



## Newnan City Council Meeting

NOVEMBER 12, 2019

Newnan City Hall  
Richard A. Bolin Council Chambers  
25 LaGrange Street  
2:30 PM

### CALL TO ORDER

### INVOCATION

### READING OF MINUTES

- [A.](#) Minutes from Regular Meeting on October 22, 2019

### REPORTS OF BOARDS AND COMMISSIONS

- [B.](#) Downtown Development Authority - Presentation of proceeds from Sunrise on the Square Road Race to the Newnan-Coweta Boys & Girls Club
- [C.](#) Newnan Urban Redevelopment Agency Annual Report

### REPORTS ON OPERATIONS BY CITY MANAGER

### REPORTS AND COMMUNICATIONS FROM MAYOR

### NEW BUSINESS

- [D.](#) Public Hearing - Application for Alcohol Beverage License - Transfer Licensee - Hooters of Newnan - Retail on Premise (Pouring) Sales, Malt Beverages and Wine - 1001 Bullsboro Drive - Reason: Personnel Change
- [E.](#) Public Hearing - Application for Alcohol Beverage License - Transfer Licensee - Walgreen #17278 - Retail off Premise (Package) Sales, Malt Beverages and Wine - 211 Temple Avenue - Reason: Personnel Change
- [F.](#) Public Hearing - Application for Alcohol Beverage License - Transfer Licensee - Walgreen # 09890 - Retail Off Premise (Package) Sales, Malt Beverages and Wine - 1 Millard Farmer Industrial Blvd - Reason: Personnel Change
- [G.](#) Consider Recommendation for Banking Services
- [H.](#) Adopt restated Plan documents to ensure continued tax-favored treatment for Georgia Municipal Employees Benefit System (GMEBS) member plans
- [I.](#) Information Only-Rezoning Request RZ2019-09, Dominion Acquisition, LLC for 16.85± acres located on Newnan Crossing Bypass (Tax Parcel #087 5011 003)
- [J.](#) Affirm the conveyance of Utility Easements - Auction Properties

### UNFINISHED BUSINESS

- [K.](#) 180 W. Washington Street - Owner update and request for extension
- [L.](#) Status Reports - 33 Hardaway Street, 280 West Washington Street, 6 Glenn Street, 8 Glenn Street, 100 Sprayberry Road, 15 Elm Circle and 18 Berry Avenue

### VISITORS, PETITIONS, COMMUNICATIONS & COMPLAINTS

- [M.](#) Consideration of the 1st Annual Resolution 5k hosted by the Newnan Police Department

- N. Request from The Angel's House and Run for Angels to hold annual Run for Angels 5K and 10K road races and 1 mile fun run on the same route as in previous years - Saturday February 1, 2020 beginning at 8:00 am
- O. Request to host Artists and Makers Pop Up Market Sunday December 15, 2019 around the downtown City Square 12 - 5 pm
- P. Request from Guy Coleman with Southeast Collegiate Prep Athletics to use Howard Warner Gymnasium beginning August 1, 2020 until March 15, 2021 Monday - Thursday 9:30am - 12:30pm for a post high school graduate prep basketball team
- Q. Request from Stacey Bristow/Elite Youth Organization and Prevailing Ministries to hold Community Walk in Newnan on Saturday November 23, 2019, beginning at 10:00 am

**MOTION TO ENTER INTO EXECUTIVE SESSION**

- R. Motion to Enter into Executive Session

**ADJOURNMENT**

The regular meeting of the City Council of the City of Newnan, Georgia was held on Tuesday, October 22, 2019 at 6:30 p.m. in the Richard A. Bolin Council Chambers of City Hall with Mayor Keith Brady presiding.

**CALL TO ORDER**

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

**PRESENT**

Mayor Keith Brady: Council members present: Ray DuBose, Paul Guillaume; Dustin Koritko; Rhodes Shell; George Alexander and Cynthia E. Jenkins. Also present: City Manager, Cleatus Phillips; City Clerk, Della Hill; Public Works Director, Michael Klahr; Planning Director, Tracy Dunnavant; City Attorney, Brad Sears and Police Chief, Douglas “Buster” Meadows.

**MINUTES – REGULAR COUNCIL MEETING – OCTOBER 8, 2019**

Motion by Councilman Guillaume, seconded by Councilman Koritko to dispense with the reading of the minutes of the Regular Council meeting for October 8, 2019 and adopt them as presented.

**MOTION CARRIED. (7 – 0)**

**NEWNAN YOUTH COUNCIL**

Talin Barrett	Senior	Northgate
Lindsay Eggen	Junior	East Coweta
Sun Moon	Junior	East Coweta
Krish Patel	Sophomore	Newnan
Ida Lee Lunsford	Junior	Newnan

**APPOINTMENT - CULTURAL ARTS COMMISSION**

Motion by Councilman Koritko, seconded by Councilman Alexander to appoint Joanna Harvey to the Cultural Arts Commission for a three-year term replacing Dave Dorrell.

**MOTION CARRIED. (7 – 0)**

**YOUTH ACTIVITIES COMMISSION – ANNUAL REPORT**

Mike Furbush gave a brief summary on the Youth Activities Commission. Currently there are 14 members on the Commission. Some of the projects for 2018 – 2019 - Elf’s for Christmas parade, donation Boys and Girls club, visited State capital, and helped at Fun Run at the LINC. They attended several training sessions. He thanked Council for all of their support.

**OFF AGENDA – REQUEST STREET CLOSURES COLLEGE-TEMPLE AREA –**  
**OCTOBER 31, 2019**

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Alexander to approve the request to temporarily close College - Temple area for Halloween and the Police Department to make additional closures as needed for safety on October 31, 2019.

**MOTION CARRIED. (7 – 0)**

**PRESENTATION – PICKLEBALL CONCEPT**

Billy Perkins, resident of Coweta County, stated Pickleball is the fastest growing sport in the US. This is a sport for all ages and skill levels. At the present time there are no public courts in Coweta/Newnan, however there are private courts. It is played both indoors and outdoors (smaller-sized tennis court). Pickleball has been proven to be one of the best activities for Parkinson's patients due to the social and physical aspects of the sport. We are seeking help from the City to make this happen in Newnan and Coweta County.

Rob Ragan informed Council they have found a location across from the Newnan Public Safety building. The concept is for 15 courts, bleachers and a covered pavilion. This could be another amenity to bring residents to downtown. It is in the proximity to CJ Smith Park and the LINC Trail. Project will cost around 2.5 million dollars.

The City Manager informed Council we were looking at 10 acres off Diplomat Parkway for a possibility of a Pickleball field but with no infrastructure it would be too expensive. This group was asked to find another site and submit a recommendation to Council. He is proposing 7 million dollars in SPLOST Budget for 2020 for recreation. The estimated cost for park facilities at C Jay Smith Park and Pickett Field is estimated at \$5.8 million. We will need to find another funding source for the remaining \$1.2 million for the Pickleball project.

Motion by Councilman Alexander, seconded by Councilman DuBose to instruct Staff to move forward with the RFD for the design concept of the Pickleball Park and operational funding.

**MOTION CARRIED. (7 – 0)**

**2019 NEWNAN/COWETA JAIL AGREEMENT – UPDATE DUE TO ELECTION OF**  
**SHERIFF LENN WOOD**

Motion by Councilman Alexander, seconded by Councilman Koritko to approve the 2019 Newnan/Coweta Jail agreement adding Sheriff Lenn Wood due to the retirement of Sheriff Mike Yeager.

**MOTION CARRIED. (7 – 0)**



**PUBLIC HEARING – AMENDMENTS TO THE CITY OF NEWNAN ZONING  
ORDINANCE**

Mayor Brady opened a public hearing on the amendments to the City of Newnan Zoning Ordinances.

The City Planner presented several amendments to the Zoning Ordinance particularly in Articles 1, 2, 3, 4, 5, 6, 7, 8, 10 and 13. Most of the changes are house-keeping and over site issues since the last update in 2017.

Mayor Brady closed the public hearing.

Motion by Councilman Alexander, seconded by Mayor Pro Tem Jenkins to adopt the Ordinance to amend the Zoning Ordinance by adopting certain text amendments and for other purposes.

**MOTION CARRIED. (7 – 0)**

**INFORMATION ONLY – REZONING REQUEST BY JOHN EDWARDS ON BEHALF OF  
EDWARDS 6, LLC, FOR 2.15+ ACRES LOCATED ON SUMMERLIN BOULEVARD  
FROM OI-1 (LOW DENSITY OFFICE AND INSTITUTIONAL DISTRICT) TO CCS  
(COMMUNITY SHOPPING CENTER DISTRICT) FOR THE PURPOSE OF  
CONSTRUCTING A RESTAURANT – PLANNING COMMISSION**

**CONSIDER INDEMNIFICATION AND HOLD HARMLESS AGREEMENT BETWEEN  
THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE CITY OF NEWNAN  
TO MOVE FORWARD WITH PHASE D OF THE NEWNAN LINC PROJECT**

Motion by Councilman Alexander, seconded by Councilman Koritko to approve the agreement for an Indemnification and Hold Harmless agreement between the Georgia Department of Transportation and the City of Newnan as it relates to an Encroachment Permit (Permit Number: A-077-002831-3).

**MOTION CARRIED. (7 – 0)**

**CONTRACT AWARD – DESIGN-BUILDER OF PARK FACILITIES AT C JAY SMITH  
PARK AND PICKETT FIELD**

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Alexander to award the contract for Design-Builder of Park facilities at C Jay Smith and Pickett Field to New South Construction Company for Phase I at a cost of \$82,610.

**MOTION CARRIED. (7 - 0)**

**CONSIDERATION OF ACCEPTANCE OF 1,307 ACRES OF REAL PROPERTY  
LOCATED AT SUMMERLIN BOULEVARD FROM THE BOARD OF EDUCATION OF  
COWETA COUNTY**

The City Manager stated the parking lot was never completed at this location.

Motion by Councilman Koritko, seconded by Councilman Guillaume to authorize the acceptance of property located at Summerlin Boulevard, currently owned by the Board of Education of Coweta County with current conditions.

**MOTION CARRIED. (7 – 0)**

**CONTINUE PUBLIC HEARING – ORDINANCE TO AMEND THE CODE OF  
ORDINANCES OF THE CITY OF NEWNAN ADOPTING REVISIONS TO ARTICLE 1,  
CHAPTER 6 BUSINESS**

Mayor Brady indicated this is a continuation of the public hearing on revisions to the City's Occupational Tax Ordinance.

After meeting with staff, he is comfortable with all of the proposed changes. He is recommending the proposed maximum cap on the calculated occupational tax be removed.

Mayor Brady closed the public hearing.

Motion by Councilman Shell, seconded by Councilman Guillaume to adopt the revised amended ordinance with revisions to the City's Occupational Tax Ordinance deleting the proposed maximum cap on the calculated occupation tax due to the City to Article 1, Chapter 6, Business.

**MOTION CARRIED. (7 – 0)**

**ORDINANCE – TO AMEND ARTICLE III EXCISE TAX ON HOTELS/MOTELS OF  
CHAPTER 19, TAXATION OF THE CODE OF ORDINANCES OF THE CITY OF  
NEWNAN IMPLEMENT TITLE 48, CHAPTER 13, ARTICLES 3, SECTION 51 OF THE  
OFFICIAL CODE OF GEORGIA ANNOTATED – EXCISE TAX ON ROOMS, LODGINGS  
AND ACCOMMOTATIONS, AND PROVIDE FOR THE COLLECTION BY OPERATOR:**

**TO PROVIDE FOR ADMINISTRATION; TO PROVIDE FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES - SECOND READING**

Motion by Councilman Shell, seconded by Mayor Pro Tem Jenkins to adopt on seconded reading an Ordinance to Amend Article III Excise Tax on Hotels/Motels of Chapter 19, Taxation of the Code of Ordinances of the City of Newnan, Implement Title 48, Chapter 13, Articles 3, Section 51 of the Official Code of Georgia Annotated - Excise Tax on Rooms, Lodgings and Accommodations, and Provide for the Collection by Operator; to provide for Administration; to provide for an effective date and for other purposes.  
Opposed: Koritko.

**MOTION CARRIED. (6 – 1)**

**HOUSING REQUEST- EXTENSION – 18 BERRY AVENUE**

The Code Enforcement Officer Informed Council the owner is requesting an extension on 18 Berry Avenue.

Mr. Daniel Moten stated he has a contract on the property as of this afternoon and is requesting an extension on the property.

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Alexander to approve an extension of one hundred twenty (120) days for structure located at 18 Berry Avenue.

**MOTION CARRIED. (7 – 0)**

**HOUSING REQUEST – EXTENSION – 100 SPRAYBERRY ROAD**

The Code Enforcement Officer indicated the owner is requesting an extension to complete repairs on the structure located at 100 Sprayberry Road. He is making progress

Motion by Councilman Shell, seconded by Councilman Koritko to approve an extension on the structure located at 100 Sprayberry Road for forty- five (45) days to complete the repairs.

**MOTION CARRIED. (7 – 0)**

**REQUEST – FOUNDATION CHRISTIAN CHURCH – USE THREE PARKING SPACES – WEST WASHINGTON STREET NEXT TO ALAMO – PARTICIPATE WITH FREE ICE CREAM TRUCK DURING MUNCHKIN MASQUERADE**

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Koritko to approve the request from Foundation Christian Church to use three parking spaces on West Washington Street next to the Alamo from 8:30 am to 11:30 am to participate with Free Ice Cream truck during Munchkin Masquerade on 10/31/2019.

**MOTION CARRIED. (7 – 0)**

**REQUEST – TROUP- COWETA ALUMNAE CHAPTER OF DELTA SIGMA THETA SORORITY INC. TO SET UP TABLE ON NORTH COURT SQUARE AT 7:00 AM ON MARCH 28, 2020 FOR 5K WHICH BEGINS AT 8:00 AM**

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Koritko to approve the request from Troup-Coweta Alumnae Chapter of Delta Sigma Theta Sorority, Inc. to set up tables on North Court Square at 7:00 am on March 28, 2020 for 5K which begins at 8:00 am.

**MOTION CARRIED. (7 – 0)**

**REQUEST – CLOSE PORTION OF S YORK DRIVE – HOST NEIGHBORHOOD BLOCK PARTY – NEW NEIGHBORHOOD ON SATURDAY NOVEMBER 2, 2019.**

Motion by Councilman Shell, seconded by Councilman Koritko to approve a request to close portion of S York Drive to host a Neighborhood Block Party for new neighborhood on Saturday November 2, 2019 from 2 pm to 10 pm.

**MOTION CARRIED. (7 – 0)**

**REQUEST – CLOSE PORTION OF MADISON STREET (BETWEEN JEFFERSON AND JACKSON) ON SUNDAY NOVEMBER 3, 2019 FOR “CRAFT EVENT” AT RPM FROM 12 PM TO 7 PM.**

Motion by Councilman DuBose, seconded by Mayor Pro Tem Jenkins to approve the request to close a portion of Madison Street (between Jefferson and Jackson) on Sunday November 3, 2019 for a “Craft Event” at RPM from 12 pm to 7 pm.

**MOTION CARRIED. (7 – 0)**

**REQUEST – HOLD 2019 GLOW RUN ON SUNDAY DECEMBER 1, 2019 IN ASHLEY PARK AREA USING THE SAME ROUTE AS IN PREVIOUS YEARS**

Motion by Councilman Koritko, seconded by Mayor Pro Tem Jenkins to approve the request to hold the 2019 Glow Run on Sunday December 1, 2019 at 6:00 pm in Ashley Park area using the same route as in previous years.

**MOTION CARRIED. (7 – 0)**

**HOWLOWEEN ON THE LINC**

Kim Learnard, Director of LINC, invited everyone to the upcoming event “ Howloween on the LINC” on Sunday October 27, 2019 from 2-4:30 pm for pets and their people.

**OFF AGENDA**

Ms. Alberton attended the Planning Commission meeting asking for zoning amendments in regards to Tattoo parlors being allowed in Commercial Business Districts. She was advised to come to Council asking for Tattoo Parlors be referred to Planning Commission for a recommendation. No motion.

**COTTAGE ORDINANCE**

Mayor Pro Tem Jenkins asked about the Cottage Ordinance.

Motion by Councilman Shell, seconded by Councilman Alexander to refer the Cottage Ordinance to the Planning Commission for a recommendation.

