

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, September 20, 2021

6:30 PM

**2nd Floor Conference Room
or Via Youtube**

<https://youtu.be/XWvYSOq3JUc>

Policy Work Session

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Matt Myers

Councilmember Bruce Gaynor

Councilmember Arlene Beckles

A. Roll Call (recorded)**B. Citizen Input****C. Board Updates**

Norcross Housing Authority - Gail Newton/Beth Brown

D. General Updates

*Salary Compensation Study - Camille Washington

E. Council- General Discussion**F. Board Appointments**

Mayor and Council will consider appointments to the following board, authority or commission:

Discovery Garden Park

Norcross Public Arts Commission

G. City Manager's Report**H. Items for Discussion**

1. [21-6205](#) **RZ2021-003 - Request to Rezone the Properties Located at 772, 782, 802, 812 Holcomb Bridge Rd.**
Consideration of application RZ2021-003 for a rezoning.
[RZ2021-003 Memo Policy Meeting Status Update 081621](#)
2. [21-6252](#) **Management Agreement Between the City of Norcross & United Futbol**
Discussion about a management agreement between the City of Norcross & United Futbol Academy for Summerour Park.
[Agenda Report - Management Agreement, Futbol Academy](#)
[Management Agreement Between City of Norcross and United Futbol Academy](#)
3. [21-6280](#) **German Car Show Alcohol Resolution**
Public Works, Utilities, & Parks is asking to proceed with the attached Alcohol Resolution for the presence and sale of alcoholic beverages at the 2021 German Car Show.
[Agenda Report - German Car Show Alcohol Resolution](#)
[German Car Show Resolution](#)

4. [21-6281](#) **Wayfinding/Signage Identify Needs Discussion**
A request to create a strategic schedule for production and installation of the Gateway Signage and two kiosk signs for Lillian Webb Park, as these items are not currently set as budgeted items.

[Agenda Report - Wayfinding](#)
[Sky Designs Approximate Cost Range for Gateway Signage](#)
[Summerour Park Sign Quote and Rendering](#)
[Gateway Renderings](#)
[Kiosks Quote and Rendering](#)
[Norcross Park ID - Veterans Park](#)

5. [21-6282](#) **Investment Policy**
Request to adopt a revised investment policy.

[Agenda Report - Investment Policy 09202021](#)
[Investment Policy](#)

6. [21-6267](#) **RZ2021-005 - Request to Rezone 244 Kelly Street from M1 to R60**
Request to rezone the property located at 244 Kelly Street from M1 (General Business) to R60 (Single Family Residence).

[RZ2021-005 Packet Staff Report Packet 9.20.21](#)

7. [21-6269](#) **Text2021-003 Revise UDO in Conformity with Mobile Food Vendor Ordinance**
To consider a recommendation to adopt the attached ordinance changes to the UDO in conformity with the City's new Mobile Food Vendor ordinance.

[TEXT2021-003 Policy Meeting Packet 9.20.21](#)

8. [21-6268](#) **Buford Highway Master Plan**
Buford Highway Master Plan-To consider a recommendation to adopt the attached Buford Highway Master Plan in to the Norcross Comprehensive Plan.

[Agenda Report Cover Buford Hwy MP 9.20.21](#)
[Buford Highway Masterplan](#)

9. [21-6283](#) **Text Amendment to Sec. 2-149 - Discover Garden Park Board**
Text amendment to Sec.2-149 to increase the board's membership from seven to nine.

[Discovery Garden Park Board Ordinance](#)

10. [21-6284](#) **Technical Correction Amendment to the 2017 and 2019 Defined Benefit Retirement Plan**
Request to approve an amendment to the 2017 Adoption Agreement and General Addendum, and the draft amended 2019 Adoption Agreement and General Addendum.

[Norcross AA Sept 3 2019 \(8 19 2021\)](#)
[Norcross Addendum Sept 3 2019 \(8 19 2021\)](#)
[Norcross AA Oct 1 2017 \(8 18 2021\)](#)
[Norcross Addendum Oct 1 2017 \(8 19 2021\)](#)
11. [21-6285](#) **Annexation Impact Analysis**
[Agenda Report Annexation 9-20-21](#)
12. [21-6286](#) **Norcross Power Rate Change - Delay**
Request to delay a 1.9% Norcross Power rate increase scheduled to take place January 2022.

[Agenda report - Electric Rates](#)

[Norcross proposed rates \(2019\)](#)
13. [21-6287](#) **ARPA Advisory Committee Report**
[Interim Report to Council](#)
- I. **Adjourn to Executive Session for Personnel, Real Estate or Legal**
- J. **Signed by:** _____ **Mayor Craig Newton**
- K. **Attest:** _____ **Monique Lang, City Clerk**



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
 COUNCILMEMBER **ARLENE BECKLES** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6205	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/20/2021 6:30 PM	In Control:	Policy Work Session
Title:	RZ2021-003 - Request to Rezone the Properties Located at 772, 782, 802, 812 Holcomb Bridge Rd.		

Sponsors:

Code Sections:

Attachments:

1. [RZ2021-003 Policy Packet 9.20.21](#)

Title

RZ2021-003 - Request to Rezone the Properties Located at 772, 782, 802, 812 Holcomb Bridge Rd.

Drafter

Tracy Rye



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS** •
COUNCILMEMBER **BRUCE GAYNOR** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council

From: Tracy Rye, AICP

Meeting Date: September 20, 2021 - Policy Work Session

Item No.: 21-6205

Title: Request to rezone the properties located at 772, 782, 802, 812 Holcomb Bridge Road from R75, R100 (Single Family Residential), and M1 (Light Industrial) to RTH (Townhouse Residence) to allow the construction of a 53-unit townhome subdivision.

CC: Eric Johnson

Recommendation

Based on compatibility with the 2040 Comprehensive Plan and with the surrounding land uses, the Community Development Staff recommends approval of the rezoning request, subject to the following conditions:

1. The property shall be developed in general conformance with the conceptual site plan 6/21/2021 and landscape plan dated 6/1/2021 and received on 6/25/2021 by the Department of Community Development and shall include 20-foot vegetative buffer along the eastern property line adjacent to single-family residences except for where utilities are located for specific buildings, then the buffer is reduced to 10 feet adjacent to those utility locations (any shown encroachment within the 75-foot impervious setback and 50-foot undisturbed stream buffer are excluded);
2. The applicant shall submit a separate Stream Buffer Variance application to be approved by Mayor and City Council;
3. No access shall be provided through Morris Creek Drive;

4. In conformance with the adopted 2040 Comprehensive Plan, the development is limited to a maximum of 53 single-family attached units;
5. All common areas, including but not limited to storm water systems, shall be maintained by a mandatory homeowner association;
6. Plant material use on site in landscape strips and buffers are subject to final approval of the City's landscape review professional;
7. Location of stormwater detention is subject to the approval of the City Engineer;
8. All utilities shall be buried;
9. The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report;

Background

The applicant has submitted a rezoning application for a 5-parcel assemblage fronting Holcomb Bridge Road and Morris Creek Drive in the Medlock/Peachtree Industrial Boulevard Character Area. The request is to rezone the subject properties from R75, R100 (Single Family Residential), and M1 (Light Industrial) to RTH (Townhouse Residence) to allow the construction of a 53-unit townhome subdivision at a density of 6.82 units per acre. The proposed development will have access from Holcomb Bridge Road.

Financial Impact

Staff anticipates positive financial impacts on tax revenue for the development of the site, which would be offset by the cost of providing enhanced City services to the post development property owners. Both tax revenues and cost of City services is unknown at this time.

Consistent with Comprehensive Plan?

This project is considered to be consistent with the City's adopted 2040 Comprehensive Plan, as it allows for Medium Density Residential uses within the character area with a maximum density of 8 units per acre within the Medlock/Peachtree Industrial Character Area. In addition, the proposed project will meet Policy 1-3, which supports opportunities for infill development that reflects the neighborhood character.

Planning & Zoning Board Meeting (July 7, 2021)

The Planning & Zoning Board recommended denial of the rezoning request. Approximately 30 residents were present at the hearing and 13 spoke in opposition of the request. Concerns raised by the residents included traffic on Holcomb Bridge, negative impacts on existing wildlife as a result of potential encroachments in the

stream buffers, water runoff and flooding on adjacent properties, poor quality housing product, inconsistency with the existing character of the area, and potential crime.

Update (July 13, 2021)

The applicant has asked that Mayor and Council consider a 30 day deferral to allow them to meet with surrounding neighbors to see if a possibility exists for a path forward on a project at this location. Staff thinks this is a positive idea and will work to help the applicant set up a meeting with the community to seek consensus.

