_\_\_,  100% (specify maximum monthly amount or percentage) of:  the highest monthly earnings used to calculate the Participant's Final Average Earnings,  the Participant's Final Average Earnings. This maximum benefit limit shall apply in addition to and not in lieu of any applicable limits under Internal Revenue Code Section 415.

The maximum benefit amount elected above shall apply to (check one):

- All Participants who are Regular Employees.  
 Only the following Participants (must specify)

\_\_\_\_\_.

**Note:** The minimum or maximum limit elected above shall apply to the standard form of payment. If the Participant elects a different form of benefit payment, the limit shall be actuarially adjusted based on the form of benefit payment elected.

**\*\*\* Items (13) through (15) of General Addendum – Not Applicable \*\*\***

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Tybee Island, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Attest:** **CITY OF TYBEE ISLAND, 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



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

**DEFINED BENEFIT RETIREMENT PLAN**

**AN ORDINANCE**  
**and**  
**ADOPTION AGREEMENT**  
**for**  
**City of Tybee Island**

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

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## **I. AN ORDINANCE**

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

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

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

**Ordinance continued on page 37**

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

**1. ADMINISTRATOR**

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

**2. ADOPTING EMPLOYER**

Name: **City of Tybee Island, Georgia**

**3. GOVERNING AUTHORITY**

Name: **Mayor and Council**  
Address: **P.O. Box 2749, Tybee Island, GA 31328-2749**  
Phone: **(912) 472-5080**  
Facsimile: **(912) 786-5737**

**4. PLAN REPRESENTATIVE**

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

Name: **City Manager**  
Address: **P.O. Box 2749, Tybee Island, GA 31328-2749**  
Phone: **(912) 472-5080**  
Facsimile: **(912) 786-5737**

## 5. PENSION COMMITTEE

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

Position: Clerk of Council (City Clerk)

Position: City Manager

Position: Finance Officer of the City

Position: One (1) active City Employee appointed by the Mayor and Council

Position: One (1) active City Employee appointed by the Mayor and Council

Position: One (1) member of the Mayor and Council designated by the Mayor and Council

**In the event the title of a position on the Pension Committee should change, an amendment to the Adoption Agreement shall not be necessary; rather, such position shall be held and filled by the individual with the most similar job description.**

Pension Committee Secretary: Human Resources Administrator

Address: P.O. Box 2749, Tybee Island, GA 31328-2749

Phone: (912) 472-5080

Facsimile: (912) 786-5737

## 6. TYPE OF ADOPTION

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

- This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (check one or more as applicable):
  - To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
  - To make the following amendments to the Adoption Agreement (must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): This is an amendment to increase the monthly Normal Retirement benefit for elected or appointed members of the Governing Authority who hold such office on or after July 1, 2022, from \$20.00 a month per year of Total Credited Service as an elected or appointed member of the Governing Authority to \$25.00 a month per year of Total Credited Service as an elected or appointed member of the Governing Authority (see Adoption Agreement p. 24). This is also an amendment to

**establish a five (5) year cliff Vesting schedule for Eligible Regular Employees employed on or after July 1, 2022 (see Adoption Agreement p. 29).**

## 7. EFFECTIVE DATE

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

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

The effective date of this Plan is \_\_\_\_\_.

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

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

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

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

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be **July 1, 2022** **(insert effective date of this Adoption Agreement not earlier than January 1, 2013)**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **October 22, 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 **May 1, 1987** **(insert effective date of Employer's original GMEBS**

**Plan).** (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective \_\_\_\_ (if applicable, insert effective date of Employer's original non-GMEBS Plan).)

## 8. PLAN YEAR

Plan Year means (check one):

- Calendar Year
- Employer Fiscal Year commencing \_\_\_\_\_.
- Other (must specify month and day commencing): May 1.

## 9. CLASSES OF ELIGIBLE EMPLOYEES

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

### A. Eligible Regular Employees

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

- ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ALL REGULAR EMPLOYEES EXCEPT** for the following employees (must specify; specific positions are permissible; specific individuals may not be named):  
Any City Manager who agrees in his or her employment contract with the City not to participate in this Plan shall be ineligible to participate in this Plan with respect to such employment. In the event that a City Manager agrees in his or her employment contract with the City not to participate in this Plan, the City shall provide GMEBS with written notice of such contract provision(s) within 180 days after the City Manager becomes employed with the City in such position; provided, however, that notwithstanding any provision in this Adoption Agreement or the Master Plan to the contrary, the failure of the City to provide such written notice to GMEBS shall not make such a City Manager eligible to participate in this Plan (see Adoption Agreement pp. 7-8 concerning participation in the Plan by City Managers).