**MOTION CARRIED. (7 - 0)**

**EXECUTIVE SESSION**

**MOTION EXECUTIVE SESSION**

Motion by Mayor Pro Tem Jenkins, seconded by Councilman Koritko that we now enter into closed session as allowed by O. C. G. A. §50-14-4 and pursuant to advice by the City Attorney, for the purpose of discussing real estate issues and that we move, in open session to adopt a resolution authorizing and directing the Mayor or presiding officer to execute an affidavit in compliance with O. C. G. A. §50-14-4, and that this body ratify the actions of the Council taken in closed session and confirm that the subject matters of the closed session were within exceptions permitted by the open meetings law at 7:20 pm.

**MOTION CARRIED. (7 – 0)**

**RESOLUTION/MAYOR'S AFFIDAVIT FOR EXECUTIVE SESSION**

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

**MOTION CARRIED. (7 – 0)**

**ADJOURNMENT**

Motion by Councilman Alexander, seconded by Councilman Koritko to adjourn the Council meeting at 7:35 pm.

**MOTION CARRIED. (7 – 0)**

\_\_\_\_\_  
Della Hill, City Clerk

\_\_\_\_\_  
Keith Brady, Mayor

# APPLICATION ALCOHOL BEVERAGE LICENSEE TRANSFER

Name: **HOA RESTAURANT HOLDER, LLC dba HOOTERS OF NEWNAN**

Licensee: **FROM: CLAUDIA KOEPPPEL LEVITAS  
TO: CAL DAVIDSON EVERETT**

License Representative: **KEITH KEMMERER**

Type License: **Retail ON Premise (Pouring) Sales of Distilled Spirits, Malt Beverages & Wine**

Location: **1001 BULLSBORO DRIVE**

## **TO THE CITY COUNCIL: REASON: PERSONNEL CHANGE**

(1) The above application with supporting documents and application fee has been filed in the City Clerk's office; reviewed by the appropriate departments of the City and appears to be (complete) (Sec 3-33)

If incomplete, reasons \_\_\_\_\_  
\_\_\_\_\_

(2) The citizenship requirements (have) been met. (Sec. 3-34)

If not, reasons \_\_\_\_\_  
\_\_\_\_\_

(3) Residency requirements (have) been met. (Sec. 3-35)

If not, reasons \_\_\_\_\_  
\_\_\_\_\_

(4) The location appears (to comply) with zoning requirements. (Sec 3-37)

If not, reasons \_\_\_\_\_  
\_\_\_\_\_

Application - Beverage License

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(5) The location of the proposed premises appears (to comply) with the distance requirements set forth in Sec. 3-39.

If not, reasons \_\_\_\_\_

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(6) All taxes or other debts to the City (are) current. (Sec 3-38)

If not, reasons \_\_\_\_\_

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(7) A publisher's affidavit (has not) been filed showing the notice requirement (has not) been complied with. (Sec 3-40 (a))

If not, reasons Advertised Will file affidavit prior to hearing.

(8) An affidavit from the applicant certifying posting of the proposed premises (has) (has not) been filed. (Sec. 3-40(b))

If not, reasons N/A. Transfer only

Respectfully submitted,

Della Hill  
City Clerk

# APPLICATION FOR ALCOHOL BEVERAGE LICENSEE TRANSFER

Name: **WALGREENS #17278**

Licensee: **FROM: AMELIA LEGUTKI  
TO: SUSAN HALLIDAY**

License Representative: **BRIAN GRANTHAM**

Type License: **Retail OFF Premise (Package) Sales of Malt Beverages & Wine**

Location: **211 TEMPLE AVENUE**

## **TO THE CITY COUNCIL: REASON – PERSONNEL CHANGE**

(1) The above application with supporting documents and application fee has been filed in the City Clerk's office; reviewed by the appropriate departments of the City and appears to be (complete). (Sec 3-33)

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If not, reasons \_\_\_\_\_

(3) Residency requirements (have) been met. (Sec. 3-35)

If not, reasons \_\_\_\_\_

(4) The location appears (to comply) with zoning requirements. (Sec 3-37)

If not, reasons \_\_\_\_\_



(5) The location of the proposed premises appears (to comply) with the distance requirements set forth in Sec. 3-39.

If not, reasons \_\_\_\_\_  
\_\_\_\_\_

(6) All taxes or other debts to the City (are) current. (Sec 3-38)

If not, reasons \_\_\_\_\_  
\_\_\_\_\_

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If not, reasons Advertised. Will file affidavit prior to hearing.

(8) An affidavit from the applicant certifying posting of the proposed premises (has) (has not) been filed. (Sec. 3-40(b))

If not, reasons N/A. Transfer

Respectfully submitted,

Della Hill  
City Clerk

# APPLICATION FOR ALCOHOL BEVERAGE LICENSEE TRANSFER

Name: **WALGREENS #09890**

Licensee: **FROM: AMELIA LEGUTKI  
TO: SUSAN HALLIDAY**

License Representative: **SHEARIN DONNELL**

Type License: **Retail OFF Premise (Package) Sales of Malt Beverages & Wine**

Location: **1 MILLARD FARMER INDUSTRIAL BLVD**

## **TO THE CITY COUNCIL: REASON – PERSONNEL CHANGE**

(1) The above application with supporting documents and application fee has been filed in the City Clerk's office; reviewed by the appropriate departments of the City and appears to be (complete) . (Sec 3-33)

If incomplete, reasons \_\_\_\_\_

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If not, reasons \_\_\_\_\_

(4) The location appears (to comply) with zoning requirements. (Sec 3-37)

If not, reasons \_\_\_\_\_

(5) The location of the proposed premises appears (to comply) with the distance requirements set forth in Sec. 3-39.

If not, reasons \_\_\_\_\_

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If not, reasons Advertised. Will file affidavit prior to hearing.

(8) An affidavit from the applicant certifying posting of the proposed premises (has) (has not) been filed. (Sec. 3-40(b))

If not, reasons N/A. Transfer

Respectfully submitted,

Della Hill  
City Clerk



## City of Newnan, Georgia - Mayor and Council

Date: November 12, 2019  
Agenda Item: Consider Recommendation for Banking Services  
Prepared By: Katrina Cline, Finance  
Presented By: Ricardo Cornejo, Davenport & Company

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**Purpose:** To provide Council with a vendor recommendation for the City's banking services and receive approval for the award of the contract.

**Background:** In coordination with Davenport & Company, the banking services RFP was issued on August 29, 2019. It was sent via email to all banks found within the city limits of Newnan. Additionally, the RFP was added to the City's website for the public and/or any banks we might have inadvertently missed when searching. The responses were due to the City on October 7, 2019. We received four (4) proposals in response: Bank of OZK, BB & T, Ameris Bank and Chase Bank. Staff has reviewed the responses with Davenport & Company and a recommendation for vendor recommendation is included below. The contract term proposed is five (5) years, with an option to renew for one (1) additional year. The contract will begin on December 1, 2019.

**Funding:** N/A.

**Recommendation:** Based on the information contained in the proposals from the banking institutions, our recommendation for vendor award is **BB & T**. BB & T has provided outstanding customer service to the City in the past, their interest rate for the various accounts exceeded all others and all proposed fees were waived.

**Previous Discussion with Council:** N/A.



September 9, 2019

RISK MANAGEMENT AND  
EMPLOYEE BENEFIT SERVICES  
BOARD OF TRUSTEES

MEMORANDUM VIA E-MAIL

([dhill@cityofnewnan.org](mailto:dhill@cityofnewnan.org))

Chairman  
Kenneth L. Usry  
Mayor, Thomson

Vice Chairman  
W. D. Palmer, III  
Councilmember, Camilla

Secretary-Treasurer  
Larry H. Hanson  
Executive Director

Trustees:

Boyd Austin  
Mayor, Dallas

Linda Blechinger  
Mayor, Auburn

Elizabeth M. English  
Councilmember, Vienna

Ronald Feldner  
City Manager, Garden City

Marcia Hampton  
City Manager, Douglasville

Meg Kelsey  
City Manager, LaGrange

Evie McNiece  
Commissioner, Rome

Sam Norton  
Mayor, Dalton

David Nunn  
City Manager, Madison

James F. Palmer  
Mayor, Calhoun

Rebecca L. Tydings  
City Attorney, Centerville

Clemontine Washington  
Mayor Pro Tem, Midway

Vince Williams  
Mayor, Union City

TO: Della Hill  
Pension Committee Secretary, City of Newnan

FROM: Gwin Hall  
Senior Associate General Counsel

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

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

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

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

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

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

We will return the fully executed documents to you for your files.

Della Hill  
September 9, 2019  
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**Please note that per O.C.G.A § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance and should be adopted and codified according to the requirements of your City's Charter and state law. The City does not need to adopt the Master Plan.**

Please contact Gina Gresham at 678-686-6258 or [rgresham@gacities.com](mailto:rgresham@gacities.com) with any questions.

Encl.

C: Brad Sears, City Attorney, City of Newnan (w/ encl.)  
Michelle Warner, Director, Retirement Field Services and DC Program (w/o encl.)

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

**I. GENERAL OVERVIEW**

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

**II. SUMMARY OF KEY CHANGES TO THE MASTER PLAN DOCUMENT**

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

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

## SUMMARY OF KEY AMENDMENTS

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

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



## SUMMARY OF KEY AMENDMENTS

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

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

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

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

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

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

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

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

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

Attest:

CITY OF NEWNAN, GEORGIA

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

\_\_\_\_\_  
Mayor

(SEAL)

Approved:

\_\_\_\_\_  
City Attorney

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

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

Board of Trustees  
Georgia Municipal Employees  
Benefit System

(SEAL)

\_\_\_\_\_  
Secretary

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

**DEFINED BENEFIT RETIREMENT PLAN**

**AN ORDINANCE**  
**and**  
**ADOPTION AGREEMENT**  
**for**  
**City of Newnan**

**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 Newnan, Georgia in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) 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 Newnan, Georgia, and it is hereby ordained by the authority thereof:

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

**3. GOVERNING AUTHORITY**

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

**4. PLAN REPRESENTATIVE**

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

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



## 5. PENSION COMMITTEE

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

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

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

## 6. TYPE OF ADOPTION

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

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

## 7. EFFECTIVE DATE

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

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

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

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

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

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

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

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

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

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **April 15, 2017** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

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

## 8. PLAN YEAR

Plan Year means **(check one)**:

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

## 9. CLASSES OF ELIGIBLE EMPLOYEES

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

### A. Eligible Regular Employees

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

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

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

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

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

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

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

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

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

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

## 10. ELIGIBILITY CONDITIONS

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

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

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

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

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

Minimum hour requirement applicable to excepted Regular Employees:

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

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

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

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

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

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

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

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

## 11. WAITING PERIOD

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

## 12. ESTABLISHING PARTICIPATION IN THE PLAN

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

Classes for whom participation is optional (check one):

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

## 13. CREDITED SERVICE

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

### A. Credited Past Service with Adopting Employer

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

(1) **Eligible Employees Employed on Original Effective Date of GMEBS Plan.** With respect to Eligible Employees who are employed by the Adopting Employer on the original

Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows (**check one**):

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

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

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

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

**(3) Eligible Employees Initially Employed After Effective Date.** If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's

GMEBS Plan, 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 10 years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and 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): Eligible Regular Employees initially employed before April 11, 1995.

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

- Attainment of age 65 (insert number)
- Completion of 5 years (insert number) of Total Credited Service

- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and 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 **62** (insert number)
- Completion of **10** years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and 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 88 (insert number).** The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

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

- Must have attained at least age \_\_\_\_\_ (**insert number**)
- Must not satisfy any minimum age requirement
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and 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**): Eligible Regular Employees.

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): Rule of 85 for Firefighters and Police Officers. The Participant must be a Firefighter or Police Officer (as defined in Section 2.34 or 2.51 of the Master Plan, respectively) and his or her combined years of age and years of Total Credited Service as a Firefighter or Police Officer (disregarding any otherwise applicable cap on Total Credited Service) must equal at least eighty-five (85).**

- In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and 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): \_\_\_\_\_.

named): Firefighters and Police Officers (as defined in Sections 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)): **Limited to 30 years for Participants whose effective Retirement date is after January 25, 1993.**

**B. Monthly Normal Retirement Benefit Amount**

**(1) Regular Employee Formula**

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

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

This formula applies to:

- All Participants who are Regular Employees.
- Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): **Eligible Regular Employees who Retire pursuant to the Rule of 88 or Rule of 85 but Terminate before attaining at least one of the following:**

- (1) **Age 58 (55 for Firefighters and Police Officers as defined in Sections 2.34 and 2.51 of the Master Plan, respectively) and completion of at least 30 years of Total Credited Service; or**
- (2) **Age 62.**

- (b) **Alternative Flat Percentage Formula. 2.0% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (must specify - specific positions are permissible; specific individuals may not be named): Eligible Regular Employees other**

than those to whom the Flat Percentage Formula under Section 15(B)(1)(a) applies.

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

This formula applies to:

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

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

This formula applies to:

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

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

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

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

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

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

**(3) Final Average Earnings**

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

This definition of Final Average Earnings applies to:

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

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

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

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

- Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- \$69.00** (**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 65 (62 for elected or appointed members of the Governing Authority) (check as applicable)</u></b>	<b><u>Percentage of Normal Retirement Benefit*</u> (complete as applicable)</b>
<input checked="" type="checkbox"/> 0	1.000
<input checked="" type="checkbox"/> 1	0.950
<input checked="" type="checkbox"/> 2	0.900
<input checked="" type="checkbox"/> 3	0.850
<input checked="" type="checkbox"/> 4	0.800
<input checked="" type="checkbox"/> 5	0.750
<input checked="" type="checkbox"/> 6	0.700
<input checked="" type="checkbox"/> 7	0.650
<input checked="" type="checkbox"/> 8	0.600
<input checked="" type="checkbox"/> 9	0.550
<input checked="" type="checkbox"/> 10	0.500
<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): 30-year cap on Total Credited Service applies only for purposes of computing amount of benefit.**)



**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 \_\_\_\_\_% **(insert percentage)**.
- (3) Fixed annual cost-of-living adjustment equal to \_\_\_\_\_% **(insert percentage)**.

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

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

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

## 17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

### A. Eligible Regular Employees

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

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

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

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

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

Vesting Schedule for excepted class (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): Benefits shall be 100% vested after the Participant has completed a minimum of 5 years of Total Credited Service. Benefits remain 0% Vested until the Participant satisfies this minimum.

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

Subject to the terms and conditions of the 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 10 years of Total Credited Service as an elected or appointed member of the Governing Authority. Benefits remain 0% Vested until the Participant satisfies this minimum.**

**18. PRE-RETIREMENT DEATH BENEFITS**

**A. In-Service Death Benefit**

Subject to the terms and conditions of the 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 the date of its approval by the Governing Authority.

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

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

Attest:

CITY OF NEWNAN, GEORGIA

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

\_\_\_\_\_  
Mayor

(SEAL)

Approved:

\_\_\_\_\_  
City Attorney

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

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

Board of Trustees  
Georgia Municipal Employees  
Benefit System

(SEAL)

\_\_\_\_\_  
Secretary



## City of Newnan, Georgia - Mayor and Council

Date: November 12, 2019

Agenda Item: Information Only-Rezoning Request RZ2019-09, Dominion Acquisition, LLC for 16.85± acres located on Newnan Crossing Bypass (Tax Parcel #087 5011 003)

Prepared By: Tracy S. Dunnavant, Planning Director

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**Purpose:** To inform the City Council that RZ2019-09 is before the Planning Commission for consideration and a recommendation on the requested zoning classification.

**Background:** Dominion Acquisition, LLC has applied for the rezoning of 16.85 ± acres located on Newnan Crossing Bypass. The request is to rezone the property from CCS (Community Shopping Center District) to RMH (Residential Multiple-Family Dwelling – Higher Density District) for the purpose of constructing 202 senior independent living apartment units.