Update (September 20, 2021)

The applicant invited the public to two meetings in August to see if there was a compromise for the site design or use. The applicant has indicated a willingness to modify site design and landscaping and buffering while still pursuing a single family attached (townhome) concept. The preference of the adjoining neighbors remains a single family detached product. Coincidentally, the R-TH district does allow for a single family detached concept, however the applicant is moving forward with their request of single family attached townhome at this point.

Attachments

Staff Report



Meeting Date: 7/7/2021 at 6:30 PM

Petition Number: REZ2021-003

Project Type:

New residential development

Property Location:

Five Parcel Assemblage: 772, 782, 802, 812 Holcomb Bridge Road

Tax Parcel ID:

6273 004A, 099, 004, 004C, 004B

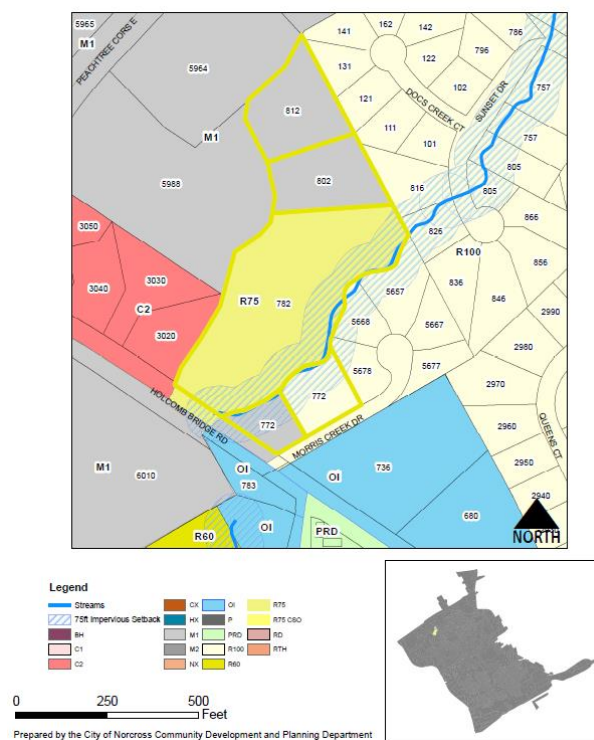
Petitioner:

Bruce Rippen with DR Horton, LLC

Petitioner's Request:

Request to rezone the subject properties from R75, R100 (Single Family Residential), and M1 (Light Industrial) to RTH (Townhouse Residence) to allow the construction of a 53-unit townhome subdivision.

Vicinity Map:



Property Data Chart 772, 782, 802, 812 Holcomb Bridge			
Current Zoning: R75 and R100 (Single Family Residence) M1 (Light Industrial)	Requested Zoning: RTH (Townhome Residence)	Acreage: 7.768 acres	2040 Comprehensive Designation: Medlock/Peachtree Industrial
500ft Adjoining Parcels, Developments, Zoning and Uses:	Estimated Lot Dimensions:	Topography:	
<u>North:</u> M1 – (Parts Authority) -Retail uses	Due to the irregular shape of the assemblage, lot dimensions aren't estimated for this report	The parcel's high point is along the northeast portion of 812 Holcomb Bridge. The lowest point is along the southeast corner of 782 Holcomb Bridge.	
<u>South:</u> M1 (Easy Care) – Office Use O-I (Chiropractor) – Office Use	Building Dimensions:	Elevation High: 1010ft Low: 940ft	
<u>East:</u> R100 (Morris Creek Subdivision) - Residential R100 (Norcross Hills Subdivision) – Residential	Width: 22 LF Length: 54 LF Lots Provided: 53	Encumbrances:	
<u>West:</u> C2 (New Light Missionary Baptist Church) – Place of Worship M1 (Drive Tech America) – Vehicle Repair		<u>Stream buffer:</u> Parcel has a stream and 75' stream buffers along the east property line <u>Easements:</u> there are sanitary sewer and water line easements	

Timeline

Under the UDO Section 104-3.B rezoning applications require the first review to be by the Planning and Zoning Board, followed by Mayor and Council's policy meeting and the Mayor and Council's regular meeting for final action. Below is the proposed schedule of dates.

Board	Meeting Type	Meeting	Meeting Time	Room
P&Z	Hearing	Wednesday, July 7, 2021	6:30 PM	Community Room 2 nd Floor
M&C Policy	Meeting	Monday, July 19, 2021	6:30 PM	Community Room 2 nd Floor
M&C Regular	Hearing	Monday, August 2, 2021	6:30 PM	Community Room 2 nd Floor

Applicant's Request

The applicant seeks to rezone five parcels to from R75, M1, and R100 to RTH to allow the construction of 53 townhomes at a density of 6.82 units per acre. The applicant originally applied for a concurrent variance to allow encroachments within the 75-foot stream buffer. However, the applicant withdrew the request for the concurrent variance on June 25, 2021 and anticipates applying for a stream buffer variance separately to allow encroachments within the 75-foot City additional impervious surface setback. The variance request is not evaluated in this report. The applicant also proposed street to be public.

Existing Conditions

The property located at 782 Holcomb Bridge is zoned R75 and totals 4.4 acres; the lot is undeveloped and heavily wooded. There are two parcels with the same address at 772 Holcomb Bridge. The parcel located at the corner of Holcomb Bridge and Morris Creek Drive (Parcel ID 6273 099) is zoned M-1 and totals 0.42 acres. The parcel fronting Morris Creek Drive (Parcel ID 6273 004A) is zoned R100 and totals 0.62 acres. Both properties are also undeveloped and are heavily wooded. The properties located at 802 and 812 Holcomb Bridge are zoned M1, have access from a private driveway along Holcomb Bridge, and are currently improved with what appears to be a single-family house on each lot. The subject 5 parcels total 7.768 acres combined with its highest point at 1010 feet along the northeast portion of 812 Holcomb Bridge and the lowest point at 940 feet along the southeast corner of 782 Holcomb Bridge.

The surrounding zoning districts include M1 to the south, C2 and M1 to the west, and R100 to the east. All properties are located within the Medlock/Peachtree Industrial Boulevard Character Area.

Project Description

The site plan provided is conceptual in nature and may change during the Land Disturbance Permitting process. The project description presented is based on the proposed conceptual site plan submitted for the rezoning application.

The applicant proposes to assemble five parcels totaling 7.768 acres to build 53-unit townhome community at a density of 6.82 units per acre. The site plan shows access to and from the site through a single curb cut off of Holcomb Bridge Road. A new proposed 24-foot bi-directional roadway cuts through the middle of the assembled parcels with townhomes proposed on both sides of the street. Guest parking spaces are provided along the internal road at the entrance and in the middle of the development. The applicant proposes front entry garages facing the internal road throughout the entire development.

ZONING ANALYSIS

Current Zoning

The five parcels that make up the proposed development have a combination of zoning designations including R75, R100 and M1. Under the R75 and R100 zoning district only single-family detached dwellings are allowed, thus decreasing the number and type of units that could be built. Under the current zoning designation approximately 12-15 single-family dwellings could be built in the parcel zoned R75 and 1 single-family house in the parcel zoned R100. The remaining three parcels are zoned M1, which does not allow residential uses. The 5-parcel assemblage is located in a transitional area in between single-family residential uses located

between North Peachtree Street and Peachtree Corners East and office/commercial/industrial uses located fronting Peachtree Corners East. Adjacent zoning districts consist of R100 to the east, M1 and C2 to the west and north, and M1 to the south.

Zoning Request

The Townhouse Residence (RTH) zoning district is intended primarily for attached, single-family residences, (townhomes) and related uses with a maximum density of 8 units per acre. The Medlock/Peachtree Industrial Boulevard Character Area, where the assemblage is located, allows for Medium Density Residential uses up to 8 units per acre. The applicant proposes 53 units at a density of 6.82 units per acre, therefore the request meets the maximum density allowed within the zoning district and character area. Based on the conceptual site plan provided, the site will meet the number of parking required: 2 parking spaces per dwelling unit plus 1 additional space for every 4 dwelling units. The applicant proposes 106 residential spaces plus 15 guest parking spaces.

2040 Comprehensive Plan Analysis

The 2040 Comprehensive Plan, the “Comp Plan”, is a document that reflects the wishes of the community as acknowledged and adopted by the Mayor and Council. The Comp Plan contains four sections to determine the appropriateness of a zoning action. Those sections are: 1) Table 2.4 a matrix that depicts land uses by character area, 2) specific visions for each of the thirteen-character areas, 3) the overarching policy goals for the city, and 4) Land Use Definitions. The subject parcels fall within Character Area 2, the Medlock/Peachtree Industrial Boulevard.