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

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Master Plan's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically



identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

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

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

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): **Each elected or appointed member of the Governing Authority who holds an office of the Employer on July 1, 2003, shall be qualified to participate in the Plan on such date. Each other elected or appointed member of the Governing Authority who holds an office subsequent to July 1, 2003 shall be qualified to participate in the Plan on the first day of the month immediately following or coinciding with the first date after July 1, 2003, that he or she occupies any elective office of the Governing Authority (see Adoption Agreement pp. 7-8 regarding participation in the Plan). In accordance with Section 4.03(b) of the Master Plan, an elected or appointed member of the Governing Authority who initially takes office or returns to office on or after January 1, 2015, shall be qualified to participate in the Plan on the date he or she initially takes such office or returns to office.**

(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: **35 hours/week** (must not exceed 40 hours/week regularly scheduled)

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City of Tybee Island (Amended Effective July 1, 2022)

**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): Eligible Regular Employees employed on or before October 10, 1996, provided they are not Terminated and reemployed after such date.**

Minimum hour requirement applicable to excepted Regular Employees:

- No minimum
- 20 hours/week (regularly scheduled)
- 30 hours/week (regularly scheduled)
- Other: \_\_\_\_\_ (must not exceed 40 hours/week regularly scheduled)

**B. Months Per Year (Regular Employees)**

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

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

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

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

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

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

## 11. WAITING PERIOD

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

## 12. ESTABLISHING PARTICIPATION IN THE PLAN

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

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

- None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Master Plan).
- Participation is optional for the following Eligible Employees (**must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees**): **If a former City Manager or other Employee has previously waived or declined participation in the Plan prior to July 1, 2003, said City Manager or Employee shall not receive credit for any service with the City prior to July 1, 2003. Notwithstanding any provision to the contrary, since July 1, 2003, the City's Plan has operated and will continue to operate as follows with respect to participation in the Plan by the City Manager and by elected or appointed members of the Governing Authority. The City Manager is required to participate in the Plan, provided the City Manager meets the eligibility requirements for participation that are applicable to other Regular Employees; however, a City Manager who affirmatively agrees in his or her employment contract with the City not to participate in this Plan is ineligible to participate in the Plan (see p. 5 relating to Eligible Regular Employees). Each elected or appointed member of the Governing Authority automatically participates in the Plan unless he or she irrevocable elects in writing not to participate in the Plan within 120 days following the date on which he or she first takes such office or returns to office, as applicable, and such election is submitted to the Pension Committee Secretary in the form and manner required by the City within said 120 day period.**

## 13. CREDITED SERVICE

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

### A. **Credited Past Service with Adopting Employer**

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

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

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

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

**(2) Previously Employed, Returning to Service after Original Effective Date.** If

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

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

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **Notwithstanding any other provision, Credited Past Service shall not include any tenure of office as an elected or appointed member of the Governing Authority unless the Participant was serving as an elected or appointed member of the Governing Authority or Eligible Regular Employee on July 1, 2003.**

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

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

**B. Prior Military Service**

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

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

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

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

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

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

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

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

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

- One month of military service credit for every \_\_\_\_\_ month(s) **(insert number)** of Credited Service with the Adopting Employer.

- One year of military service credit for every \_\_\_\_\_ year(s) **(insert number)** of Credited Service with the Adopting Employer.
  - All military service shall be creditable (subject to any caps imposed above) after the Participant has completed \_\_\_\_\_ years **(insert number)** of Credited Service with the Employer.
  - Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.
- (4) Payment for Prior Military Service Credit(check one):**
- Participants shall **not** be required to pay for military service credit.
  - Participants shall be required to pay for military service credit as follows:
    - The Participant must pay \_\_\_\_\_% of the actuarial cost of the service credit (as defined below).
    - The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

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

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

**C. Prior Governmental Service**

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

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

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

Adopting Employer below. The Employer elects to treat prior governmental service as follows **(check one)**:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**(2) Minimum Service Requirement.**

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

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

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

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

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

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

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

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

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

## 14. RETIREMENT ELIGIBILITY

### A. Early Retirement Qualifications

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

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

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

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

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

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

**B. Normal Retirement Qualifications**

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

**(1) Regular Employees**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C. Alternative Normal Retirement Qualifications**

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

\_\_\_\_\_.

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

**Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): Attainment of age 55 and completion of 20 years of Total Credited Service.**

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

This alternative normal retirement benefit is available to:

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

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

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

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

**D. Disability Benefit Qualifications**

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

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

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

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

**15. RETIREMENT BENEFIT COMPUTATION**

**A. Maximum Total Credited Service**

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

- not limited.
- limited to \_\_\_\_\_ years for all Participants.
- limited to \_\_\_\_\_ years for the following classes of Eligible Regular Employees:
  - All Eligible Regular Employees.
  - Only the following Eligible Regular Employees: \_\_\_\_\_.
- limited to \_\_\_\_\_ years as an elected or appointed member of the Governing Authority.



- limited to \_\_\_\_\_ years as a Municipal Legal Officer.
- Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.