### Current Zoning

Tax Parcel #	Acres	Zoning	Units
087 5011 003	16.85±	CCS	N/A

### Requested Zoning

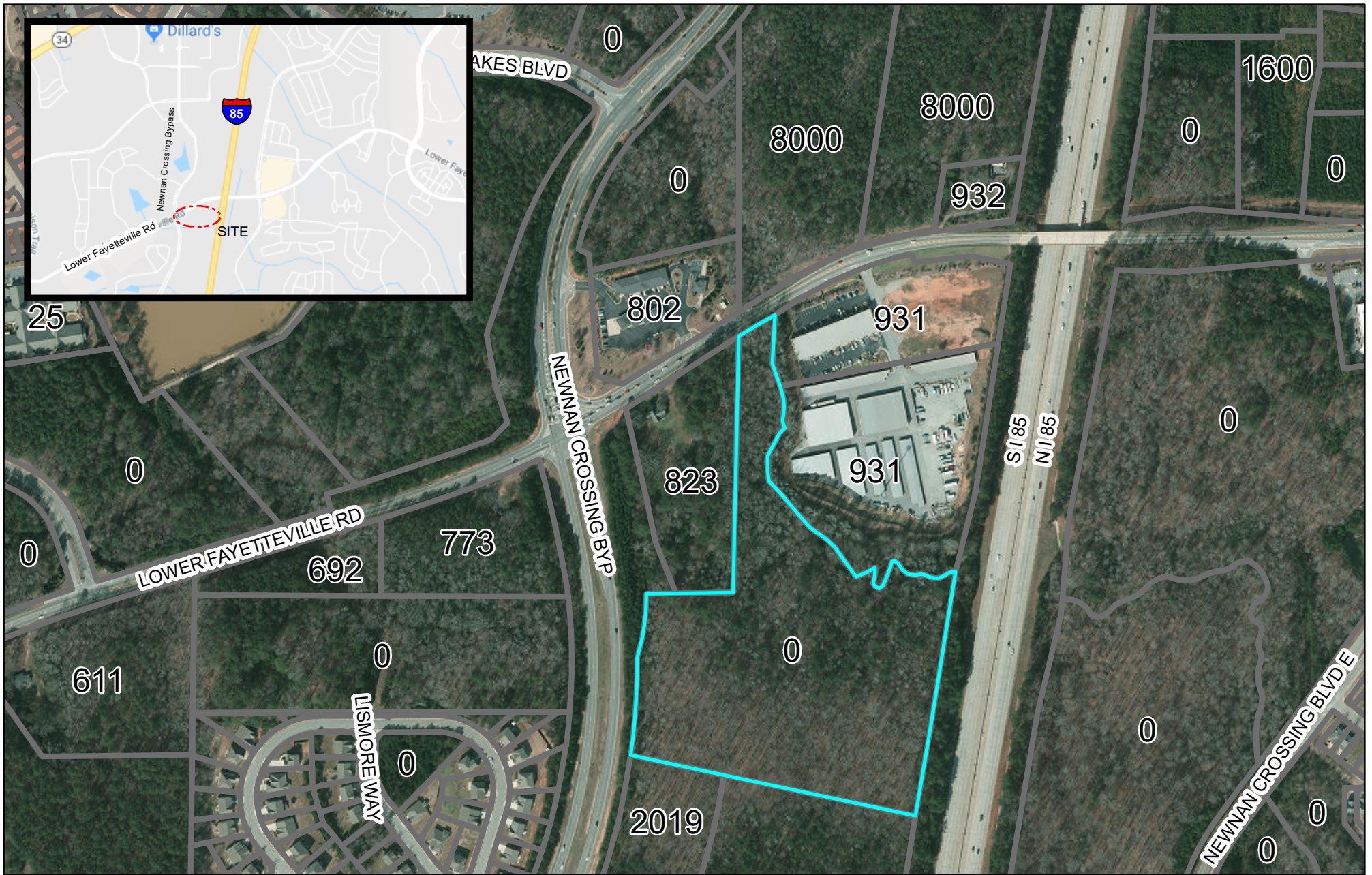
Tax Parcel #	Acres	Zoning	Units
087 5011 003	16.85±	RMH	202 proposed

**Funding:** N/A

**Recommendation:** Information Only

**Previous Discussion with Council:** None









**CITY OF NEWNAN** | Project Location



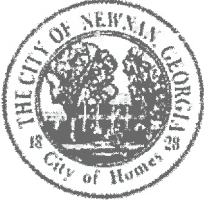
CITY OF NEWNAN  
 PLANNING DEPT.  
 25 LAGRANGE STREET  
 NEWNAN, GEORGIA 30263  
[www.cityofnewnan.com](http://www.cityofnewnan.com)

  
 NORTH  
 1 inch = 400 feet

**LEGEND**

-  Project Location
-  PARCELS
-  CITY LIMITS





**CITY OF NEWNAN, GEORGIA  
Planning & Zoning Department**

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

**APPLICATION TO AMEND ZONING MAP**

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

Name of Applicant George C. Rosenzweig, Esq.

Mailing Address P.O. Box 220, Newnan, GA 30264

Telephone 770-253-3282 Email george@newnanlaw.com

Property Owner (Use back if multiple names) Cates Family Partnership

Mailing Address 815 Sherlin Ln, Great Falls, VA 22066

Email eveloudenback@gmail.com

Address/Location of Property The real property comprising approximately 16.85 acres located between Newnan Crossing Bypass and Interstate 85, in the City of Newnan, Coweta County, Georgia.

Tax Parcel No.: 087 5011 003 Land Lot \_\_\_\_\_

District/Section District 2 Size of Property (Square Feet or Acres) 16.85

Present Zoning Classification: CCS Proposed Zoning Classification: RMH

**Present Land Use: Vacant**

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

Explain how conditions have changed that render the zoning map designation invalid and no longer applicable The property is adjoined by a recently rezoned MXD property, currently under development. The subject property is no longer suited to CCS (Commercial Shopping Center) and is much better suited to an age restricted over 55 multi-family residential development as more particularly described in the Letter of Intent for Rezoning from George C. Rosenzweig.

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

If the requested change is not designed to extend an adjacent zoning district, explain why this property should be placed in a different zoning district than all adjoining property. In other words, how does this property differ from adjoining property and why should it be subject to different restrictions? The requested zoning change is compatible with the adjoining MXD development. Among the features of the proposed plan will be connectivity with the MXD tract. Because of the evolving nature of MXD zoning in Newnan, Applicant believes that a request for MXD zoning (an extension of the adjoining tract's zoning) would not be productive at this time.

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Please attach all the following items to the completed application:

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

11. A Development of Regional Impact form shall be completed and submitted to the City if the request meets any of the criteria in §10-10 (b)(2)(h) on page 10-7 of the Newnan Zoning Ordinance.

12. Fees for Amending the Zoning Map shall be made payable to the **City of Newnan** and are listed below:

- Single-Family Application..... \$500.00/Plus \$15.00 Per Acre
  - Multi-Family Application..... \$500.00/Plus \$25.00 Per Acre
  - Office/Institutional Application..... \$500.00/Plus \$15.00 Per Acre
  - Commercial Application..... \$500.00/Plus \$25.00 Per Acre
  - Industrial Application..... \$500.00/Plus \$15.00 Per Acre
  - MXD..... \$500.00/Plus \$25.00 Per Acre
- For multi-family and \$15.00 Per Acre for CBD

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

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

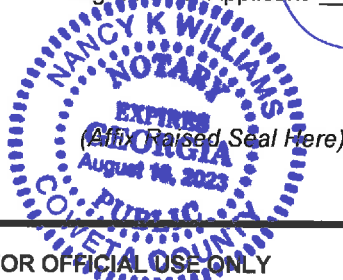
Sworn to and subscribed before me this

1<sup>st</sup> day of November, 2019

Signature of Applicant

Nancy K Williams

Notary Public



FOR OFFICIAL USE ONLY

DATE OF PRE-APPLICATION CONFERENCE October 18, 2019

RECEIVED BY Dean Smith

DATE OF FILING 11-1-19

FILING FEE RECEIVED \$922.00

DATE OF NOTICE TO NEWSPAPER \_\_\_\_\_

DATE OF PUBLIC HEARING \_\_\_\_\_

PLANNING COMMISSION RECOMMENDATION (DATE) \_\_\_\_\_

DATE OF TRANSMITTAL TO CITY COUNCIL \_\_\_\_\_

CITY COUNCIL DECISION (DATE) \_\_\_\_\_



**TAB 1**

**LETTER OF INTENT**

ROSENZWEIG, JONES, HORNE & GRIFFIS, P. C.  
ATTORNEYS AT LAW  
32 SOUTH COURT SQUARE  
POST OFFICE BOX 220  
NEWNAN, GEORGIA 30264

GEORGE C. ROSENZWEIG

TELEPHONE (770) 253-3282  
FAX (770) 251-7262  
E-MAIL [george@newnanlaw.com](mailto:george@newnanlaw.com)

November 1, 2019

**BY HAND DELIVERY**

City of Newnan, Georgia  
Planning and Zoning Department  
25 LaGrange Street  
Newnan, Georgia 30263

**RE: LETTER OF INTENT FOR REZONING  
16.85 Acre Tract between Newnan Crossing Bypass and Interstate 85  
from CCS to RMH for Age-Restricted affordable over 55 Senior Housing**

George C. Rosenzweig, attorney at law, submits this letter of intent for rezoning and rezoning application on behalf of Dominion Acquisition, LLC in order to develop an approximately 16.85-acre tract located between Newnan Crossing Bypass and Interstate 85 in the City of Newnan for an affordable age-restricted senior housing development. The Property, currently zoned CCS ("Commercial Shopping Center"), is adjoined by a 30-acre MXD-zoned tract currently under development for, among other purposes, apartments; a development that includes self-storage; and undeveloped, vacant land.

The Applicant requests approval of the re-zoning application in order to allow the construction of a 12 unit per acre over 55 age-restricted affordable senior housing development which will be regulated by the Georgia Department of Community Affairs in compliance with the Federal Housing for Older Persons Act of 1995 (HOPA), the regulations of the Secretary of the Department of Housing and Urban Development, and Section 42 of the Internal Revenue Code. At least 80% of the units will be occupied by at least one person who is 55 years of age and older. The development will operate and be administered by published policies and procedures for operation and verification of occupancy as well as specific deed restrictions, restrictive covenants, and the specific, particularized, proffered conditions submitted as part of the zoning application.

The development will provide significant facilities and services specifically designed to meet the physical or social needs of older persons including, by way of example, a community garden, courtyard, walkways, benches, and grilling areas, as well as amenities including a fitness center, business center, game, card and craft room, theatre, laundry facilities, and beauty salon. Residences will be provided with full kitchens including a dishwasher, stove, refrigerator, and microwave. Additionally, each unit will feature an exterior patio/balcony.

Although a small portion of the property fronts on Lower Fayetteville Road, there will be no entrance, exit, or access onto Lower Fayetteville Road. All access will be from the Newnan Crossing Bypass. Because of the age of the occupants of the development, there will be minimal traffic, particularly, during morning and afternoon rush hours. And, there will be no increased demands on the public schools.

It is my pleasure, in submitting this letter of intent, to introduce you to Dominion, one of the project partners. Dominion, based in Minneapolis, is a national developer of age-restricted housing with over 45 years of experience as an owner, operator, developer, and residential management company. Dominion is among the nation's largest such companies with over 30,000 units owned and managed. It is Dominion's philosophy to hold projects, long-term, bringing decades of experience to ensure a quality development for decades to come.

Dominion offers a product, not currently available in Newnan, providing older persons in the community the opportunity to live in affordable new housing, as opposed to older single or multi-family housing. The typical Dominion resident is a 74 year old female widow on fixed income. Statistically, 72% of residents of Dominion Senior Projects are females and 28% males, with the following age breakdowns: 16% age 51-61, 25% age 62-69, 33% age 70-79, and 19% age 80+. The typical resident is retired, living on Social Security, plus a nest egg from retirement funds, the proceeds from a home sale, or some other source.

The proposed project will be developed pursuant to Section 42 of the Internal Revenue Code which provides a tax credit for investment in projects providing affordable housing to people with fixed or lower income. This is not a HUD Section 8 project. Unlike HUD Section 8 (which subsidizes tenants), a Section 42 project, providing tax credits to developers of affordable housing, enables Dominion to reduce rents, on a sliding, income-based scale. For example, for 2020, rents would range from \$464.00 to \$1,237.00 per month for a one bedroom, with utilities, and from \$557.00 per month to \$1,485.00 per month for a two bedroom with utilities, depending on the income of the tenant.

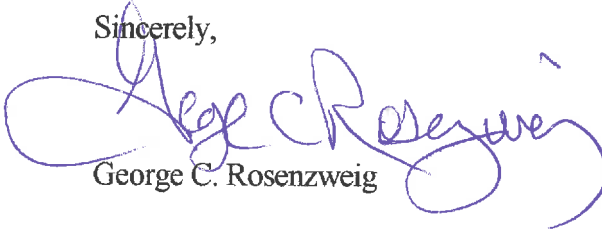
We believe the proposed development is compatible with the needs outlined in the City of Newnan Comprehensive Plan 2016-2036, which encourages and supports opportunities for affordable residential development. Newnan residents who participated in the Comprehensive Plan Workshop expressed the desire for senior housing that was affordable while, at the same time, high quality. The Dominion project meets both requirements and is in close proximity to Newnan's numerous medical facilities. Expanding housing options for seniors allows current residents to remain in their communities as they progress through various stages of life and also provides housing options for senior citizens who retire from out of the area and choose to relocate closer to their grandchildren. Approving our intended use of this parcel would allow residents of Newnan to "age in place" in their current neighborhoods and communities, thus increasing the quality of life for current and future citizens of Newnan.

City of Newnan, Georgia  
November 1, 2019  
Page Three

Dominium and I welcome the opportunity to meet with staff of the City of Newnan Planning and Zoning Department to answer any questions or to address any concerns relating to the matters set forth in this letter or in the application and proffered conditions.

Thank you for your consideration.

Sincerely,



George C. Rosenzweig

GCR/nkw





**TAB 2**

**PROPERTY OWNERS WITHIN 250 FEET**

**PROPERTY OWNERS WITHIN 250'**

Parcel ID 087D 203  
Julie Carl-Smith & Linda Elias-Carl  
149 Inverness Avenue  
Newnan, GA 30263

Parcel ID 087D 202  
Victor Daniel Howard & Tiffany Howard  
153 Inverness Avenue  
Newnan, GA 30263

Parcel ID 086 5022 003  
Carey Jackson  
60 Fox Hollow  
Newnan, GA 30263

Parcel ID 087 5021 001  
Prime Holdings Group LLC  
827 Greison Trail  
Newnan, GA 30263

Parcel ID 086 5022 002  
Rags Holdings LLC  
376 Ebenezer Church Road  
Fayetteville, GA 30215

Parcel ID 087 5011 008  
Continental 449 Fund LLC  
W134 N8675 Executive Parkway  
Menomonee Falls, WI 53051

Parcel ID 087 5011 007  
Eight Investors LLC  
Suite 3300  
1755 Hwy. 34 E.  
Newnan, GA 30265

Parcel ID 086 5022 007  
Davisha N Hiren LLC  
203 Champion Dr.  
Carrollton, GA 30117

Parcel ID 086 5021 002  
Georgia Healthcare Properties LLC  
600 Celebrate Life Parkway  
Newnan, GA 30265

**TAB 3**

**LEGAL DESCRIPTION OF PROPERTY**



## PROPERTY DESCRIPTION

Being all that tract or parcel of land lying and being in Land Lots 11, 12 & 21, 5<sup>th</sup> District, City of Newnan, Coweta County, Georgia and being more particularly described as follows:

To find the Point of Beginning, commence at a concrete right of way monument found at the intersection of the Westerly Right-of-Way Line of Interstate 85, (a variable width right of way) and the Southerly Right-of-Way Line of Lower Fayetteville Road (a variable width right of way); thence, leaving said point and running with the said line of Lower Fayetteville Road, North 79° 57' 06" West, 135.87 feet; thence, South 84° 17' 14" West, 175.19 feet; thence, North 11° 10' 44" West, 24.88 feet to a concrete right of way monument found; thence, 366.30 feet along the arc of a curve deflecting to the left, having a radius of 939.60 feet and a chord bearing and distance of South 67° 42' 18" West, 363.98 feet; thence, South 56° 39' 13" West, 112.64 feet to the centerline of a ditch, said point being the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and said line of Lower Fayetteville Road and running with the centerline of said ditch and the property now or formerly owned by Prime Holdings, Group, LLC, as described in a deed recorded among the Land Records of Coweta County in Deed Book 3252, Page 195