A. Land Uses by Character Area

Taken from the matrix, the following uses are either specifically detailed in the character area description or considered appropriate according to the matrix:

- Medium Density Residential
- Skilled Nursing Facilities (no rehab)
- Neighborhood level commercial, studio or office (<5,000 sf)
- Community level commercial or office (< 50,000 sf)
- Regional level commercial or office (>50,000 sf)
- Entertainment related commercial
- Mixed-use (vertical)
- Light Industrial Warehousing
- Places of assembly
- Transportation and communication utilities
- Parks and recreation

B. Policy Goals

Under the policy goals the proposed rezoning meets the following criteria:

- Policy 1-3: Support opportunities for infill development that reflects the neighborhood character.
- Policy 2-4: Encourage walkability, interaction among businesses, clear visibility of entryways and centralized open space
- Policy 5-1: Accommodate the housing needs of a diverse population by supporting the development of a variety of residential types and densities based on land use patterns.

C. Character Area Vision

The Medlock/Peachtree Industrial Boulevard contains four points that support the area's vision of which the following applies:

- A consistent design theme expressed through signage, architectural style, and landscape palette unifies the area and provides a sense of place unique to Norcross, yet complimentary to a corporate campus character found in Peachtree Corners' Technology Park.

D. Land Use Definition

Medium Density Residential - land occupied by residential uses and customary accessory uses at a density up to and including 8 dwelling units per acre.

Medium density residential development, as defined above, is a land use that comply with the relevant policy goals listed in Section B. The rezoning request proposes a density of 6.82 units per acre, so it would meet the appropriate scale of development outlined in the Comprehensive Plan.

Standards Governing the Exercise of Zoning Power

According to Section 103-11, the criteria by which a zoning action can be approved or denied are as follows:

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

The proposed use for a 56-unit single-family attached development is suitable for the site. The surrounding uses consist of single family to the east and office/commercial/industrial uses to the west. This property serves as a transition in between existing land uses and densities. The combined parcels share a property line with Norcross Hills Subdivision and Morris Creek Subdivision, which have single-family residential lots ranging from 15,000 sq. ft. to 20,000 sq. ft. While the west property line is shared with an office complex, church, and Drive Tech America (auto body part supplier). Staff is of the opinion that RTH zoning serves as an appropriate transition from the higher intensity commercial and industrial uses to the single-family detached uses in the area.

2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property?

The requested development of single-family attached homes under the RTH zoning designation will not have an adverse impact on surrounding parcels. However, Staff recommends adding a 20-foot buffer where feasible along the shared property line adjacent to the single-family subdivisions to provide a smooth transition in between uses. The buffer shall meet the UDO standards specified in Section 205-3.

3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned?

The current zoning of the properties located at 782 and 772 Morris Creek Drive could be redeveloped for single-family homes, however, would require a drastic reduction and change

of housing product and would not provide the desired transition between uses. Additionally, the M1 Zoning District does not allow residential development, so any other type of development allowed under M1 could be intrusive without the appropriate land use transition due to the proximity to the existing single-family subdivisions east of the subject properties. Thus, building under the current zoning districts could result in potentially 16-single family homes instead of 53 townhomes.

4) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?

The proposed development will not generate a burdensome use of public facilities including streets, utilities, or schools. Two nearby schools include Susan Stripling Elementary School and Paul Duke STEM Highschool which are about 0.5 miles from the subject properties.

5) Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan?

The subject site is located in the Medlock/Peachtree Industrial Boulevard Character Area, which is intended to be a mix of professional and institutional uses creating an established and aesthetically pleasing boundary along Peachtree Industrial Boulevard, the City of Peachtree Corners, and adjoining residential areas. Although the character area's vision does not explicitly mention residential uses, the Land Use Table found on page 38 of the 2040 Comprehensive Plan allows for Medium Density Residential uses within the character area with a maximum of 8 units per acre. The proposed project will meet the density and housing product allowed within the character area. In addition, the proposed project will meet Policy 1-3, which supports opportunities for infill development that reflects the neighborhood character. This project will serve as a smooth transition in between commercial/office/industrial and existing single-family homes.

6) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?

Aside from the odd shape of the assemblage there are no other known conditions affecting the use of the property.

Conclusion

The submitted application meets the comprehensive plan expectations as noted by the previously mentioned appropriate land uses, policy goals, and vision in Sections A-C; the proposed development appears to it meet the presented policy goals in Section C and it meets the land use definition of medium density residential on a 7.768-acre lot with the proposed 53 townhome units.

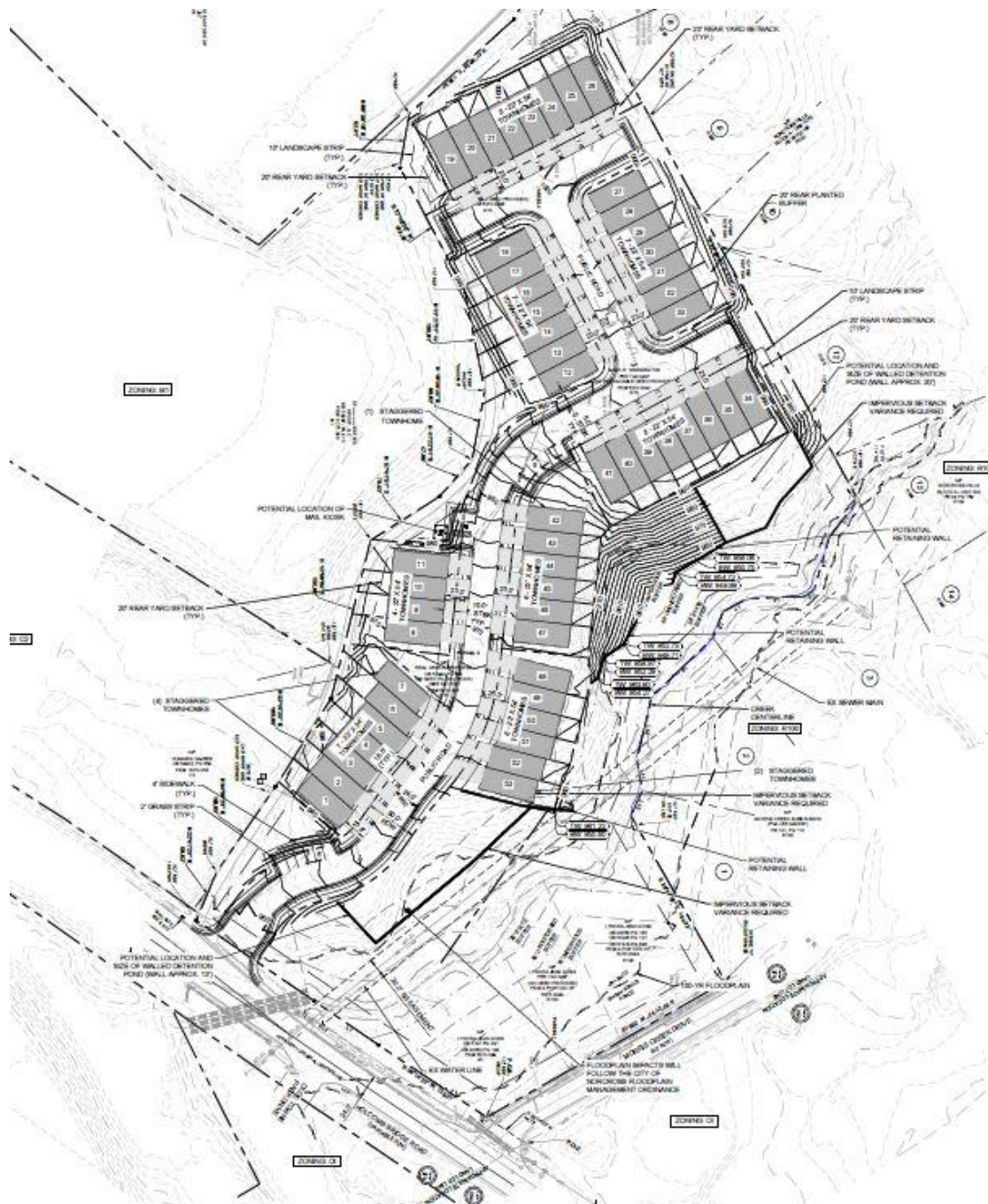
Recommendation

Staff recommends **approval** of the zoning component of REZ2021-003, the adoption of zoning standards under the existing RTH (Townhouse Residence) for the properties located at 772, 782, 802, 812 Holcomb Bridge, Street tax parcels 6273 004A, 099, 004, 004C, 004B, subject to the following conditions:

1. The property shall be developed in general conformance with the conceptual site plan 6/21/2021 and landscape plan dated 6/1/2021 and received on 6/25/2021 by the Department of Community Development and shall include 20-foot vegetative buffer along the eastern property line adjacent to single-family residences except for where utilities are located for specific buildings, then the buffer is reduced to 10 feet adjacent to those utility locations (any shown encroachment within the 75-foot impervious setback and 50-foot undisturbed stream buffer are excluded);
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7. Location of stormwater detention is subject to the approval of the City Engineer;
8. All utilities shall be buried;
9. The applicant and/or builder are responsible for conforming with any specific design standard or UDO code section not addressed in the staff report;

Concept Plan

For purposes of orientation and view, the applicant's proposed concept plan is presented below.