**B. Monthly Normal Retirement Benefit Amount**

**(1) Regular Employee Formula**

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

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

This formula applies to:

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

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

- (c) **Split Final Average Earnings Formula.** 1.5% (insert percentage) of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus 2.0% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

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

- (d) **Alternative Split Final Average Earnings Formula.** \_\_\_\_\_% (insert percentage) of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus \_\_\_\_\_% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

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

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

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

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

- (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Master Plan. This definition of Covered Compensation shall apply to (**check one**):
  - All Participants who are Regular Employees.
  - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):\_\_\_\_\_.
- (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Master Plan. This definition of Covered Compensation shall apply to (**check one**):
  - All Participants who are Regular Employees.
  - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):\_\_\_\_\_.
- (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Master Plan. This definition of Covered Compensation shall apply to (**check one**):
  - All Participants who are Regular Employees.
  - Only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.
- (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$\_\_\_\_\_ (**specify amount**). This definition shall apply to (**check one**):
  - All Participants who are Regular Employees.
  - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):\_\_\_\_\_.

**(3) Final Average Earnings**

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for

the **60 (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

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

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

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

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

- Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- \$25.00 (insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer or major fraction thereof (6 months and 1 day).

This formula applies to:

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

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

**C. Monthly Early Retirement Benefit Amount**

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

- (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Master Plan to account for early commencement of benefits. This provision shall apply to:
  - All Participants.

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

**Alternative Early Retirement Reduction Table**

<b><u>Number of Years Before [Age (Insert Normal Retirement Age)] (check as applicable)</u></b>	<b><u>Percentage of Normal Retirement Benefit* (complete as applicable)</u></b>
<input type="checkbox"/> 0	1.000
<input type="checkbox"/> 1	0.____
<input type="checkbox"/> 2	0.____
<input type="checkbox"/> 3	0.____
<input type="checkbox"/> 4	0.____
<input type="checkbox"/> 5	0.____
<input type="checkbox"/> 6	0.____
<input type="checkbox"/> 7	0.____
<input type="checkbox"/> 8	0.____
<input type="checkbox"/> 9	0.____
<input type="checkbox"/> 10	0.____
<input type="checkbox"/> 11	0.____
<input type="checkbox"/> 12	0.____
<input type="checkbox"/> 13	0.____
<input type="checkbox"/> 14	0.____
<input type="checkbox"/> 15	0.____

\*Interpolate for whole months

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

- (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of his Late Retirement Date.
- (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table

contained in Section 12.05 of the Master Plan; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Master Plan.

**E. Monthly Disability Benefit Amount**

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

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

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

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

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

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

- Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- No minimum or maximum applies.

- Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.
  - Other minimum or maximum **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):**
- 

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

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

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

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

**(2) Reemployment After Early Retirement.** In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before his Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible

Employee (as defined in the Plan) before his Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply **(check one or more as applicable)**:

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

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

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

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

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

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

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

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

- (1) No cost-of-living adjustment.
- (2) Variable Annual cost-of-living adjustment not to exceed **3.0%** **(insert percentage)**.
- (3) Fixed annual cost-of-living adjustment equal to \_\_\_\_\_% **(insert percentage)**.

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

- All Participants (and their Beneficiaries).
- Participants (and their Beneficiaries) who terminate employment on or after **June 1, 1999 (insert date)**.
- Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

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

## 17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

### A. Eligible Regular Employees

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

- No vesting schedule (immediate vesting).**
- Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of **5** years **(insert number not to exceed 10)** of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.
- Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule **(insert percentages)**:

<u>COMPLETED YEARS OF TOTAL CREDITED SERVICE</u>	<u>VESTED PERCENTAGE</u>
1	0%
2	0%
3	0%
4	0%
5	0%
6	0%
7	0%
8	0%
9	0%
10	0%



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

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

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

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

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

- Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- No vesting schedule (immediate vesting).
- Other vesting schedule (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): Benefits shall be 100% Vested after the Participant has a minimum of 4 years of Total Credited Service. Benefits remain 0% Vested until the Participant satisfies this minimum. If the Participant holds office as an elected or appointed member of the Governing Authority or is employed as an Eligible Regular Employee on July 1, 2003, then Service with the City prior to July 1, 2003 will be taken into account in determining whether the Participant has satisfied the 4 year requirement. Otherwise, service prior to July 1, 2003 will not be taken into account.**

**18. PRE-RETIREMENT DEATH BENEFITS**

**A. In-Service Death Benefit**

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

- (1)  **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan. In order to be eligible for this benefit, a Participant must meet the following requirements (**check one**):

- The Participant must be vested in a normal retirement benefit.
- The Participant must have \_\_\_\_\_ years (**insert number**) of Total Credited Service.
- The Participant must be eligible for Early or Normal Retirement.
- Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

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

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

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

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

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

(3) **Exceptions:** If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable,

the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

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

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

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

**B. Terminated Vested Death Benefit**

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

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

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

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

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

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

## 19. EMPLOYEE CONTRIBUTIONS

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

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

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

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

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

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

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

- Interest shall not be paid.

- Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.
  - Other rate of interest (**must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**):
- 

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

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

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

## **21. TERMINATION OF THE ADOPTION AGREEMENT**

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

## **22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS**

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

The Adopting Employer hereby agrees to abide by the Master Plan, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the

Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

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

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

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

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

On and after February 17, 2005, the Board delegates to the Practitioner the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who

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

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

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

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

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

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

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

**Section 3.** The effective date of this Ordinance shall be July 1, 2022.

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

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

Attest:

CITY OF TYBEE ISLAND, 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