1. South 02° 17' 57" West, 51.04 feet; thence,
2. South 05° 03' 19" West, 71.98 feet; thence,
3. South 21° 41' 36" East, 61.04 feet; thence,
4. South 19° 39' 26" East, 23.08 feet; thence,
5. South 10° 09' 38" East, 8.93 feet; thence,
6. South 07° 29' 38" East, 50.53 feet; thence,
7. South 03° 16' 56" West, 27.22 feet; thence,
8. South 12° 17' 12" West, 18.27 feet; thence,
9. South 15° 15' 01" East, 25.09 feet; thence,
10. South 70° 35' 00" West, 14.01 feet; thence,
11. South 34° 39' 12" West, 39.63 feet; thence,
12. South 30° 05' 57" West, 34.10 feet; thence,
13. South 19° 49' 06" West, 20.63 feet; thence,
14. South 02° 11' 29" East, 20.20 feet; thence,
15. South 13° 37' 37" East, 52.72 feet; thence,
16. South 45° 28' 06" East, 38.79 feet; thence,
17. South 39° 24' 44" East, 96.16 feet; thence,
18. South 44° 18' 20" East, 86.87 feet; thence,
19. South 58° 05' 36" East, 43.01 feet; thence,
20. South 40° 11' 31" East, 28.09 feet; thence,
21. South 35° 41' 54" East, 106.28 feet; thence,
22. North 61° 55' 48" East, 63.82 feet; thence,
23. South 02° 26' 57" East, 33.41 feet; thence,
24. South 17° 36' 54" West, 20.51 feet; thence,
25. South 25° 38' 46" East, 13.22 feet; thence,
26. South 79° 41' 29" East, 16.00 feet; thence,
27. North 56° 20' 20" East, 18.92 feet; thence,
28. North 22° 16' 25" East, 22.67 feet; thence,
29. North 07° 31' 44" East, 43.77 feet; thence,
30. North 43° 23' 16" East, 11.81 feet; thence,
31. South 62° 54' 48" East, 23.05 feet; thence,

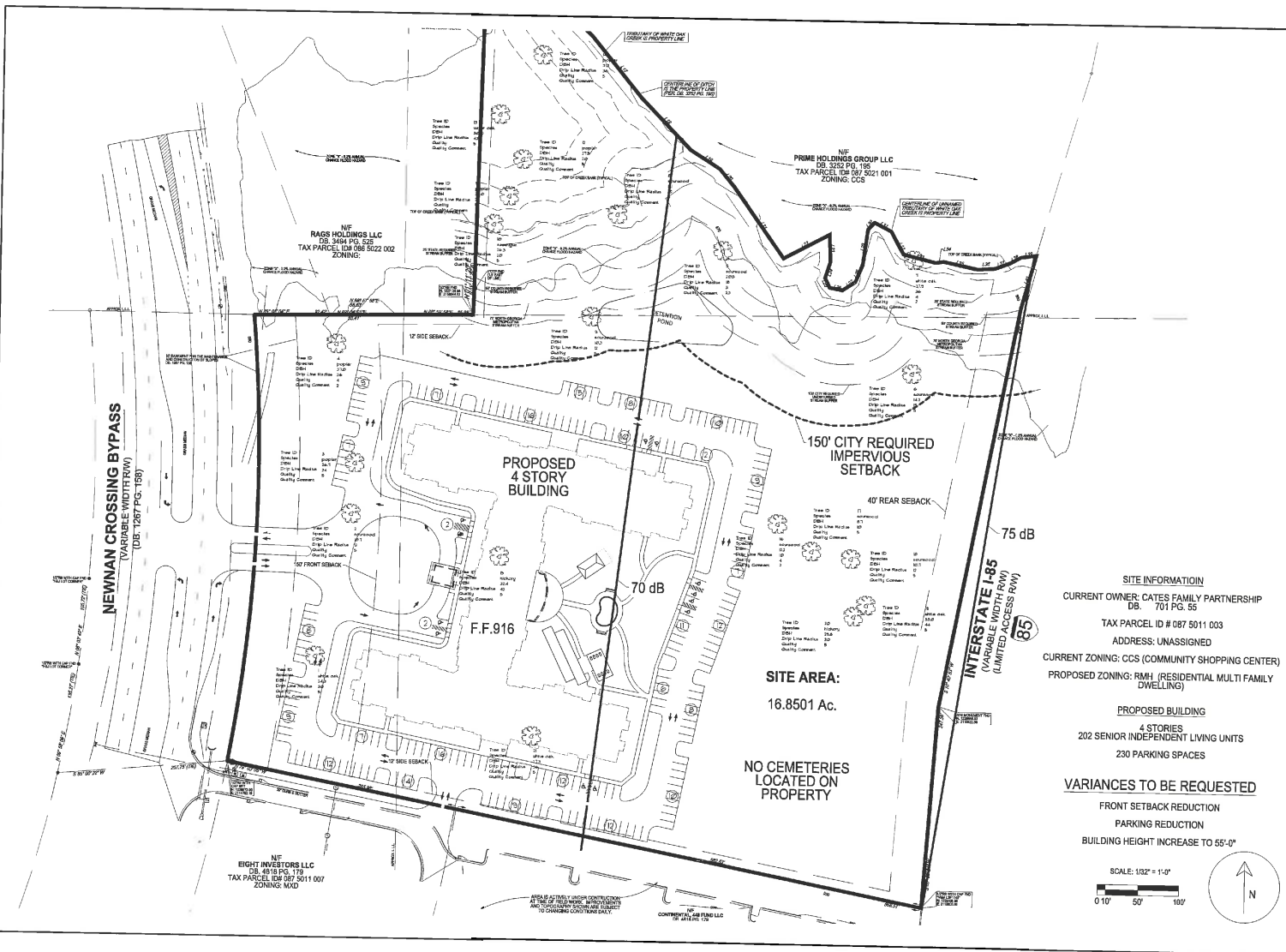
32. South 28° 53' 39" East, 31.59 feet; thence,
33. South 76° 17' 41" East, 40.28 feet; thence,
34. North 81° 52' 58" East, 10.12 feet; thence,
35. South 78° 18' 33" East, 42.39 feet; thence,
36. North 86° 16' 49" East, 22.00 feet; thence,
37. North 69° 24' 24" East, 19.53 feet; thence,
38. North 61° 13' 03" East, 15.21 feet; thence,
39. North 82° 41' 35" East, 18.68 feet to a point on the aforesaid line of Interstate 85; thence, running with the said line of Interstate 85
40. South 15° 13' 17" West, 67.35 feet; thence,
41. South 10° 40' 53" West, 497.25 feet to a concrete right of way monument found; thence,
42. South 03° 53' 21" West, 247.56 feet to a ½ inch capped rebar found (labeled V&M LSF1145); thence, leaving the aforesaid line of Interstate 85 and running with the property now or formerly owned by Continental, 449 Fund LLC, as described in a deed recorded among the aforesaid Land Records in Deed Book 4818, Page 179
43. North 79° 03' 05" West, 582.53 feet; thence, running with the property now or formerly owned by Eight Investors, LLC, as described in a deed recorded among the aforesaid Land Records in Deed Book 3257, Page 427
44. North 79° 03' 05" West, 285.98 feet to a ½ inch capped rebar set on the Easterly Right of Way Line of Newnan Crossing Bypass (a variable width right of way); thence, running with the said line of Newnan Crossing Bypass
45. 548.76 feet along the arc of a curve deflecting to the left, having a radius of 2,009.86 feet and a chord bearing and distance of North 02° 29' 51" East, 547.06 feet to a ½ inch capped rebar set at the intersection with the north line of aforesaid Land Lot 11; thence, continuing with the said line of Newnan Crossing Bypass and the line of Land Lot 11
46. North 89° 05' 04" East, 92.42 feet to a ½ inch rebar found; thence, leaving the aforesaid line of Newnan Crossing Bypass and running with the property now or formerly owned by Rags Holding, LLC, as described in a deed recorded among the aforesaid Land Records in Deed Book 3494, Page 525
47. North 89° 04' 01" East, 53.41 feet to a 1 ½ inch open top pipe found (disturbed); thence,
48. North 88° 57' 58" East, 56.03 feet to a ½ inch rebar found; thence,
49. North 88° 59' 58" East, 65.98 feet to a ½ inch rebar found; thence,
50. North 01° 11' 20" East, 783.82 feet to a nail found on the aforesaid line of Lower Fayetteville Road; thence, running with the said line of Lower Fayetteville Road
51. North 56° 39' 13" East, 132.96 feet to the Point of Beginning, containing 733,992 square feet or 16.8501 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

**TAB 4**

**CERTIFIED PLAT**

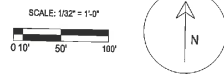
PLOTTED: 11/17/2019 2:50:09 PM - BRWING P:\EDDHURUP\2019-200 NEWMAN.GVA-REFS\AVOR PRELIM\ARCHITECTURAL SITE PLAN 202 UNITS.DWG - PLOTTED BY: JCE BRWING - COPYRIGHT: 2019



**SITE INFORMATION**  
 CURRENT OWNER: CATES FAMILY PARTNERSHIP  
 DB: 701 PG. 55  
 TAX PARCEL ID # 087 5011 003  
 ADDRESS: UNASSIGNED  
 CURRENT ZONING: CCS (COMMUNITY SHOPPING CENTER)  
 PROPOSED ZONING: RMH (RESIDENTIAL MULTI FAMILY DWELLING)

**PROPOSED BUILDING**  
 4 STORIES  
 202 SENIOR INDEPENDENT LIVING UNITS  
 230 PARKING SPACES

**VARIANCES TO BE REQUESTED**  
 FRONT SETBACK REDUCTION  
 PARKING REDUCTION  
 BUILDING HEIGHT INCREASE TO 55'-0"



	<p> <b>MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.</b>            215 CHURCH STREET, SUITE 200, DECATUR, GEORGIA 30030-3029 404-572-2800            LEGENDS OF NEWMAN            NEWMAN, GA         </p>
	<p> <b>SA.1</b>            SITE PLAN         </p>

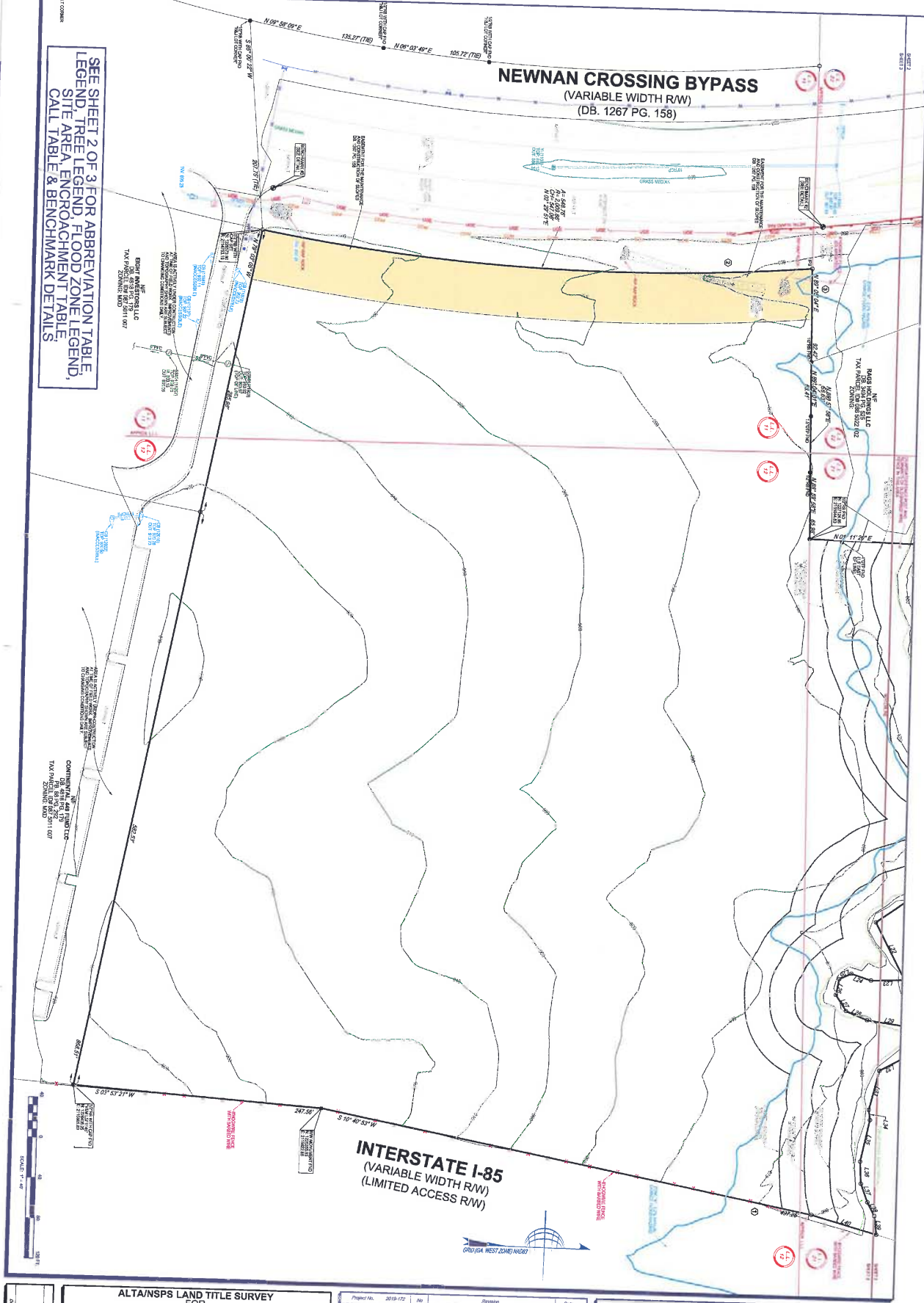






SEE SHEET 2 OF 3 FOR ABBREVIATION TABLE, LEGEND, TREE LEGEND, FLOOD ZONE LEGEND, SITE AREA ENCROACHMENT TABLE, CALL TABLE & BENCHMARK DETAILS

**NEWMAN CROSSING BYPASS**  
(VARIABLE WIDTH R/W)  
(DB. 1267 PG. 158)



SHEET NO.  
**3**

**ALTA/NSPS LAND TITLE SURVEY**  
FOR  
**DOMINIUM ACQUISITIONS, LLC & FIRST AMERICAN TITLE INSURANCE COMPANY (LEGENDS OF NEWMAN)**  
LOCATED IN  
**LAND LOTS 11, 12, 21, & 22, 5TH DISTRICT CITY OF NEWMAN, COWETA COUNTY, GEORGIA**

Project No.	2019-172	No.	Revision	Date
Survey Crec	JL	#1		
Drawn By	RFJ	#2		
Approved By	WCH	#3		
Date	03-11-19	#4		
Scale	1"=40'	#5		

**TerraMark**  
Professional Land Surveyors & A.P.S. #500810

TerraMark Land Surveying, Inc.  
1386 Bank Ferry Road  
Mableton, Georgia 30080  
Phone No. (770) 421-1507  
Fax No. (770) 421-0552  
www.TerraMark.com

**TAB 6**

**PROFFERED CONDITIONS**





City of Newnan, Georgia  
Attachment A  
**Proffered Conditions**

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

*(Please refer to Article 10 of the Zoning Ordinance for complete details.)*

Please list any written proffered conditions below:

- A. Applicant proffers, as conditions, which are more particularly explained in the accompanying Letter of Intent from George C. Rosenzweig dated November 1, 2019:
  - The development will be regulated by the Georgia Department of Community Affairs in compliance with the Federal Housing for Older Persons Act of 1995 ("HOPA"), and implementing regulations from the U.S. Department of Housing and Urban Development, as well as the requirements of Section 42 of the Internal Revenue Code.
  - The density of the development will be 12 units per acre.
  - The development will be deed and covenant restricted.
  - At least 80% of units will be occupied by one person who is 55 years of age and older.
  - Compliance with Georgia Department of Community Affairs, HOPA, HUD, and Internal Revenue Code requirements will be periodically verified.
  - Significant facilities and services specifically designed to meet the physical or social needs of older persons including, by way of example, a community garden, courtyard, walkways, benches, and grilling areas, as well as amenities including, by way of example, a fitness center, business center, game, card and craft room, theatre, laundry facilities, and beauty salon.
  - Residences will be provided with full kitchens including a dishwasher, stove, refrigerator, and microwave.
  - Each unit will feature an exterior patio/balcony.
  - There will be no entrance, exit, or access onto Lower Fayetteville Road.
- B. All units shall incorporate applicable accessibility standards known as "Easy Living Standards" which shall include the following:
  - Easy access step free feature at each entrance to the home
  - Easy passage feature, to include 32-inch wide doorways
  - Easy use feature - all units shall be one level
- C. Natural vegetation shall remain on the property prior to issuance of a Development Permit
- D. All disturbed grassed areas shall be sodded
- E. All utilities shall be placed underground
- F. Ground signage shall be limited to monument-type sign(s). The sign shall include a minimum 2-foot high brick or stacked stone base, complementing the building's architectural treatment. The masonry base shall extend at least the full width of the sign cabinet, and the sign cabinet shall be fully recessed and surrounded by the same materials. Ground signage shall not exceed 8-feet in height.
- G. Dumpster/trash compactor locations shall be internal to the building.
- H. Limited to development as a retirement community for occupancy by persons 55 years of age and older as defined by fair housing standards for older persons.
- I. The development shall be limited to a maximum of 202 units, or 12 units/acre.
- J. Height of the buildings to be limited to 55 feet

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

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

\_\_\_\_\_  
Signature of Applicant

*George C. Rosenzweig*

\_\_\_\_\_  
Signature of Applicant's Representative

*Nancy K. Williams*      *11.1.2019*

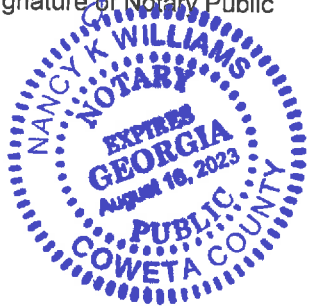
\_\_\_\_\_  
Signature of Notary Public

Date

\_\_\_\_\_  
Type or Print Name and Title

George C. Rosenzweig, Attorney  
Type or Print Name and Title

(Affix Raised Seal Here)



**TAB 7**

**DISCLOSURE OF CAMPAIGN  
CONTRIBUTIONS AND GIFTS**



City of Newnan, Georgia  
Attachment B

# Disclosure of Campaign Contributions & Gifts

Application filed on November 1, 2019 for action by the Planning Commission on rezoning requiring a public hearing on property described as follows:

The real property comprising approximately 16.85 acres located between Newnan Crossing Bypass and Interstate 85 and immediately south of Lower Fayetteville Road, in the City of Newnan, Coweta County, GA

The undersigned below, making application for Planning Commission action, has complied with the Official Code of Georgia Section 36-67A-1, et.seq, Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.

All individuals, business entities, or other organizations' having a property or other interest in said property subject of this application are as follows:

Have you as applicant or anyone associated with this application or property, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Newnan City Council or a member of the Newnan Planning Commission?    Yes                       No

If YES, please complete the following section (attach additional sheets if necessary):

Name and Official Position of Government Official	Contributions (List all which aggregate to \$250 or more)	Date of Contribution (Within last 2 years)

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

Eva Loudenback  
Signature of Applicant

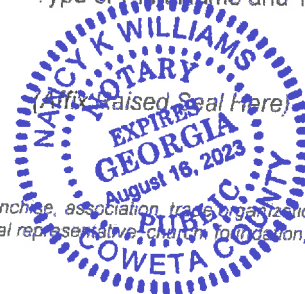
Eva Loudenback  
Type or Print Name and Title  
General Partner

George C. Rosenzweig  
Signature of Applicant's Representative

George C. Rosenzweig, Attorney  
Type or Print Name and Title

Nancy K. Williams  
Signature of Notary Public

Date 11.1.2019



Business entity may be a corporation, partnership, limited partnership, firm, enterprise, franchise, association, trade organization, or trust while other organization means non-profit organization, labor union, lobbyist or other industry or casual representative, church, foundation, club, charitable organization, or educational organization.

**TAB 8**

**AUTHORIZATION OF ATTORNEY**



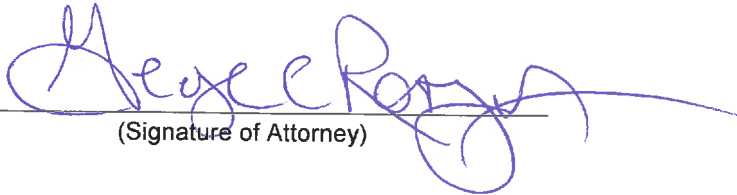
**City of Newnan, Georgia**  
Attachment D  
**Attorney's Authorization**

---

---

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

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

  
(Signature of Attorney)

Name of Attorney George C. Rosenzweig

Address P.O. Box 220, Newnan, Georgia 30264

---

Telephone (770) 253-6282

Date November 1, 2019

**TAB 9**

**PROPERTY OWNER'S AUTHORIZATION**



City of Newnan, Georgia  
Attachment C  
**Property Owner's Authorization**

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

Name of Property Owner Cates Family Partnership

Telephone Number (703) 309-0909

Address of Subject Property The real property comprising approximately 16.85 acres located between Newnan Crossing Bypass and Interstate 85, in the City of Newnan, Georgia

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

*Eva Loudenback*

Signature of Property Owner

Personally appeared before me

Eva Loudenback

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

*Helena Carino Satina*

Notary Public

Nov. 1, 2019

Date



HELENA CARINO SATINA  
NOTARY PUBLIC 7685670  
COMMONWEALTH OF VIRGINIA

MY COMMISSION EXPIRES SEPTEMBER 30, 2020

(Affix Raised Seal Here)



**TAB 10**

**COMMUNITY IMPACT STUDY IS BEING  
PREPARED BY VERN WILBURN AND WILL BE  
SUBMITTED AS SOON AS POSSIBLE**



October 30, 2019

Mr. Stephen Brown, Chief  
Newnan Fire Department  
25 Jefferson Street  
Newnan, GA 30263

Re: Proposed Independent Senior Living Apartments, The Legends of Newnan  
Newnan Crossing Blvd, Newnan

Dear Chief Brown,

We are assessing the impacts on the community of the referenced senior living complex. The proposed development would be located on the east side of Newnan Crossing Bypass just south of Lower Fayetteville Road.

This is to request your input concerning the impact of the proposed development on the provision of fire services.

Attached is a preliminary site plan showing a total of 202 residential units. There will be a full access driveway connection to Newnan Crossing Bypass. There will also be a secondary access connection to a shared access roadway to the adjacent Springs development that is currently under construction. Access to the site will not be gated, but access to the building will require a key FOB.

Please provide your response back to me by November 12, 2019 so that we can include your input in the package that we plan to submit to the Planning and Zoning Director prior to November 19, 2019.

If you have any questions, please contact me at 770.683.2125.

Sincerely,  
MALDINO AND WILBURN, LLC

A handwritten signature in blue ink, appearing to read 'Vern Wilburn'.

Vern Wilburn, P.E., PTOE  
Partner

Attachment (Preliminary Site Plan)

Cc: George Rosensweig, Shaun Reinhardt, Tracy Dunnivant



October 30, 2019

Mr. Douglas L. Meadows, Chief  
Newnan Police Department  
P.O. Box 1193  
Newnan, GA 30264

Re: Proposed Independent Senior Living Apartments, The Legends of Newnan  
Newnan Crossing Blvd, Newnan

Dear Chief Meadows,

We are assessing the impacts on the community of the referenced senior living complex. The proposed development would be located on the east side of Newnan Crossing Bypass just south of Lower Fayetteville Road.

This is to request your input concerning the impact of the proposed development on the provision of police services.

Attached is a preliminary site plan showing a total of 202 residential units. There will be a full access driveway connection to Newnan Crossing Bypass. There will also be a secondary access connection to a shared access roadway to the adjacent Springs development that is currently under construction. Access to the site will not be gated, but access to the building will require a key FOB.

Please provide your response back to me by November 12, 2019 so that we can include your input in the package that we plan to submit to the Planning and Zoning Director prior to November 19, 2019.

If you have any questions, please contact me at 770.683.2125.

Sincerely,  
MALDINO AND WILBURN, LLC

A handwritten signature in blue ink, appearing to read 'Vern Wilburn', is written over the typed name.

Vern Wilburn, P.E., PTOE  
Partner

Attachment (Preliminary Site Plan)

Cc: George Rosensweig, Shaun Reinhardt, Tracy Dunnivant



October 30, 2019

Mr. Scott Tolar, P.E.  
Newnan Utilities  
315 Millard Farmer Industrial Blvd  
Newnan, GA 30263

Re: Proposed Independent Senior Living Apartments, The Legends of Newnan  
Newnan Crossing Blvd, Newnan

Dear Mr. Tolar,

We are assessing the impacts on the community of the referenced senior living complex. The proposed development would be located on the east side of Newnan Crossing Bypass just south of Lower Fayetteville Road.

This is to request your input concerning the impact of the proposed development on the provision of utility services.

Attached is a preliminary site plan showing a total of 202 residential units. There will be a full access driveway connection to Newnan Crossing Bypass. There will also be a secondary access connection to a shared access roadway to the adjacent Springs development that is currently under construction. Access to the site will not be gated, but access to the building will require a key FOB.

Please provide your response back to me by November 12, 2019 so that we can include your input in the package that we plan to submit to the Planning and Zoning Director prior to November 19, 2019.

If you have any questions, please contact me at 770.683.2125.

Sincerely,  
MALDINO AND WILBURN, LLC

A handwritten signature in blue ink, appearing to read 'Vern Wilburn'.

Vern Wilburn, P.E., PTOE  
Partner

Attachment (Revised Site Plan)

Cc: George Rosensweig, Shaun Reinhardt, **Tracy Dunnavant**



October 30, 2019

Mr. Ronald Cheek  
Director of Facilities  
Coweta County School System  
170 Werz Industrial Drive  
Newnan, GA 30263

Re: Proposed Independent Senior Living Apartments, The Legends of Newnan  
Newnan Crossing Blvd, Newnan

Dear Mr. Cheek,

We are assessing the impacts on the community of the referenced senior living complex. The proposed development would be located on the east side of Newnan Crossing Bypass just south of Lower Fayetteville Road.

This is to request your input concerning the impact of the proposed development on the provision of school services. Please keep in mind that the proposed development is for senior citizens.

Attached is a preliminary site plan showing a total of 202 residential units. There will be a full access driveway connection to Newnan Crossing Bypass. There will also be a secondary access connection to a shared access roadway to the adjacent Springs development that is currently under construction. Access to the site will not be gated, but access to the building will require a key FOB.

Please provide your response back to me by November 12, 2019 so that we can include your input in the package that we plan to submit to the Planning and Zoning Director prior to November 19, 2019.

If you have any questions, please contact me at 770.683.2125.

Sincerely,  
MALDINO AND WILBURN, LLC

A handwritten signature in blue ink, appearing to read 'Vern Wilburn', is written over the typed name.

Vern Wilburn, P.E., PTOE  
Partner

Attachment (Preliminary Site Plan)

Cc: George Rosensweig, Shaun Reinhardt, Tracy Dunnivant

**TAB 11**

**NOT APPLICABLE/THIS IS NOT A DRI**

**TAB 12**

**CHECK PAYABLE TO  
CITY OF NEWNAN IS ENCLOSED**

**PAYMENT DATE**  
11/04/2019  
**COLLECTION STATION**  
Comm Dev  
**RECEIVED FROM**  
Dominium Development &  
Acquisition, LLC

**City of Newnan**  
25 LaGrange Street  
PO Box 1193  
Newnan, Georgia 30264

**BATCH NO.**  
2019-11000375  
**RECEIPT NO.**  
2019-00007652  
**CASHIER**  
Tina Fronebarger  
**ENTRY DATE**  
11/04/2019 08:18:55 AM

**DESCRIPTION**

Rezoning Request - 16.85 acres between Newnan Crossing Bypass & I-85 (Tax Parcel 087-5011-003)

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT																												
REZN	Rezoning/Annexation Fee Rezoning Request - 16.85 acres between Newnan Crossing Bypass & I-85 (Tax Parcel 087-5011-003) 100.11.1111 Cash \$922.00 100.00.32.2215 Planning & Zoning Regulatory Fees \$922.00	\$922.00																												
	<table border="0"> <tr> <td colspan="3" data-bbox="316 672 438 703"><b>Payments:</b></td> </tr> <tr> <td data-bbox="462 682 527 714"><b>Type</b></td> <td data-bbox="625 682 706 714"><b>Detail</b></td> <td data-bbox="1088 682 1177 714"><b>Amount</b></td> </tr> <tr> <td data-bbox="462 714 527 745">Check</td> <td data-bbox="625 714 706 745">168268</td> <td data-bbox="1088 714 1177 745">\$922.00</td> </tr> <tr> <td colspan="3" data-bbox="747 808 1177 1039"> <table border="0"> <tr> <td><b>Total Cash</b></td> <td><b>\$0.00</b></td> </tr> <tr> <td><b>Total Check</b></td> <td><b>\$922.00</b></td> </tr> <tr> <td><b>Total Charge</b></td> <td><b>\$0.00</b></td> </tr> <tr> <td><b>Total Wire</b></td> <td><b>\$0.00</b></td> </tr> <tr> <td><b>Total Other</b></td> <td><b>\$0.00</b></td> </tr> <tr> <td><b>Total Remitted</b></td> <td><b>\$922.00</b></td> </tr> <tr> <td><b>Change</b></td> <td><b>\$0.00</b></td> </tr> <tr> <td><b>Total Received</b></td> <td><b>\$922.00</b></td> </tr> </table> </td> </tr> </table>	<b>Payments:</b>			<b>Type</b>	<b>Detail</b>	<b>Amount</b>	Check	168268	\$922.00	<table border="0"> <tr> <td><b>Total Cash</b></td> <td><b>\$0.00</b></td> </tr> <tr> <td><b>Total Check</b></td> <td><b>\$922.00</b></td> </tr> <tr> <td><b>Total Charge</b></td> <td><b>\$0.00</b></td> </tr> <tr> <td><b>Total Wire</b></td> <td><b>\$0.00</b></td> </tr> <tr> <td><b>Total Other</b></td> <td><b>\$0.00</b></td> </tr> <tr> <td><b>Total Remitted</b></td> <td><b>\$922.00</b></td> </tr> <tr> <td><b>Change</b></td> <td><b>\$0.00</b></td> </tr> <tr> <td><b>Total Received</b></td> <td><b>\$922.00</b></td> </tr> </table>			<b>Total Cash</b>	<b>\$0.00</b>	<b>Total Check</b>	<b>\$922.00</b>	<b>Total Charge</b>	<b>\$0.00</b>	<b>Total Wire</b>	<b>\$0.00</b>	<b>Total Other</b>	<b>\$0.00</b>	<b>Total Remitted</b>	<b>\$922.00</b>	<b>Change</b>	<b>\$0.00</b>	<b>Total Received</b>	<b>\$922.00</b>	
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<b>Total Received</b>	<b>\$922.00</b>																													

Customer Copy

Total Amount:

\$922.00

Page 100



**SANDERS, HAUGEN, & SEARS, P.C.  
ATTORNEYS AT LAW  
11 PERRY STREET  
P. O. BOX 1177  
NEWNAN, GEORGIA 30264-1177**

**(770) 253-3880  
FAX (770) 254-0093**

**C. BRADFORD SEARS, JR.  
E-MAIL: bsears@sandershaugen.com**

**WALTER D. SANDERS  
(1909 - 1989)  
WILLIS G. HAUGEN  
(1929 - 2014)**

TO: Mayor and City Council  
City of Newnan

FROM: C. Bradford Sears, Jr.  
City Attorney, City of Newnan

DATE: November 6, 2019

RE: Utility Easements

---

**MEMORANDUM**

Utility easements on certain properties that the City is currently advertising for auction are needed. Newnan Utilities has identified infrastructure which crosses these properties. These easements have been executed and recorded to establish a record of the easements on the deed records of Coweta County.

The involved properties are as follows:

1. 71 Belt Road
2. 105 Rear West Washington Street
3. 23 Dewey Street
4. 200 West Washington Street
5. Timberlane Subdivision Detention Area
6. Bullsboro Drive

It would be appropriate for Council to affirm the conveyance from the City to the City by and through the Newnan Water, Sewerage and Light Commission prior to the auction. There will be a reservation in the auction deeds to all utility easements of record.