PLANT LIST

PLANT CODE	BOTANICAL NAME	COMMON NAME
(C)	Cedrus deodara	Deodar Cedar
(M)	Magnolia grandiflora	Southern Magnolia
(V)	Viburnum virginicum	Virginia Viburnum
(S)	Saxifraga oppositifolia	Saxifrage
(T)	Taxus canadensis	Eastern White Pine
(P)	Pinus strobus	Pinus strobus
(L)	Larix laricina	Amur Larch
(F)	Ficus religiosa	Fig Tree
(B)	Buxus sempervirens	Boxwood
(H)	Hedera helix	English Ivy
(C)	Clematis vitalba	Common Clematis
(R)	Rosa rugosa	Rugosa Rose
(S)	Syringa vulgaris	Common Lilac
(F)	Forsythia x intermedia	Intermedia Forsythia
(L)	Lonicera xylosteum	Common Honeysuckle
(V)	Viburnum acerifolium	Black Viburnum
(S)	Saxifraga oppositifolia	Saxifrage
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(F)	Forsythia x intermedia	Intermedia Forsythia
(L)	Lonicera xylosteum	Common Honeysuckle
(V)	Viburnum acerifolium	Black Viburnum
(S)	Saxifraga oppositifolia	Saxifrage
(T)	Taxus canadensis	Eastern White Pine
(P)	Pinus strobus	Pinus strobus
(L)	Larix laricina	Amur Larch
(F)	Ficus religiosa	Fig Tree
(B)	Buxus sempervirens	Boxwood
(H)	Hedera helix	English Ivy
(C)		



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
 COUNCILMEMBER **ARLENE BECKLES** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6252	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/20/2021 6:30 PM	In Control:	Policy Work Session
Title:	Management Agreement Between the City of Norcross & United Futbol		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report- Management Agreement, Futbol Academy](#)
2. [Management Agreement Between City of Norcross and United Futbol Academy](#)

Title

Management Agreement Between the City of Norcross & United Futbol

Drafter

Mary Beth Bender



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **JOSH BARE** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **MATT MYERS** ·
COUNCILMEMBER **BRUCE GAYNOR** · COUNCILMEMBER **ARLENE BECKLES** · CITY MANAGER **ERIC JOHNSON** · CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council

From: Mary Beth Bender

Meeting Date: August, 2021 – Policy Work Session

Item No.: 21-6252

Title: **Management Agreement between the City of Norcross & United Futbol Academy for Summerour Park.**

CC: Eric Johnson

Recommendation:

To discuss management agreement between the City of Norcross & United Futbol Academy for Summerour Park.

Financial Impact:

UFAN pays the City \$1500 / month for land use

Consistent with Comprehensive Plan?

Yes, this falls under Sustainability & Quality of Life. The City of Norcross takes pride in providing a high quality of life for its residents. Continued Parks activities and services add to the social health and resilience of our community that we strongly promote.

Next Steps:

All parties to sign and execute contract.

Attachments:

Management Agreement

Update:

We have had an ongoing agreement with UFAN since 2015.

REVISED HOURS (to be added to the contract):

Monday – Thursday, 5:00 p.m. – 10:00 p.m.

Saturday, 8:00 a.m. – 8:00 p.m.

Sunday, 8:00 a.m. – 10:00 p.m.

Friday, open to the public

Monday through Friday, 8:00 a.m to 1:00 p.m., when Gwinnett County Schools are not in session, particularly for the use and promotion of Summer Sports Camp.

65 LAWRENCEVILLE STREET, NORCROSS, GEORGIA 30071
(678) 421-2027 **UPSTAIRS CITY HALL** (770) 242-0824 **FAX** (770) 448-2111 **POLICE DEPARTMENT**
<http://www.norcrossga.net>

**Management Agreement
Between
The City of Norcross, Georgia
And
United Futbol Academy at Norcross, Inc.**

This management agreement is made and entered into this 1st day of August, 2021 by and between the City of Norcross, Georgia, a Georgia Municipal Corporation, (hereinafter "the City") and United Futbol Academy at Norcross, Inc., a corporation with the Georgia Secretary of State's Office, (hereinafter "UFAN").

WHEREAS, the City leases and controls real property and improvements thereon located at the intersection of Price Place and Beaver Ruin Road, Norcross, Georgia, 30091, Gwinnett County, Georgia, through an Intergovernmental Agreement dated October 6th, 2014, Gwinnett County Tax Parcel R6 242 045 (hereinafter "the Premises") which is more particularly described in Exhibit "A" which is attached hereto, all of which are incorporated herein by reference; and

WHEREAS, UFAN is a non-profit organization established in 2010 whose mission is to promote the game of soccer and to provide a memorable soccer experience for the community; and

WHEREAS, the City desires that the Premises be used for athletic endeavors generally and any other lawful and proper use which would be normal and customary for such an athletic venue, and to provide for an athletic venue for the benefit of the citizens of the City and other groups, organizations, clubs and teams; and

WHEREAS, UFAN is desirous of managing the Premises for the City not only to promote UFAN's soccer activities but also assist in the management of the Premises of the City to accommodate an organized use of the Premises;

NOW, THEREFORE, in consideration of the agreements set forth herein, the covenants and promises set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **MANAGEMENT:** The City hereby retains UFAN to manage all athletic activities on or at the Premises during the days and hours of normal operation to be established by the City and posted conspicuously on and at the Premises. Such management shall be limited to supervising and coordinating the usage of the Premises with responsible athletic clubs, athletic organizations, and athletic associations for the use of the Premises consistent

with the available facilities in a responsible and professional manner. UFAN will be responsible for scheduling and coordinating the use of the Premises to allow for maximum facilitation of the Premises to be used for the purpose for which it is managed. UFAN shall have a representative at the Premises during the hours of operation and/or conspicuously post contact information at the Premises to enable users or potential users the ability to promptly engage UFAN for scheduling the use of the Premises.

2. **PREMISES USE BY UFAN:** UFAN shall have priority usage over the Premises from August 1st, 2021, through July 31st, 2022, and during all renewals of this agreement during the following days and times:

- A. Monday through Thursday, 4:00 to 10:00 pm.
- B. Saturdays, 8:00 am to 10:00 pm.
- C. Sundays, 8:00 am to 10:00 pm.
- D. Monday through Friday, 8:00 am to 4:00 pm, when Gwinnett County Schools are not in session, particularly for the use and promotion of Summer Sports Camps.

Such additional terms which may be agreed to between the Parties.

3. **CONSIDERATIONS BY UFAN TO THE CITY FOR THE PRIORITY USAGE:**

- A. UFAN agrees to pay the City \$1,500 per month during the term of this Management Agreement and any renewals thereof.
- B. UFAN agrees to provide five (5) recreational and five (5) Select scholarships that must be applied for through the standard process in conformance with UFAN's procedures.
- C. UFAN will supply the necessary soccer equipment for practicing and the playing of soccer at the Premises which shall include, but not necessarily limited to, goals, benches, and flags.
- D. UFAN will provide signage to explain the rules for use of the artificial turf.
- E. UFAN will create, coordinate, and provide supervision for the programming of soccer play during hours of usage of the Premises.

- F. UFAN will inspect the Premises regularly to eliminate any unsightly and/or dangerous debris from the Premises to provide for a safe and clean environment in which to engage in athletic activities.
 - G. UFAN will act as athletic advisors to the City for the management operation and use of the Premises.
4. **BOOKING**: UFAN shall be responsible for the booking of all games, practices, tournaments, or other related events to be held at the Premises during the terms of this Management Agreement. No company, person, or entity other than the City shall have the right or ability to use the Premises without coordination through UFAN.
 5. **CONTRACTS WITH THIRD PARTIES**: With regards to the Premises and the management by UFAN of said Premises, UFAN will not enter into third party contracts for the use of the Premises for uses inconsistent with the terms hereof. UFAN will provide in any such contract that the contract is strictly between UFAN and the third party establishes no privity with respect to the City.
 6. **PROMOTION**: UFAN will be responsible for the promotion of all of the events and activities held at the Premises at its own sole cost and expense.
 7. **REPAIRS AND MAINTENANCE**: The City will be responsible for major structural repairs to the Premises and any improvements thereon as well as all normal and customary maintenance with regard to the Premises and any improvements.
 8. **UTILITY BILLS**: The City shall be responsible for all utility bills associated with the Premises.
 9. **TERM**: The term of this agreement shall begin upon execution of the agreement by both parties and shall run for thirty (30) successive days. Unless thirty (30) days of prior written notice of termination is given by either party, this agreement shall automatically renew for a successive period of thirty (30) days until terminated.
 10. **TERMINATION OF AGREEMENT**: The City has the right to cancel this agreement upon giving thirty (30) days written notice with or without cause. UFAN shall provide thirty (30) days' notice to the City Manager of its intent to terminate this contract for any reason.
 11. **CITY USE OF FACILITIES**: UFAN shall cooperate with the City in the scheduling of any City events at the Premises that does not conflict with a previously scheduled event.
 12. **CITY'S ACCESS**: The City shall have the right to enter the Premises at all reasonable times to make repairs, perform any necessary maintenance or for any other reason.

13. **ALTERATIONS AND ADDITIONS:** UFAN shall not make any structural alterations, improvements, modifications, or additions within, on, or about the Premises without the prior written consent of the City. To the extent that the City may consent or agree in writing to any structural or non-structural alterations, modifications, or additions within, on, or about the Premises, UFAN acknowledges that any such alterations, modifications, or additions shall be at UFAN's sole expense and UFAN shall pay all bills for labor and material incurred in connection therewith and UFAN shall permit no materialmen's or supplier's lien to be levied, claimed or filed against the Premises, the real property upon which such Premises in situate or any part or portion thereof. In the event of the filing of such lien, UFAN shall take such action as may be required to cause said lien to be removed, cancelled, or satisfied as respects to UFAN and the real property on which it is situate. UFAN understands and agrees that any and all structural alterations, modifications, or additions made within, on or about the Premises shall become permanent fixtures and shall not be removable by UFAN on the normal termination or prior termination of this agreement as provided for herein this Agreement.
14. **DESTRUCTION OF OR DAMAGE TO THE PREMISES:** If the Premises are totally destroyed by storm, fire, lightning, earthquake, or other casualty, or so substantially damaged as to make the terms of this agreement impossible by reason of such cases, this agreement terminate as of the date of such destruction or damage.
15. **INSURANCE:** UFAN shall, at its expense, procure and throughout the time that this Management Agreement is in force, maintain the following insurance:
- Comprehensive Public Liability Insurance (also known as General Liability Coverage), on an occurrence basis with minimum limits of liability of not less than One Million Dollars US (\$1,000,000) for bodily injury, personal injury, death and medical payments to any one (1) person and Two Million Dollars US (\$2,000,000) for bodily injury, personal injury, death and medical payments to more than one (1) person and Five Hundred Thousand Dollars US (\$500,000) for damage to property.*
16. **INDEMNITY:** UFAN shall indemnify and save harmless the City from and against any and all loss, cost (including reasonable attorney fees), damage, expense and liability (including statutory liability and liability arising under the Workman's Compensation Laws) in connection with any and all claims (including claims arising from the condition of the agreement Premises or of any driveway, sidewalk, or parking lot on or adjacent to the agreement Premises) for damages as a result of injury or death of any person or property damage to any property sustained by:

- A. UFAN's partners, customers, invitees, agents, employees, contractors, and subcontractors, their partners, agents, and employees, regardless and irrespective of the cause of such claims for damages, and
 - B. All other persons, including the City's agents and employees, if such injury, death, property damage arises from or in any manner or grows out of any act or neglect on or about the Premises (including any driveway, sidewalk, or parking lot on or adjacent to the Northeast Side of the Premises) by UFAN or any UFAN partners, customers, invitees, agents, employees, contractors, and subcontractors, their partners, agents, and employees or which arise from or in any manner grow out of any defect in any undertaking hereunder by UFAN or any failure of UFAN to comply with the provisions of this agreement.
 - C. In the event that any action or proceeding is brought against the City by reason of any such claim, then UFAN upon notice from the City, shall defend such action or proceeding at UFAN cost, and UFAN shall pay all costs and attorney fees and any judgement or decree and interest thereon which may be entered against the City. The obligations imposed upon UFAN by this Paragraph Number Sixteen (16) accruing prior to any termination of the initial or any subsequent term of this agreement shall survive such termination.
17. **GOVERNMENTAL ORDERS:** UFAN agrees, at its sole expense, to promptly comply with all federal, state, and local laws, rules and regulations including compliance with the City of Norcross' Code and Zoning regulations. UFAN further agrees to comport with the requirements of any legally constituted public authority made necessary by reason of UFAN's occupancy or management of the Premises.
18. **REMOVAL OF FIXTURES – CONDITIONS OF PREMISES UPON TERMINATION:** UFAN may (if not in default hereunder) prior to the expiration of this agreement, or any extension or renewal hereof, remove all fixtures and equipment which UFAN has placed on the Premises, provided UFAN repairs all damage to the Premises caused by such removal. Not later than the last day of the term hereof, or any renewal or extension of the term hereof, UFAN shall, at UFAN's own expense, remove all of UFAN's personal property and improvements which have not become the property of the City, repair all damage done by or in connection with the installation and removal of said property and improvements and surrender the Premises to the City in substantially the same condition as the Premises were in when received by UFAN. Reasonable wear and tear, damage by fire, casualty or other cause not due to the misuse or neglect by UFAN, its partners, customers, invitees, agents, employees, or licensee accepted.

19. **EFFECT OF TERMINATION**: No termination of this agreement prior to the normal ending thereof, by lapse of time or otherwise, shall affect the City's right to enforce the provisions of this agreement for obligations that arose prior to termination.
20. **RIGHTS CUMULATIVE**: All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative and not exclusive nor restrictive to those given by law.
21. **WAIVER OF RIGHTS**: No failure of the City to exercise any power given the City hereunder, or to insist upon strict compliance by UFAN with its obligation hereunder, and no customer or practice of the parties at variance with the terms hereof shall constitute a waiver of the City's right to demand exact compliance with the terms hereof.
22. **TIME OF ESSENCE**: Time is of the essence for this agreement.
23. **SIGNS**: No sign, billboard, or other advertising may be placed on the Premises or on the grounds outside the Premises by UFAN without the City's prior written approval. The City reserves the right to approve the size and style set forth on any such sign and the City shall have the right to specify and designate wherein any such sign shall be placed with reference to the premises as well as the manner and method of installation of any such sign.
24. **OUTSIDE STORAGE**: UFAN agrees that there is to be no outside storage of supplies or materials except as permitted by the Zoning Ordinances of the City of Norcross for the zoning classifications of the Premises. This paragraph is of utmost importance and must be strictly adhered to.
25. **APPLICABLE LAW**: The parties hereto acknowledge and agree that this Agreement shall be governed and interpreted in accordance with the laws of the State of Georgia.
26. **LEGAL RESTRICTIONS**: This Agreement is subject to any requirements and limitations as provided by the City Charter, the laws of the State of Georgia, the laws of the United States, and all applicable local, state, or federal regulations as they apply to the City of Norcross and its properties. Such limitations shall include, but not limited to, the ability of the City Council to bind any future City Councils as to prevent free legislation in matters of municipal government, and any provisions of the Georgia Constitution that prohibit the granting of gratuities by local government.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
 COUNCILMEMBER **ARLENE BECKLES** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6280	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/20/2021 6:30 PM	In Control:	Policy Work Session
Title:	German Car Show Alcohol Resolution		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - German Car Show Alcohol Resolution](#)
2. [German Car Show Resolution](#)

Title

German Car Show Alcohol Resolution

Drafter

Madison Chucci



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS** •
COUNCILMEMBER **BRUCE GAYNOR** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council
From: Mary Beth Bender
Meeting Date: September 20, 2021 – Policy Work Session
Item No.: 21-6280
Title: German Car Show Alcohol Resolution
CC: Eric Johnson

Recommendation: Public Works, Utilities, & Parks is asking to proceed with the attached Alcohol Resolution for the presence and sale of alcoholic beverages at the 2021 German Car Show.

Background: The German Car Show is a special event for which a temporary license to sell alcohol may be issued, subject to the requirements of Norcross Code of Ordinances, Chapter 4, Section 4-5 and 4-7. The resolution approves the issuing of an Alcohol Permit for the sale of malt alcoholic beverages (beer, wine and hard cider) in Downtown Norcross by a licensed vendor between the hours of 10:00 a.m. -4:00 p.m. on Oct. 30, 2021.

Financial Impact: N/A

Consistent with Comprehensive Plan? Yes, this falls under Sustainability & Quality of Life. The City of Norcross takes pride in providing a high quality of life for it's residents. Special events such as the German Car Show add to the social health, well being and overall quality of life for our residents.