## City of Newnan, Georgia - Mayor and Council

Date: November 12, 2019

Agenda Item: 180 West Washington St

Prepared By: Matt Murray, Code Enforcement Officer

---

**Purpose:** Owner to request an extension in order to complete repairs to the structure located at 180 West Washington St.

**Background:** Owner: Render Godfrey

Date Sub-Standard housing file was opened: July 13, 2016

Does the cost to bring this structure into compliance by means of repair exceed 50% of the structure's assessed tax value? YES

On July 13, 2016 the Building Department conducted an inspection of the premises and found the structure to be unsafe, uninhabitable. The structure has been determined to be unsafe as set forth by City Ordinance Section 5-24. (a), Sub-sections (1,2,3,4,5,6,8,9,10).

**Funding:** N/A

**Recommendation:** Staff is requesting Council's approval to proceed with Option 1.

**Previous Discussion with Council:**

August 1, 2017 – Council informed of conditions.  
August 8, 2017 – Public Hearing was requested.  
August 22, 2017 – Public Hearing Held  
September 12, 2017 – 180 Extension Granted  
October 9, 2017 – No Progress  
November 14, 2017 - No Progress  
December 12, 2017 - No Progress  
January 9, 2018 – Interior progress  
February 13, 2018 – Interior progress  
March 15, 2018 – 180 Extension Granted  
April 10, 2018 - Interior progress  
May 7, 2018 - Interior progress  
June 19, 2018 - Interior progress  
July 17, 2018 - Interior progress  
August 14, 2018 - Interior progress  
October 8, 2018 – Exterior progress  
November 13, 2018 – No progress  
December 11, 2018 – Interior and exterior progress

January 8, 2019 – Interior and exterior progress  
March 11, 2019 – 180 day extension granted  
April 9, 2019 – Exterior progress  
May 7, 2019 – Exterior progress  
June 18, 2019 – No progress  
July 16, 2019 – No progress  
August 13, 2019 – No Progress  
August 27, 2019 – 60 day extension request approved  
September 24, 2019 – No progress  
October 22, 2019 – No progress





# City of Newnan, Georgia – Mayor and Council



Date: November 12, 2019

Agenda Item: 33 Hardaway St, 280 West Washington St., 6 Glenn St, 8 Glenn St, 100 Sprayberry Rd, 15 Elm Cir, 18 Berry Ave

Prepared and Presented by: Matt Murray, Code Enforcement Officer

Submitted by: Bill Stephenson, Chief Building Official

**Purpose:** To inform Council of the status of 33 Hardaway St, 280 West Washington St., 6 Glenn St, 8 Glenn St, 100 Sprayberry Rd, 15 Elm Cir, 18 Berry Ave having been before Council in Public Hearings.

**Background:** Date of Status Check: November 5, 2019

<u>Property Address</u>	<u>Owner</u>	<u>Original Hearing</u>	<u>Original # Of Days Allowed</u>	<u>Original Resolution Deadline</u>	<u>Extensions</u>	<u>Updated Resolution Deadline</u>	<u>Status</u>
33 Hardaway St	Annie Cook Est	June 18, 2019	120 days	October 17, 2019	90 days	January 13, 2020	Property for sale
280 West Washington St	Irvin Jones Estate	February 24, 2015	180 Days	August 23, 2015	180 Days	March 23, 2020	Interior progress
18 Berry Ave	Dan Moten	June 18, 2019	30 days	July 16, 2019	120 days	February 24, 2020	Property sold.

15 Elm Cir	Doug Frost
100 Sprayberry Rd	Edwin Jean-Pierre
6 Glenn St	D Free Mgt LLC
8 Glenn St	D Free Mgt LLC

April 23, 2019	45 days	October 14, 2019
August 27, 2019	60 days	October 28, 2019
August 27, 2019	30 days	September 27, 2019
August 27, 2019	60 days	November 24, 2019

90 days	January 13, 2020	Interior progress
45 days	December 10, 2019	Interior and exterior progress.
60 days	November 24, 2019	Interior and exterior progress
		Interior and exterior progress

**Options:**

1. Accept status reports, no further action is required.
2. Other direction from Council.

**Funding:**

Not Applicable

**Recommendation:**

Staff is requesting Council's approval for Option 1.

**Previous Discussions**

**With Council:**

All have previous history with Council.



## City of Newnan, Georgia - Mayor and Council

Date: November 12, 2019

Agenda Item: Consideration of the 1<sup>st</sup> Annual Resolution 5k hosted by the Newnan Police Department

Prepared By: Mark Cooper, Newnan Police Department

---

**Purpose:** Request Mayor and City Council's approval to allow the NPD to host their 1st Annual City of Newnan Resolution 5K in the City on January 4, 2020.

**Background:** This is the 1<sup>st</sup> Annual City of Newnan Resolution 5k. This 5K will use the same route used by the Sunrise on the Square 5k held on August 31, 2019. All the proceeds from the City of Newnan 5K Road Race will benefit the community outreach programs administered by the Newnan Police Department.

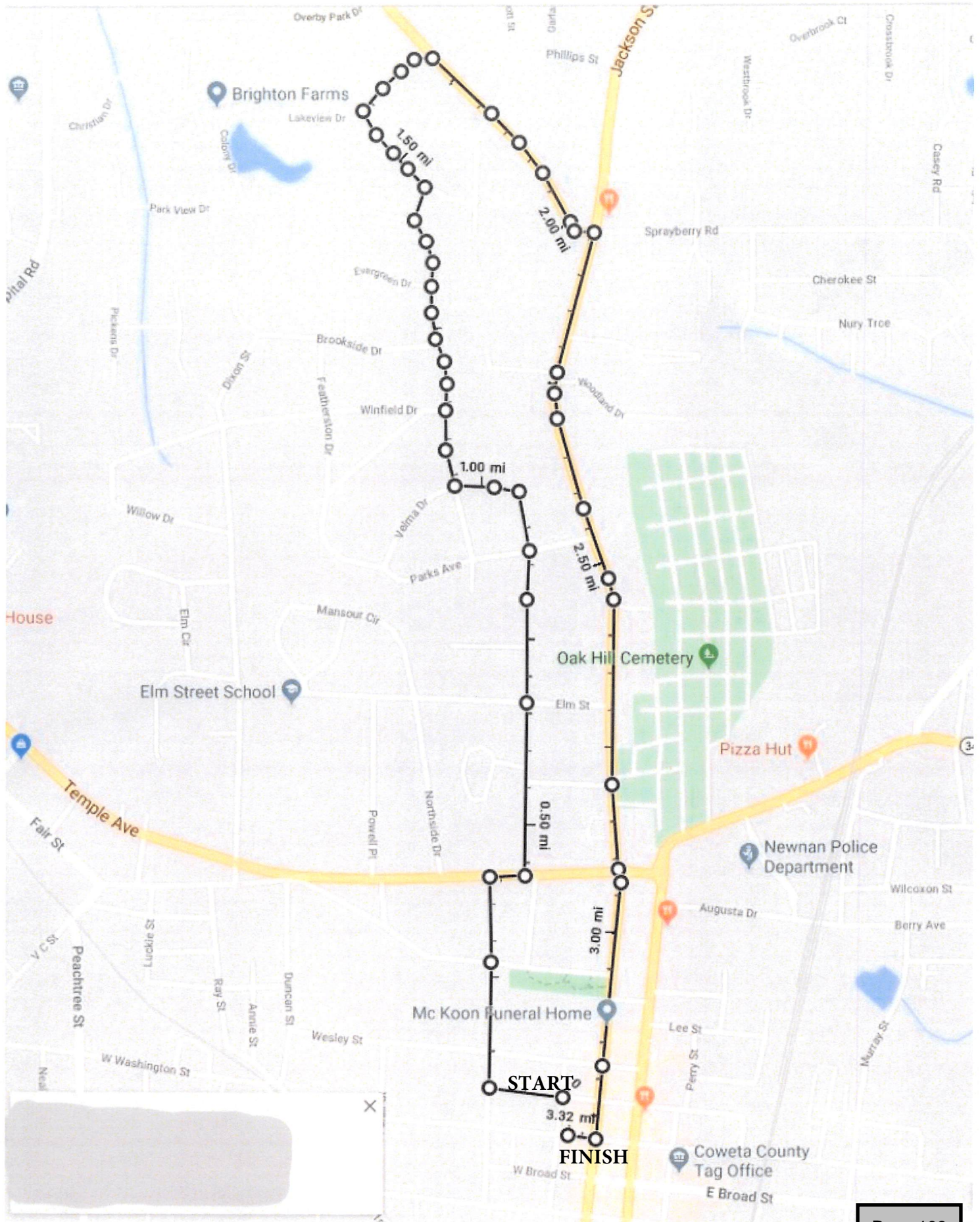
**Funding:** N/A

**Recommendation:** Approval

**Previous Discussion with Council:** None



# 2020 CITY OF NEWNAN RESOLUTION 5K ROUTE





# 2020 City of Newnan Resolution 5K



# Newnan

GEORGIA ▶ 1828 ▶ CITY OF HOMES

## Run Day Schedule Saturday, January 4, 2020

- 6:30 am On-site registration and check-in for registered runners and walkers\*
- 8:00 am 5K Race

\*Late registration and early run packet pick-up for registered runners and walkers on Friday, January 3, 2020 10:00am-6:00pm at Dragonfly Running Co. at 10 Lagrange St, in Downtown Newnan.

### Resolution 5K Course Location

**Race Course:** The race begins in Downtown Newnan and spans through "The City of Homes", where runners will catch a glimpse of our beautiful historic in-town neighborhoods and commercial district. The race is USATF certified, and chipped timing will be used! Certified map of the course is available at [www.newnanpolice.com](http://www.newnanpolice.com) or email [pacesetr@bellsouth.net](mailto:pacesetr@bellsouth.net).

### Awards

Awards for overall M/F finishers ; Overall M/F Masters ; Top three Male/Female in age groups 10 & under, 11-14, 15-19, 20-24, 25-29, 30-34, 35-39, 40-44, 45-49, 50-54, 55-59, 60-64, 65-69, and 70 & over.

All proceeds from the City of Newnan Resolution 5k Road Race will benefit the community outreach programs administered by the Newnan Police Department. The programs include Guitars Not Guns, the Law Enforcement Explorer program, and Christmas with a Cop. The programs help to increase the self-esteem for foster children, support at-risk youth, and help to educate kids on future career opportunities.

### 5K USATF Certified CHIPPED TIMING

Times can be used for seeding in Peachtree 10K but runner will have to submit information.



## 2020 City of Newnan Resolution 5K Registration Form

Fill out this form completely. Signature is REQUIRED.

Mail Entries to:  
Resolution 5K  
c/o Pacesetter's P.R.  
PO Box 81777  
Atlanta, Georgia 30366

Online registration at:  
[www.itsyourrace.com](http://www.itsyourrace.com)

Additional forms and information available:  
[www.newnanpolice.com](http://www.newnanpolice.com)

Last Name \_\_\_\_\_

First Name \_\_\_\_\_

Age \_\_\_\_\_ Sex M F Phone \_\_\_\_\_

Email \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

**Entry Fees:** Make Checks Payable to *Newnan Police Dept.*

**Early Registration (postmarked by 12/26/2019)- \$30**

**Late Registration begins 12/27/2019 until Race Day- \$35**

**Shirt Size – Circle your choice**

YS YM AS AM AL AXL AXXL

**2020 run t-shirts are guaranteed for all runners who preregister by December 26, 2019.**

In consideration of acceptance of this entry, I waive any and all claims for myself and my heirs against officials and sponsors of the Sunrise of the Square 5K Road Race for illness or injury which may result directly or indirectly from my participation. I further state that I am in proper physical condition to participate in this event. I also give permission for the use of my name and/or picture in any public account of this event.

Signature or Signature of Parent or Guardian (if under 18)

Page 110

Date \_\_\_\_\_



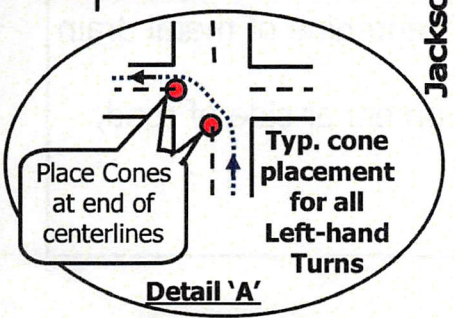
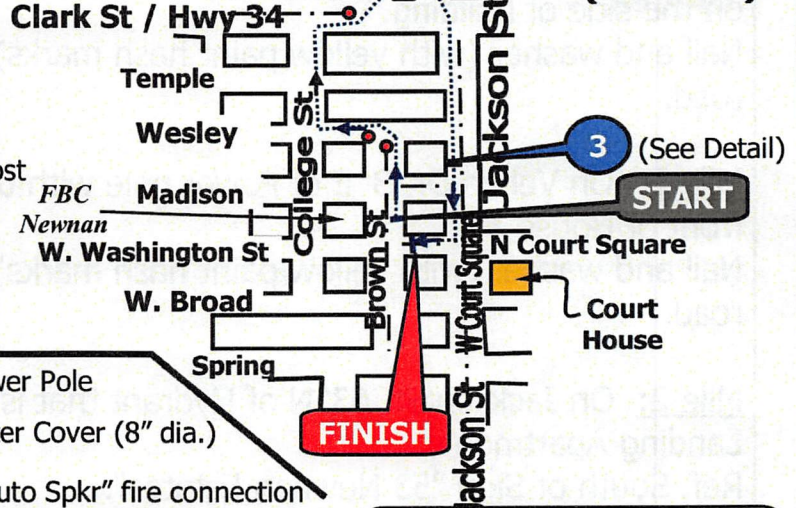
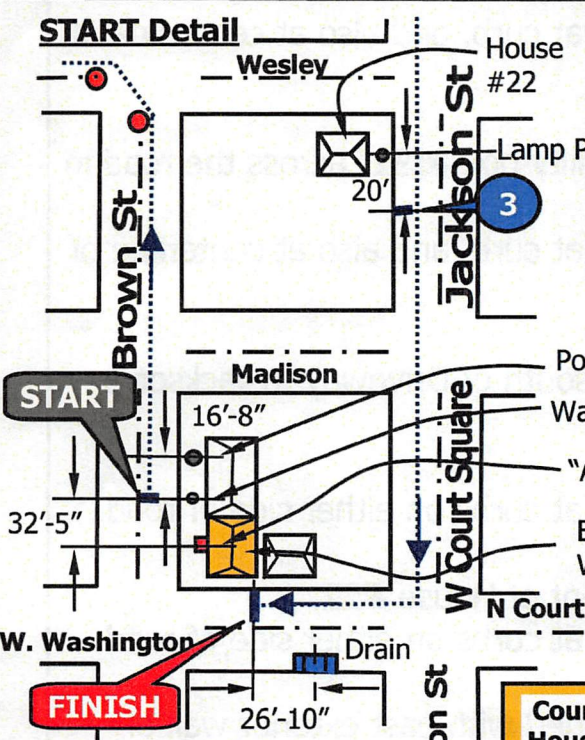
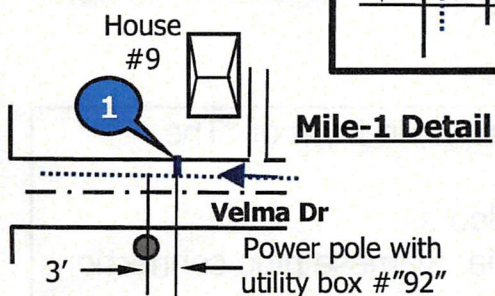
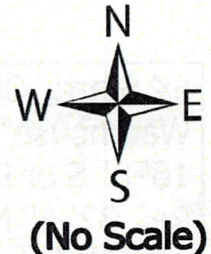
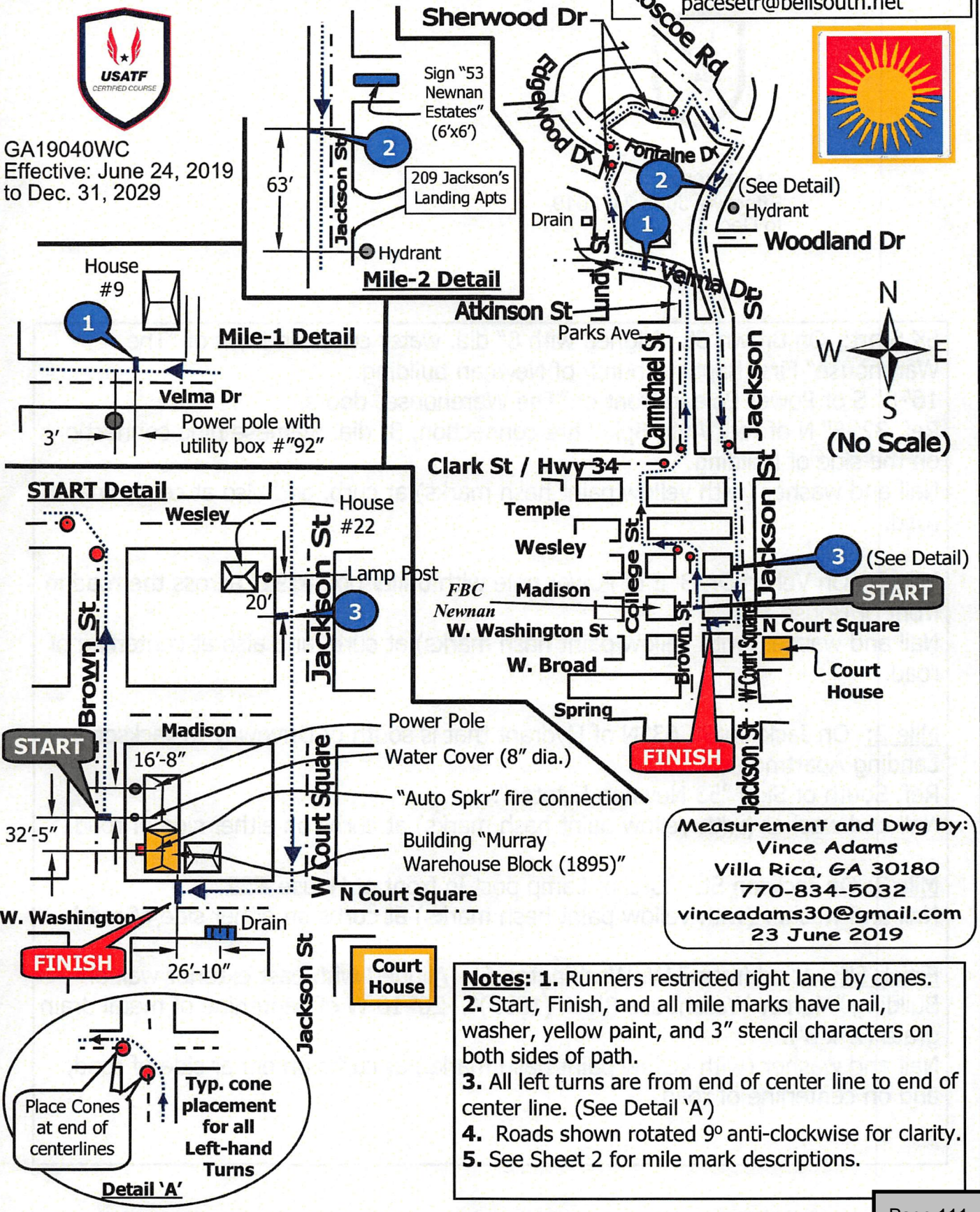
# SUNRISE ON THE SQUARE 5K