Next Steps: Issue Alcohol Permit

Attachments: German Car Show Alcohol Resolution

65 LAWRENCEVILLE STREET, NORCROSS, GEORGIA 30071
(678) 421-2027 **UPSTAIRS CITY HALL** (770) 242-0824 **FAX** (770) 448-2111 **POLICE DEPARTMENT**
<http://www.norcrossga.net>

Attachment: Agenda Report - German Car Show Alcohol Resolution (21-6280 : German Car Show Alcohol Resolution)

**RESOLUTION TO ISSUE A SPECIAL ALCOHOL PERMIT, TO PERMIT THE
SALE AND CONSUMPTION OF ALCOHOL IN TO-GO CUPS, AND TO
PERMIT OPEN CONTAINERS DURING THE GERMAN CAR SHOW**

WHEREAS, the Parks and Recreation Division of the City of Norcross Department of Public Works, Utilities and Parks has scheduled the German Car Show; and

WHEREAS, the Mayor and Council of the City of Norcross, Georgia have determined that German Car Show is a special event for which a temporary license to sell alcohol may be issued, subject to the requirements of Norcross Code of Ordinances, Chapter 4, Section 4-5 and 4-7; and

WHEREAS, the 2021 German Car Show is scheduled to be set up in Downtown Norcross on October 30, 2021; and

WHEREAS, A licensed vendor has requested that the City of Norcross, Georgia (hereinafter, the "City") issue a special alcohol permit to allow the sale of alcoholic beverages during the 2021 German Car Show between the hours of 10:00 a.m. – 4:00 p.m. on October 30, 2021; and

WHEREAS, the Mayor and Council of the City of Norcross, Georgia have determined that the public interest will be served by issuing a Special Alcohol Permit for the 2021 German Car Show permitting the sale of malt alcoholic beverages (beer, wine and hard cider) in Downtown Norcross by a licensed vendor between the hours of 10:00 a.m. -4:00 p.m. (hereinafter, the "designated hours") on October 30, 2021 pursuant to Norcross Code of Ordinances, Chapter 4, Section 4-7; and

WHEREAS, the City has determined that the public interest will be served by granting an exception for the 2021 German Car Show permitting the open consumption and possession of alcoholic beverages by the public in Downtown Norcross during the designated hours, subject to the requirements of the Norcross Code of Ordinances, Chapter 4, Section 4-5.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Norcross, Georgia as follows:

- I. Special Alcohol Permit for Licensed Vendor to Sell Malt Beverages:** A growler company or licensed vendor (to be determined) a state and county licensed beer vendor, whose principal business address is to be determined, (hereinafter, the "Vendor") upon satisfying the following conditions, shall be issued a Special Alcohol Permit and a temporary license to allow the sale of malt alcohol beverages by said Vendor between the hours of 10:00 a.m. and 4:00 p.m. at the German Car Show in Downtown Norcross pursuant to Norcross Code of Ordinances, Chapter 4, Section 4-7, and the following conditions, as follows:

- (1) Prior to the issuance of said Special Alcohol Permit, the Vendor must complete all applications and pay the required fees required by the City Norcross Code of Ordinances, Chapter 4, Section 4-7 (a)(4).
- (2) Prior to the issuance of said Special Alcohol Permit, said Vendor shall provide the City with a certificate of insurance in an amount not less than \$1,000,000.00 and shall name the City, its elected officials and employees as additional insureds under the terms of the policy.
- (3) The Vendor shall be required to comply with all the general ordinances and licensing regulations for a "consumption on the premises" establishment with the exception of the full-service kitchen requirement. Norcross Code of Ordinances, Chapter 4, Section 4-7 (a)(5).
- (4) Any employee of the Vendor working during the 2021 German Car Show in any position dispensing, selling, serving, taking orders or pouring alcoholic beverages shall not be required to obtain a pouring permit for the German Car Show, Code of Ordinances, Chapter 4, Section 4-7 (b).
- (5) Prior to the issuance of said Special Alcohol Permit, said Vendor shall provide the City with satisfactory proof that Vendor agrees to indemnify and hold the City, its elected officials and employees harmless from any and all claims, demands or other causes of action arising from any of the activities associated with the German Car Show. Norcross Code of Ordinances, Chapter 4, Section 4-7 (d).
- (6) Prior to the issuance of said Special Alcohol Permit, Downtown Norcross where Vendor will set up its alcohol vending operations locations must be approved by the City Manager or his designee and each location must be approved by the Community Development Director. Norcross Code of Ordinances, Chapter 4, Section 4-7 (e) (2).

II. Exception Granted for Personal Consumption of Alcoholic Beverages by the Public: An exception for the 2021 German Car Show is hereby granted to permit open consumption and possession of alcoholic beverages in paper or plastic cups only in Downtown Norcross and the streets and sidewalks and other public places within or immediately adjacent to Downtown Norcross (as may be more specifically described in the crowd control, road closure and traffic control plan approved by the Chief of Police) during the designated hours, subject to the requirements of the Norcross Code of Ordinances, Chapter 4, Section 4-5.

III. Area Covered by Special Alcohol Permit and Exceptions: The Special Alcohol Permit and the Exceptions shall apply only to the area of Downtown Norcross for the 2021 German Car Show and the streets and sidewalks and other public places

within or immediately adjacent to Downtown Norcross, as may be more specifically described in the crowd control, road closure and traffic control plan approved by the Chief of Police (hereinafter the "designated areas").

IV. **Open Consumption, Open Container and Possession of Alcoholic Beverages on City Property are permitted during the Event.** The provisions of Norcross Code of Ordinances, Chapter 4, Sections 4-1, 4-3 and 4-4 shall not apply during the designated hours or in the designated area for the 2021 German Car Show.

V. **Restrictions on Open Consumption, Open Container and Possession of Alcoholic Beverages during the Event.** The provisions of Chapter 4, Sections 4-5 (b) (1) through (3) shall control the distribution and sale of malt alcohol beverages by the Vendor and the personal consumption of alcoholic beverages by members of the public during the designated hours and in the designated areas for the 2021 German Car Show, namely:

1. *One drink limit.* The Vendor and any establishment licensed to dispense alcoholic beverages by the drink is authorized to dispense an alcoholic beverage in a paper or plastic cup, or other container other than a can, bottle, or glass; provided, however, that the Vendor shall not dispense to any person more than one such alcoholic beverage at a time, and no person shall remove at one time more than one such alcoholic beverage from the Vendor.
2. *Size limited to 16 fluid ounces.* No container in which an alcoholic beverage is dispensed and removed from the Vendor shall exceed 16 fluid ounces in size. No person shall hold in his possession in Downtown Norcross or on the streets and sidewalks, or in other public places within or immediately adjacent thereto any open alcoholic beverage container which exceeds 16 fluid ounces in size; and
3. *Drinking from can, bottle, or glass prohibited.* It shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a can, bottle, or glass or to possess in an open can, bottle, or glass any alcoholic beverage on the streets and sidewalks, rights of way, and parking lots, whether public or private including, but not limited to in Downtown Norcross and the streets and sidewalks, or in other public places within or immediately adjacent thereto.

VI. **Approval by Chief of Police:** Prior to the issuance of said Special Alcohol Permit, a crowd control, road closure and traffic control plan proving for the orderly movement of motor vehicle and pedestrian traffic during the 2021 German Car Show must be approved by the Chief of Police for crowd control, traffic control measures and security measures. Norcross Code of Ordinances, Chapter 4, Section 4-7 (e)(1).

- VII. Revocation of Special Alcohol Permit.** The City Manager or his designee shall immediately revoke the Special Alcohol Permit for the 2021 German Car Show, without notice, if he or the Chief of Police determines that continued alcohol sales may endanger the health, welfare or safety of the public. Upon such revocation, the Vendor shall immediately cease the sale of alcoholic beverages, and the Vendor shall take such steps as are deemed reasonable and prudent by the City Manager to secure and/or remove all alcoholic beverages from the 2021 German Car Show premises. Norcross Code of Ordinances, Chapter 4, Section 4-7 (c).
- VIII. Cancellation of Event.** In the event that the 2021 German Car Show is cancelled, this Special Alcohol Permit and these Exceptions shall also be revoked.
- IX. Compliance with Laws.** The Vendor and all establishments licensed to dispense alcoholic beverages by the drink shall at all times comply with all federal, state and local laws and regulations.

ADOPTED this ___ day of _____, 2021.

Newton, Mayor

ATTEST:

Monique Lang, City Clerk



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
 COUNCILMEMBER **ARLENE BECKLES** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6281	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/20/2021 6:30 PM	In Control:	Policy Work Session
Title:	Wayfinding/Signage Identify Needs Discussion		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Wayfinding](#)
2. [Sky Designs Approximate Cost Range for Gateway Signage](#)
3. [Summerour Park Sign Quote and Rendering](#)
4. [Gateway Renderings](#)
5. [Kiosks Quote and Rendering](#)
6. [Norcross Park ID - Veterans Park](#)

Title

Wayfinding/Signage Identify Needs Discussion

Drafter

Pam Ledbetter



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
COUNCILMEMBER **BRUCE GAYNOR** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council

From: Pam Ledbetter

Meeting Date: September 20, 2021 – Policy Work Session

Item No.: 21- 6281

Title: WayFinding/Signage Identify Needs Discussion

CC: Eric Johnson

Recommendation

Recommendation by staff is to create a strategic schedule going forward for production and installation of the Gateway Signage as identified by audit findings/report done by Sky Designs and as prioritized by staff, as well as two kiosk signs to be placed in Lillian Webb Park, as these items are not currently set as budgeted items.