## Newnan, GA

Gary Jenkins, Race Dir.,  
 P.O. Box 81777, Atlanta, GA 30366,  
 404-313-7710  
 pacesetr@bellsouth.net



GA19040WC  
 Effective: June 24, 2019  
 to Dec. 31, 2029



Measurement and Dwg by:  
 Vince Adams  
 Villa Rica, GA 30180  
 770-834-5032  
 vinceadams30@gmail.com  
 23 June 2019

- Notes:**
1. Runners restricted right lane by cones.
  2. Start, Finish, and all mile marks have nail, washer, yellow paint, and 3" stencil characters on both sides of path.
  3. All left turns are from end of center line to end of center line. (See Detail 'A')
  4. Roads shown rotated 9° anti-clockwise for clarity.
  5. See Sheet 2 for mile mark descriptions.



# SUNRISE ON THE SQUARE 5K

Newnan, GA



GA19040WC  
Effective: June 24, 2019  
to Dec. 31, 2029

**5K Start:** On Brown St. Aligned with 8" dia. water cover, in front of "The Warehouse" First Baptist Church of Newnan building.  
16'-8" S of Power Pole in front of "The Warehouse" doors.  
Ref. 32'-5" N of red "Auto Spkr" fire connection, 3" dia. Siamese pipe connections on the side of building.  
Nail and washer (with yellow paint hash marks) at curb, and also at centerline of road.

**Mile 1:** On Velma Dr. 3' E of Power pole with utility box #"92" across the road in front of House #9.  
Nail and washer (with yellow paint hash marks) at curb, and also at centerline of road.

**Mile 2:** On Jackson St. 63' N of Hydrant that is south of Driveway to Jackson's Landing Apartments.  
Ref. South of Sign "53 Newnan Estates".  
Nail and washer (with yellow paint hash marks) at curbs on either side of road.

**Mile 3:** On Jackson St. 20' S of Lamp post in front of House #22.  
Nail and washer (with yellow paint hash marks) at curbs on either side of road.

**Finish 5K:** At address 7 W. Washington St. Aligned with east exterior wall of Building "Murray Warehouse Block (1895)". 26'-10 W of centerline of metal drain grate (2' x 3').  
Nail and washer (with yellow paint hash marks) at curbs on either side of road, and on centerline of road.





Road Running Technical Council  
USA Track & Field



# Measurement Certificate

Name of the course Sunrise on the Square 5K Distance 5 km  
 Location (state) Georgia (city) Newnan  
 Type of course: road race  calibration course   
 Measuring method: bicycle  steel tape  electronic distance meter   
 Measured by (name, address, phone & e-mail) Vince Adams vinceadams30@gmail.com  
770-834-5032 3044 Ridgeview Ct., Villa Rica, GA 30180  
 Race contact (name, address, phone & e-mail) Gary Jenkins pacesetr@bellsouth.net  
404-313-7710 P.O. Box 81777, Atlanta, GA 30366  
 Date(s) when course measured: June 23, 2019  
 Number of measurements of entire course: 2 Course Configuration: Loop  
 Elevation (meters above sea level) Start 307m Finish 307m Highest 308m Lowest 285m  
 Straight line distance between start & finish 49m Drop 0 m/km Separation 1 %  
 Type of surface: paved 100 % dirt \_\_\_\_\_ % gravel \_\_\_\_\_ % grass \_\_\_\_\_ % track \_\_\_\_\_ %  
 Effective date of certification: June 24, 2019 Certification code: GA19040WC

Notice to Race Director: Use this Certification Code in *all* public announcements relating to your race.

## Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If *any* changes are made to the course, this certification becomes void, and the course must then be recertified.

*Verification of Course* — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a verification remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31 in the year 2029

AS NATIONALLY CERTIFIED BY:

Date: June 25, 2019

Woody Cornwell – USATF/RRTC Certifier - Phone 803-405-1525  
1532 Harrington St., Newberry SC - E-Mail: woody.cornwell@gmail.com



## 2020 RUN FOR ANGELS

Newnan-Coweta Angel's House  
P.O. Box 953  
Newnan, GA 30264

[www.theangelshouse.org](http://www.theangelshouse.org)

October 22, 2019

Mayor Keith Brady  
c/o Mr. Cletus Phillips  
City of Newnan  
25 LaGrange Street  
Newnan, GA 30263

Dear Mayor Brady,

On behalf of The Angel's House and the Run for Angels, I would like to thank the city of Newnan for its continued support of our emergency shelter for children in our area. As in years past, we are requesting permission to hold our annual Run for Angels 5K and 10K road races, and One Mile Fun Run/Walk in downtown Newnan. The races will begin at 8:00am Saturday, February 1, 2020 to be followed by an awards ceremony and Chicken Q at 10:00am, hosted by First United Methodist Church. The racecourse will remain the same as in years past. (Please see attached map for details.)

We have again hired professional race managers, Orion to supervise the event. We will work with merchants, Main Street Newnan Program, and local police and public works departments to ensure a safe and well-executed event.

Should you have any questions regarding our request, please do not hesitate to contact us.

Sincerely,

Elizabeth Williams  
770-301-0685

## Run for Angels 10K/5K and One Mile Fun Run/Walk Racecourse

### 5K Road Race

Start: 33 Greenville Street (First United Methodist Church)

Right on Spence Ave.

Right on Sewell St.

Right on Waterworks Rd.

Right on LaGrange St.

Right on Salbide Ave.

Finish: Salbide Ave. (First United Methodist Church)

### 10K Race

This race will run the 5K course two times.

### One Mile Run/Walk

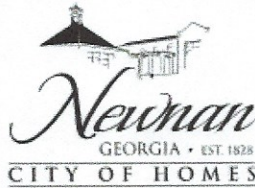
Start: 33 Greenville St. (First United Methodist Church)

Right on Nimmons St.

Right on LaGrange St.

Right on Salbide Ave.

Finish: Salbied Ave. (First United Methodist Church)



**GUIDELINES FOR USING THE DOWNTOWN NEWNAN SQUARE OR ANY CITY STREETS**

<b>NAME OF AGENCY</b>	ANGEL'S HOUSE
<b>NAME OF PERSON IN CHARGE OF EVENT</b>	ANGEL'S HOUSE BOARD OF DIRECTORS ELIZABETH WILLIAMS/ LORI LOVETT
<b>ADDRESS OF PERSON IN CHARGE</b>	65 PARK VIEW DR, NEWNAN, GA 30263
<b>CELL PHONE NUMBER OF PERSON IN CHARGE</b>	770-301-0685 E / 404-918-3372 L
<b>TYPE OF EVENT</b>	ROAD RACE: 5K/10K & 1-Mile Fun Run
<b>PURPOSE OF EVENT</b>	FUNDRAISER FOR ANGEL'S HOUSE
<b>DATE OF EVENT</b>	SATURDAY, FEBRUARY 1st, 2020
<b>TIME OF EVENT</b>	7AM-REGISTRATION - 10AM RACE COMPLETION

**CONDITIONS OF PERMIT**

If permit is for any type utilizing streets of the city other than just the square area, a map shall be submitted to indicate routes of the event. If road race, walk or similar event, a fee will be charged based on number of police officers required to provide safety for the event; and all events of this type should be scheduled to end by 10:00 AM. If officers are required for other events, a fee will be charged based on number of officers requested by agency sponsoring event.

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**EVENT STAFFING**

The coordinator of the event on the square must remain on site throughout the set up and clean up of the event. The event coordinator must make sure that the square is returned to normal after the event is over.

**GARBAGE**

Additional rolling trash cans by CLM need to be around the court square. Contact CLM to coordinate. We recommend that you cover the permanent cans surrounding the square and use the rolling cans. If the decorative cans are overflowing at the end of the event, they should be emptied into the rolling cans.

**BATHROOMS**

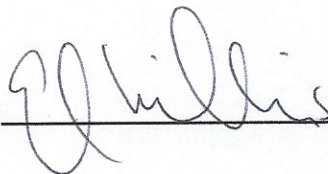
A portable restroom, or more depending on the size of the event, must be provided for the public to use. Downtown shops only allow restroom facilities to be used by paying customers. Main Street can assist with contact information on a Main Street member that provides port-a-potties for a fee. We recommend these be placed on the side of NuLink on West Washington Street.

**PARKING**

Vendors can park on the square to unload, but once unloaded they will need to move their vehicles to a city lot. Parking on the square or in front of stores is prohibited. This includes on side streets. Parking is for customers and event attendees.

**AGREEMENT**

I, Elizabeth Williams agree to these guidelines for use of the Newman Square and/or city streets.

SIGNED 

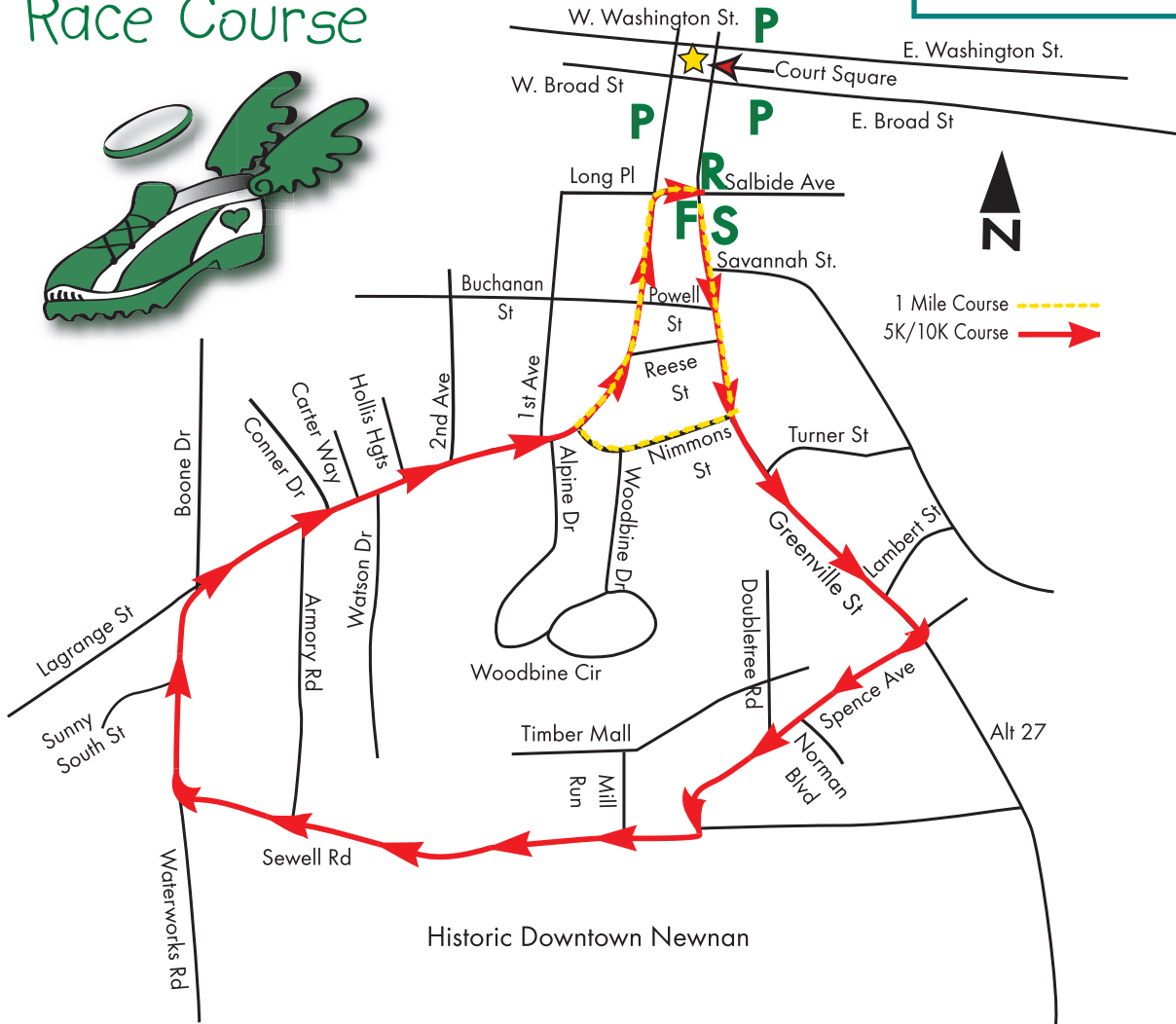
DATE 10/22/19

**EVENT - 100.00.34.2901 – Event Activity Fees**

# Run For Angels Race Course



10K twice around route  
Close south/northbound  
from 33 Greenville to  
Turner for the two laps



# 2020 Run For Angels & Chicken Q

February 1, 2020

## 18th Annual 5K/10K Road Race & 1 Mile Fun Run Historic Downtown Newnan, GA



### Run Day Schedule Saturday, February 1, 2020

7:00am On-site registration and check-in for registered runners and walkers\*

7:55am National Anthem

8:00am One Mile Fun Run

8:10am 5K & 10K participants gather for warm-up

8:20am 10K Race

8:22am 5K Race (immediately following 10K start)

9:30am Awards Ceremony

10:00am Chicken Q service & take out available

\* Late registration and early packet pick-up for registered runners and walkers is **Friday, January 31, 12:00pm - 6:00pm** at First United Methodist Parish Hall, 33 Greenville Street in Downtown Newnan.