Background

A city-wide audit of current wayfinding was conducted in 2019 by Sky Designs to determine opportunities for gateway signage as well as to do an inventory of every sign within the city and to determine the condition of each (brand, condition, placement). Once this was done, council approved the repairs and/or refacing of any signage within the city that did not meet brand or was in poor/fair condition. This was completed in 2020. We also replaced any parking signs in the downtown area that were not produced as the approved sign branding. This was completed in 2021. At this point, we would like to identify next steps in the wayfinding and create a schedule for these larger investments to produce the gateway signage by prioritizing locations.

Financial Impact

- Our first request is to create two kiosk signs to be placed in Lillian Webb Park which is a great draw of traffic to our city especially with the Brunswick and library development projects and the events held in the park. This would be at a cost of \$30,546.
- Replace Summerour Park Sign at a cost of \$25,572.
- We would also like to determine and prioritize the gateway signage, which cost range based on approximations by Sky Design from \$143,600-\$363,200.

- Good fit as SPLOST potential projects. Pending SPLOST allocation.

Consistent with Comprehensive Plan?

Yes

Next Steps

Once guidance offered by Mayor and Council then, we will get competitive bids associated for each location determined for the Wayfinding and will schedule as directed for future installations.

Attachments

- Sky Designs Approximate Cost Range for Gateway Signage
- Summerour Park Sign Quote and Rendering
- Gateway Renderings
- Kiosks Quote and Rendering
- Norcross Park ID - Veterans

Update

PRELIMINARY BUDGETARY ALLOWANCES

City of Norcross - Signage Masterplan

31544.00

09.16.2019

prepared by:
sky design

				LOW		HIGH	
SIGN TYPE	DESCRIPTION	REF SHEET	QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
EXTERIOR							
A	Primary Gateway*	-	4	\$25,000.00	\$100,000.00	\$65,000.00	\$260,000.00
B	Secondary Gateway*	-	4	\$20,000.00	\$80,000.00	\$40,000.00	\$160,000.00
				SUBTOTAL	\$100,000.00	SUBTOTAL	\$260,000.00
				INSTALLATION (25%)	\$25,000.00	INSTALLATION (25%)	\$65,000.00
				ADDITIONAL COSTS (IF ANY)	\$10,000.00	ADDITIONAL COSTS (IF ANY)	\$20,000.00
				APPLICABLE PERMITS	\$600.00	APPLICABLE PERMITS	\$600.00
				APPLICABLE TAXES (6%)	\$6,000.00	APPLICABLE TAXES (6%)	\$15,600.00
				SHIPPING	\$2,000.00	SHIPPING	\$2,000.00
				TOTAL (LOW)	\$143,600.00	TOTAL (HIGH)	\$363,200.00

* These are estimates for budget discussion only. Final quantities TBD.

** Greyed out numbers are not included in the Totals. This is included just to convey a rough alternate cost.



EXISTING



FRONT VIEW

SIDE VIEW

MAIN ID - DOUBLE SIDED

- (x2) 5" DIA. FLUTED POSTS
- 50" DIA. x 2" DEEP FABRICATED ALUMINUM MEDALLION
- (x2) 1/4" THK. ALUMINUM RINGS & LETTERS
- CAST PLAQUE
- 22" x 89" x 1-1/2" DEEP FABRICATED ALUM. CABINET
- STONE CAP
- COVER EXISTING STONE BASE WITH NEW STONE

PROJECT:	SUMMEROUR PARK
LOCATION:	NORCROSS, GA
CLIENT:	SUMMEROUR PARK
SALESMAN:	MICHELLE
FILE:	SUMMEROUR PARK
ARTIST:	GT
SCALE:	1/2" = 1'-0"
DATE:	08/25/21
 A1SIGNS.COM 770.448.7446 6334 BUFORD HWY NORCROSS, GA 30071	
ALL SKETCHES & DESIGNS OR ANY FACSIMILE THEREOF ARE THE COPYRIGHTED PROPERTY OF A1 SIGNS, INC. IF USED OR CONSTRUCTED BY OTHERS, A1 SIGNS, INC. WILL BE DULY PAID FOR DESIGNS AND ARTWORK.	
INITIALS	
DATE	
PRIMARY WIRING OF ADEQUATE VOLTAGE AND CIRCUITS TO SIGN FURNISHED & CONNECTED BY CUSTOMER	

SUMMEROUR PARK

325 PRICE PLACE
CITY OF NORCROSS PARKS & RECREATION
PARK HOURS 8:00AM ~ 10:00PM





Submitted to
City of Norcross c/o Pam Ledbetter
Communications/Mktg Dept
65 Lawrenceville Street NW
Norcross, GA 30071

Jobsite / Project
City of Norcross
Communications/Mktg
Summerour Park
Norcross, GA 30071

PROPOSAL

Contact name: **Pam Ledbetter**
 Contact Phone: **770.842.2551**
 Contact eMail: **pam@accentcreativegroup.com**
 Quote Number: **19776**
 Quote Date: **Aug 24, 2021**
 Quote Expires **Sep 23, 2021**

H.4.c

Quantity	Description	Unit Price	Amount
1.00	Old Park sign__Bring monument to Norcross Brand standards/ Blk Posts & 50" Ovals & cast plaques- Park symbols /overall size is approx 83" x 10'	15,601.30	15,601.30
1.00	Posts, Backer panels	3,756.50	3,756.50
1.00	Rock, Installation & Masonry Labor (re-face existing stone base)	6,205.00	6,205.00
	Old Park sign__at Summer our Park--Bring monument current to match Norcross Brand standards/ including re-face new stone base / Blk Posts & 50" Ovals & Park symbols / as needed		

We propose hereby to furnish labor and materials - complete in accordance with the above specifications.

Subtotal	25,562.80
Taxable	15,601.30
Sales Tax	
Non-Taxable Items	9,961.50
TOTAL \$	25,562.80

Payment to be made as follows: **50% deposit / Balance net due**

Authorized A1 Sales Rep: **Michelle Dorminey**

PROPOSAL ACCEPTANCE :

The above prices, specifications and conditions are satisfactory and are accepted.
 A1 Signs, Inc. is authorized to do the work as specified. Payment will be made as outlined ab

AUTHORIZED SIGNATURE

TITLE

DATE

PAGE 1 of PROPOSAL Signature on this proposal also indicates agreement to Terms & Conditions listed on PAGE 2

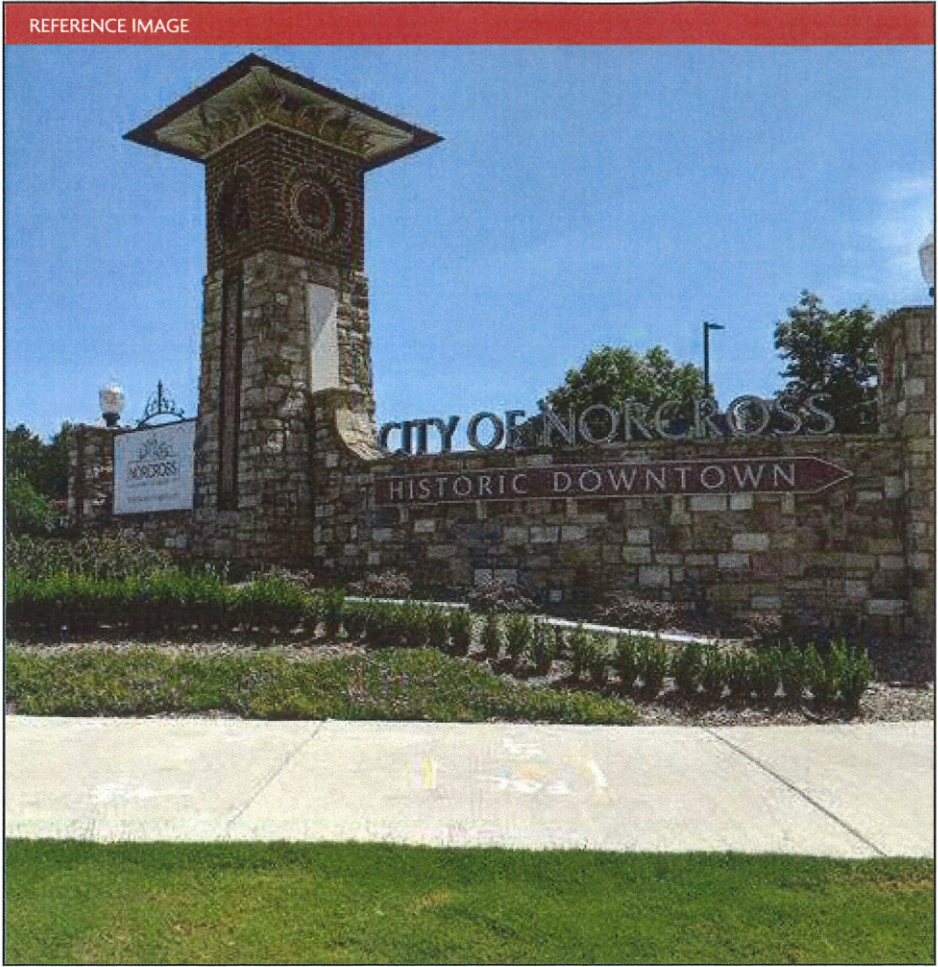
INITIAL

Attachment: Summerour Park Sign Quote and Rendering (21-6281 : Wayfinding/Signage Identify Needs Discussion)