*For safety reasons absolutley no pets will be allowed at the run or in First United Methodist Parish Hall*

### Run for Angels Race Course Location

**Start Line:** Chip-timed races begin on Greenville Street between Salbide Avenue and Savannah Street.

**Finish Line:** Chip-timed races end on Salbide Avenue, adjacent to the First United Methodist Church.

**Race Course:** The race is through historic downtown Newnan, GA. Certified map of run route is available at [www.theangelshouse.org](http://www.theangelshouse.org).

**Awards** (Based on gun start according to USATF Rule 245)

**One Mile Fun Run/Walk:** Awards for overall Male/Female finisher.

**5K & 10K:** Awards for overall M/F finishers in both races; Overall M/F Masters in both races; 1st, 2nd & 3rd place finishers in the following age groups: 10 & under; 11-14; 15-19; 20-24; 25-29; 30-34; 35-39; 40-44; 45-49; 50-54; 55-59; 60-64; 65-69; 70-74, 75 & over.

**T-shirts:** Run T-shirts guaranteed for all runners who preregister no later than January 20.

**Schools:** Gift cards and trophy will be presented to the top 2 schools with the most participants.

**Chicken Q** Plates are available after the races for \$10. A drive-thru pick-up line opens at 10:00am for those who would like "to go" plates. Others are invited to eat in the First United Methodist Parish Hall beginning at 10:00am.

- Buy Q tickets at [www.active.com](http://www.active.com) when you register to run!
- Buy Q tickets directly from the Angel's House website at [www.theangelshouse.org](http://www.theangelshouse.org).
- Buy Q tickets from Angel's House Board members and your downtown Newnan churches.

**Sponsorship** Our sponsorship solicitation for the 2020 Run for Angels & Chicken Q is currently underway. We offer sponsor promotion opportunities on our Facebook page, our website and at the Run. For sponsorship information please call Kelley Welden, 770-845-8450; Cortney Lyle, 404-664-8155; or go to [www.theangelshouse.org](http://www.theangelshouse.org).



USATF 10K A0400WC



PO Box 657  
Newnan GA 30264  
[www.theangelshouse.org](http://www.theangelshouse.org)

All proceeds from this event benefit **Angel's House**, a temporary shelter for teen girls in Coweta County who are awaiting placement in foster homes.

## 2020 Run For Angels Registration Form



Fill out this form completely. Signature is **REQUIRED**.

**Mail Entries to:**  
Anne Smith  
PO Box 953  
Newnan, GA 30263

**Online registration and information at:**  
[active.com](http://active.com) or  
[theangelshouse.org](http://theangelshouse.org)

Additional registration forms are available: [theangelshouse.org](http://theangelshouse.org)

Last Name \_\_\_\_\_

First Name \_\_\_\_\_

DOB \_\_\_\_\_ M F Phone \_\_\_\_\_  
Date of Birth required Circle One

Email \_\_\_\_\_  
Email required to verify registration. Race times will be emailed to 5K & 10K finishers.

Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

School \_\_\_\_\_

**Entry Fees:** Make Checks Payable to *Run For Angels*

**Early Registration ends January 20** - Circle your choice

1 Mile Fun Run - \$15    5K - \$25    10K - \$35

**Late Registration begins January 21** - Circle your choice

1 Mile Fun Run - \$20    5K - \$30    10K - \$40

**Shirt Size** - Circle your choice

YS    YM    YL    AS    AM    AL    AXL    AXXL

**2020 run t-shirts are guaranteed for all runners who preregister no later than January 20, 2020.**

In consideration of acceptance of this entry, I waive any and all claims for myself and my heirs against officials and sponsors of Run for Angels 10K/5K Road Race and One Mile Fun Run/Walk for illness or injury which may result directly or indirectly from my participation. I further state that I am in proper physical condition to participate in this event. I also give permission for the use of my name and/or picture in any public account of this event. I realize that there is no refund or transfer and, in the event of inclement weather, my entry fee will be a donation to the charity associated with this race.

Signature or Signature of Parent or Guardian (if under 18) Required \_\_\_\_\_

Date \_\_\_\_\_

I cannot attend the 2020 Run for Angels and would like to make a donation to Angel's House for my entry fee.

**REQUEST - CITY COUNCIL MEETING – NOVEMBER 12, 2019 2:30 PM**

**From:** Martha Anne Duenckel  
**Sent:** Friday, October 25, 2019 11:21 AM  
**To:** Libby Winn  
**Subject:** December Request

Hello Ms. Libby,  
I am submitting my request for the court house square for December 15th. I would like to request the South, East and West sides of the courthouse just in case we have some overflow.

Thank you so much!  
-Martha Anne

--

Martha Anne Duenckel

<http://instagram.com/artbymad>  
[www.artbymad.com](http://www.artbymad.com)  
[www.facebook.com/madartspot/](http://www.facebook.com/madartspot/)

Come check out the Artists and Makers Pop Up Market:  
<https://www.facebook.com/artistsandmakerspopupmarket>



**GUIDELINES FOR USING DOWNTOWN NEWNAN SQUARE OR ANY CITY STREETS**

<b>NAME OF AGENCY</b>	Artists and Makers Pop Up Market
<b>NAME OF PERSON IN CHARGE OF EVENT</b>	Martha Anne Duenckel
<b>ADDRESS OF PERSON IN CHARGE</b>	30 Hannah Rd. Newnan, GA 30263
<b>CELL PHONE NUMBER OF PERSON IN CHARGE</b>	678-462-8387
<b>TYPE OF EVENT</b>	Artist Market
<b>PURPOSE OF EVENT</b>	A downtown art market providing opportunities to local artists to show their work
<b>DATE OF EVENT</b>	12/15/2019
<b>TIME OF EVENT</b>	12-5 pm

**CONDITIONS OF PERMIT**

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**GUIDELINES FOR USING THE DOWNTOWN NEWNAN SQUARE OR ANY CITY STREETS – PAGE 2**

**EVENT STAFFING**

The coordinator of the event on the square must remain on site throughout the set up and clean up of the event. The event coordinator must make sure that the square is returned to normal after the event is over.

**GARBAGE**

Additional rolling trash cans by the City of Newnan Sanitation Department need to be around the court square. Contact Sanitation Services at 770-253-0327 to coordinate and determine the number of cans needed for your event. We recommend that you cover the permanent cans surrounding the square and use the rolling cans. If the decorative cans are overflowing at the end of the event, they should be emptied into the rolling cans. Cost of Sanitation cans are \$10.00 per can during normal business hours and \$25.00 per can after hours. *(Costs are subject to change)*

**PUBLIC NOTICE SIGNAGE**

The coordinator of the event is responsible for obtaining and displaying Special Event Notice signs as provided by City staff. Public notice along/near the event location shall be provided at least 72 hours in advance of the event.

**BATHROOMS**

A portable restroom, or more depending on the size of the event, must be provided for the public to use. Downtown shops only allow restroom facilities to be used by paying customers. Main Street can assist with contact information on a Main Street member that provides port-a-potties for a fee. We recommend these be placed on the side of NuLink on West Washington Street.

**PARKING**

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**AGREEMENT**

I, Martha Anne Duenckel, agree to these guidelines for use of the Newnan Square and/or city streets.

SIGNED 

DATE 10/25/2019

**EVENT - 100.00.34.2901 – Event Activity Fees**

Form Updated February 8, 2019 / October 12, 2018





## Southeast Collegiate Prep Athletics

Dear Ms. Mosley,

This is Coach Coleman. We talked the other day for a short time about us practicing our POST GRAD (2020 Graduates) Team at your gym. I will put my **program review** in a bullet format:

- \* Name of Club Program - **SEC Prep (Southeast Collegiate Prep)**
- \* We will have our own liability insurance (naming the City of Newman to the policy)
- \* We are a **POST GRAD/PREP TEAM** ( we help young athletes earn full scholarships to 2 & 4-year colleges). Our student/athletes will be newly high school grads who are good students (most sporting a 3.0+ GPA or higher) with the goal of attending college on a full scholarship. You will be assisting 24+ outstanding young people to keep their dreams and hope alive through our program. Student-athletes from Coweta County will be recruited first before we go outside the area to acquire other talent to fill our rosters.

Men - 15 players \*\*\*\*\* Women - 15 players - all students/athletes will be enrolled in college at either **West GA Tech or University of West GA - Newnan Campus**...not people off the street.

- \* Our season schedule will be played against junior colleges, and NAIA JV teams from across the Southeast Region (a 24-28 game schedule)  
**[ In other words, we are like a junior college with no campus or connection to a college]**
- \* Preferred rental times ( Mon thru Thurs) 9:30am to 12:30pm or any time you will allow... starting( 2020-2021) - Starting August 1 thru March 15.... **We do not want to conflict with your programs you have in place.**
- \* The beauty of this program is the NCAA will allow a newly HS grad 12 months after graduation to play on a POST GRAD/PREP TEAM, as long as they are a part-time student, and not be charged a year of eligibility (meaning they will still have 4 year left athletically to play at the next level).

Please give us **1 year** to prove this program will work and help our young people in Coweta County and surrounding areas get their college education paid. Your assistance would be greatly appreciated.

- \* Note: Estimated number of days - 70-80 practice dates - August 1 thru March 15
- \* (40 days for men - 40 days women)

Thanks,  
Coach Guy Coleman  
404-543-9275



**GUIDELINES FOR USING DOWNTOWN NEWNAN SQUARE OR ANY CITY STREETS**

NAME OF AGENCY	Prevailing Grace Ministries
NAME OF PERSON IN CHARGE OF EVENT	Stacey Binstow
ADDRESS OF PERSON IN CHARGE	300 Ashley PK. Blvd. Apt 204
CELL PHONE NUMBER OF PERSON IN CHARGE	740-887-1506
TYPE OF EVENT	Community March
PURPOSE OF EVENT	Teen Suicide Awareness
DATE OF EVENT	November 23, 2019
TIME OF EVENT	10 am - 2pm

**CONDITIONS OF PERMIT**

If permit is for any type utilizing streets of the city other than just the square area, a map shall be submitted to indicate routes of the event. If road race, walk or similar event, a fee will be charged based on number of police officers required to provide safety for the event; and all events of this type should be scheduled to end by 10:00 AM. If officers are required for other events, a fee will be charged based on number of officers requested by agency sponsoring event.

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**GUIDELINES FOR USING THE DOWNTOWN NEWNAN SQUARE OR ANY CITY STREETS – PAGE 2**



**EVENT STAFFING**

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**PARKING**

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**AGREEMENT**

I, Hacey Binstow agree to these guidelines for use of the Newnan Square and/or city streets.

SIGNED Hacey Binstow  
DATE 11/4/2019

EVENT - 100.00.34.2901 – Event Activity Fees

Form Updated February 8, 2019 / October 12, 2018

## REQUEST FOR MARCH

**From:** Stacey Bristow <poetry@eyoatl.org>  
**Sent:** Monday, November 4, 2019 6:15 PM  
**To:** Libby Winn <LWinn@cityofnewnan.org>  
**Subject:** Re: Application for Teen Suicide Awareness March

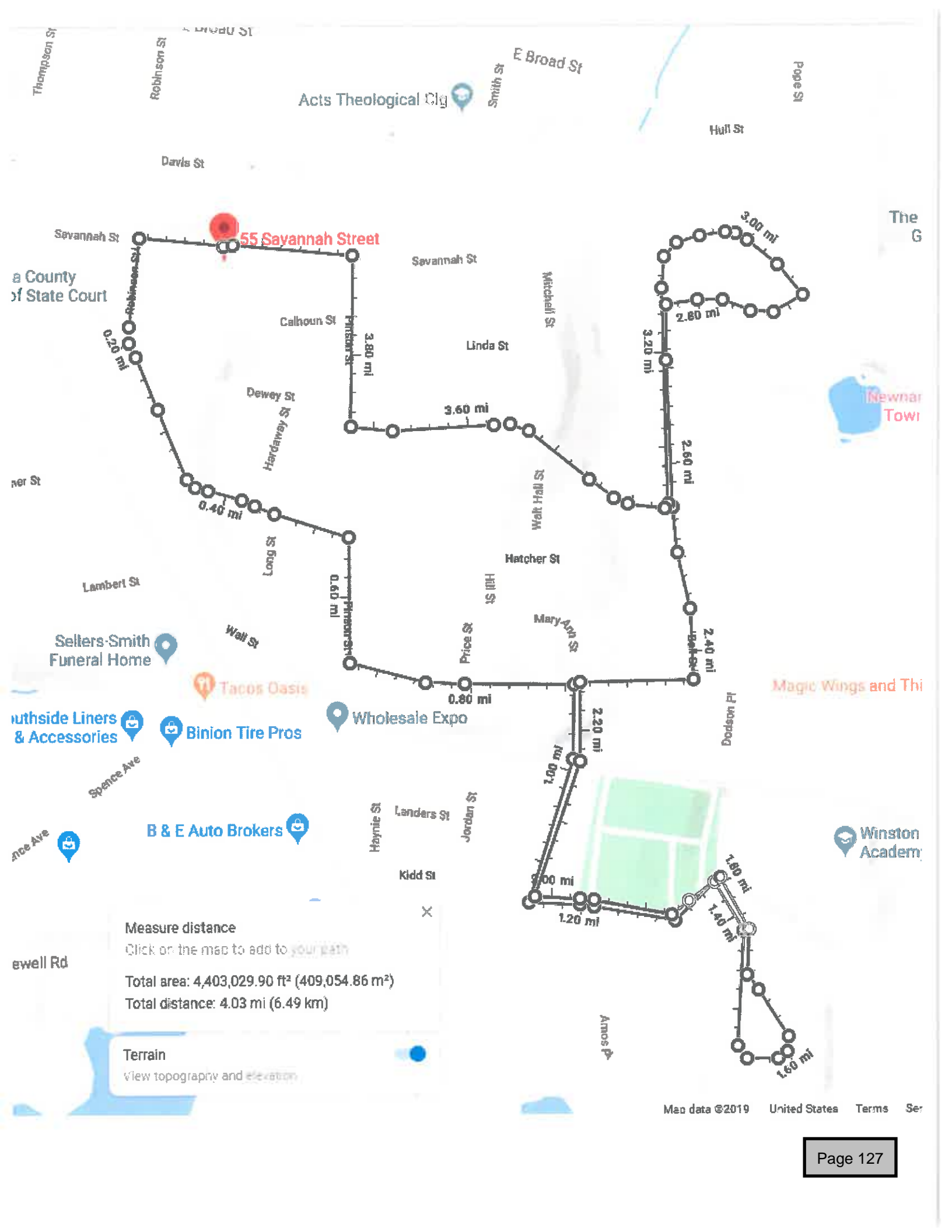
Greetings Ms. Winn,

Here is the route description to the best of my ability.

Starting Point: 55 Savannah Street  
Loop around to Robinson Street  
Walk to Pinson Street  
Pinson to MLK Jr. Drive  
MLK Dr. to East Gate  
East Gate to Highland Apartments  
Highland Apartments back to 55 Savannah Street

Please feel free to contact me if you have any additional questions.

Stacey Bristow  
*Phone: 740.807.1506*



Acts Theological Clg

55 Savannah Street

Measure distance

Click on the map to add to your path

Total area: 4,403,029.90 ft<sup>2</sup> (409,054.86 m<sup>2</sup>)

Total distance: 4.03 mi (6.49 km)

Terrain

view topography and elevation

**Motion to Enter into Executive Session**

I move that we now enter into closed session as allowed by O.C.G.A. §50-14-4 and pursuant to advice by the City Attorney, for the purpose of discussing

---

And that we, in open session, adopt a resolution authorizing and directing the Mayor or presiding officer to execute an affidavit in compliance with O.C.G.A. §50-14-4, and that this body ratify the actions of the Council taken in closed session and confirm that the subject matters of the closed session were within exceptions permitted by the open meetings law.

**Motion to Adopt Resolution after Adjourning Back into Regular Session**

I move that we adopt the resolution authorizing the Mayor to execute the affidavit stating that the subject matter of the closed portion of the council meeting was within the exceptions provided by O.C.G.A. §50-14-4(b).