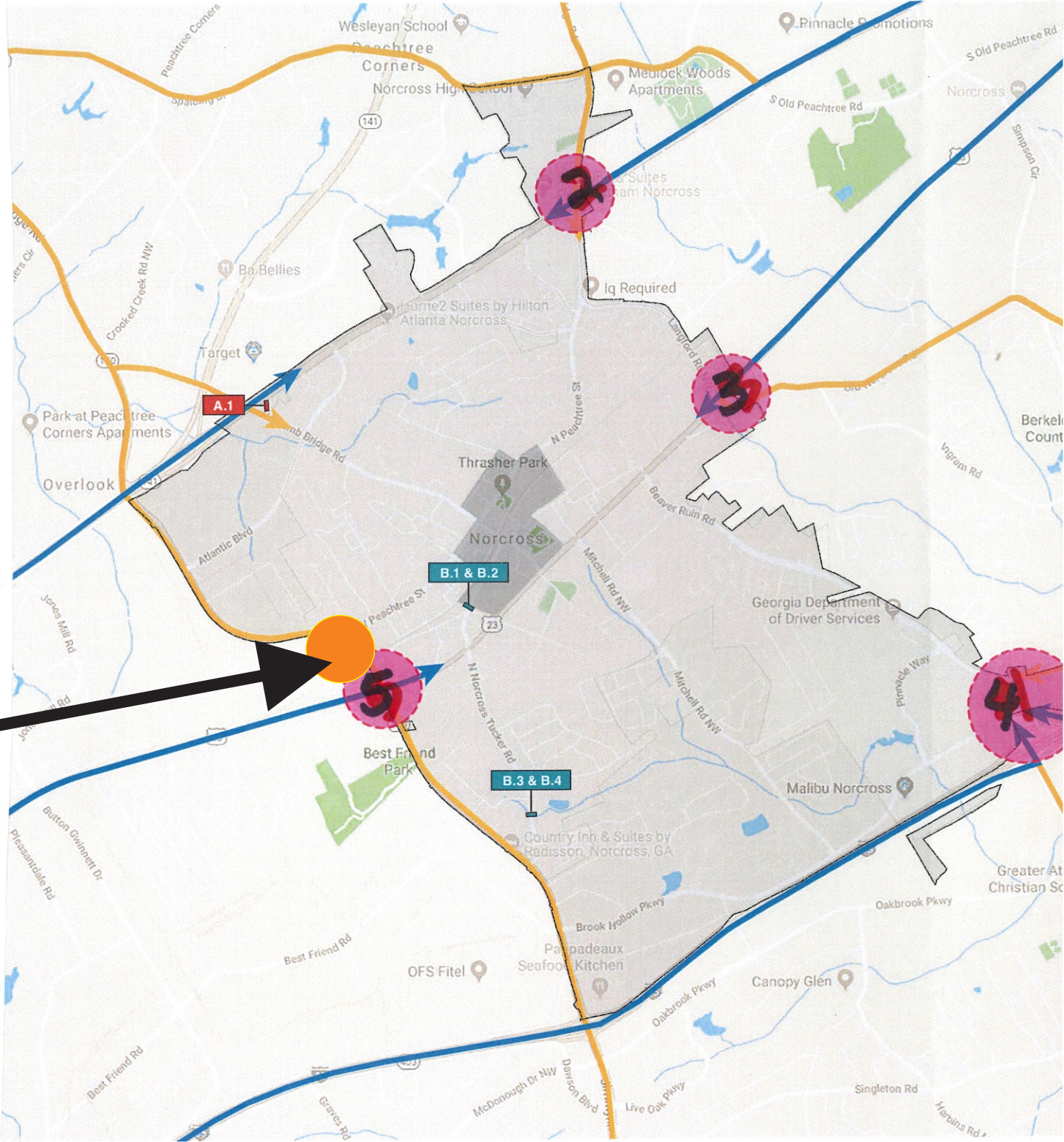
SIGN TYPE A: **LOCATION: A.2 3 4 5 proposed layout**



PROJECT: Phase 4 / Type A Gateways	SALESMAN: Michelle	SCALE: SCALE	ALL SKETCHES & DESIGNS OR ANY FACSIMILE THEREOF ARE THE COPYRIGHTED PROPERTY OF A1 SIGNS, INC. IF USED OR CONSTRUCTED BY OTHERS, A1 SIGNS, INC. WILL BE DULY PAID FOR DESIGNS AND ARTWORK. INITIALS DATE	PRIMARY WIRING OF ADEQUATE VOLTAGE AND CIRCUITS TO SIGN FURNISHED & CONNECTED BY CUSTOMER		A1SIGNS.COM 770.448.7446 6334 BUFORD HWY NORCROSS, GA 30044
LOCATION: Norcross	FILE: FILE	DATE: 8-14-20				
CLIENT: Norcross	ARTIST: Michelle					



Jimmy Carter / South Peachtree



Attachment: Gateway Renderings (21-6281 : Wayfinding/Signage Identify Needs Discussion)

s, Georgia



PROJECT: CITY OF NORCROSS		H.4.e
LOCATION: CITY OF NORCROSS		
CLIENT: CITY OF NORCROSS		
SALESMAN: MICHELLE		
FILE: CITY OF NORCROSS		
ARTIST: GT		
SCALE: 1"=1'-0"		
DATE: 09/10/21		
 A1SIGNS.COM 770.448.7446 6334 BUFORD HWY NORCROSS, GA 30071		
ALL SKETCHES & DESIGNS OR ANY FACSIMILE THEREOF ARE THE COPYRIGHTED PROPERTY OF A1 SIGNS, INC. IF USED OR CONSTRUCTED BY OTHERS, A1 SIGNS, INC. WILL BE DULY PAID FOR DESIGNS AND ARTWORK. INITIALS DATE		
PRIMARY WIRING OF ADEQUATE VOLTAGE AND CIRCUITS TO SIGN FURNISHED & CONNECTED BY CUSTOMER		
Packet Pg. 42		

Attachment: Kiosks Quote and Rendering (21-6281 : Wayfinding/Signage Identify Needs Discussion)



Submitted to
City of Norcross c/o Pam Ledbetter
Communications/Mktg Dept
65 Lawrenceville Street NW
Norcross, GA 30071

Jobsite / Project
Kiosks for Lillian Webb Park
5 College Street
Norcross, GA 30071

PROPOSAL

Contact name: **Pam Ledbetter**
 Contact Phone: **770.842.2551**
 Contact eMail: **pam@accentcreativegroup.com**
 Quote Number: **16941**
 Quote Date: **Sep 13, 2021**
 Quote Expires **Oct 13, 2021**

H.4.e

Quantity	Description	Unit Price	Amount
2.00	2 qty /Kiosk Monuments, Aluminum construction to included 4 sides brick, roof & 4 changeable digital prints (to match existing kiosks)	12,942.00	25,884.00
2.00	Installation for 2 qty Kiosk in Lillian Park /1 at Main Park entrance/ 1 at bottom park entrance by Library /exact locations tbd	2,331.00	4,662.00
	Installation to be into dirt, addition charges will apply if concrete coring is needed for instalaltion.		

We propose hereby to furnish labor and materials - complete in accordance with the above specifications.

Payment to be made as follows: **50% Deposit / Balance on Completion**

Authorized A1 Sales Rep: **Michelle Dorminey**

Subtotal	30,546.00
Taxable	25,884.00
Sales Tax	
Non-Taxable Items	4,662.00
TOTAL \$	30,546.00

PROPOSAL ACCEPTANCE :

The above prices, specifications and conditions are satisfactory and are accepted.
 A1 Signs, Inc. is authorized to do the work as specified. Payment will be made as outlined ab

AUTHORIZED SIGNATURE

TITLE

DATE

PAGE 1 of PROPOSAL Signature on this proposal also indicates agreement to Terms & Conditions listed on PAGE 2

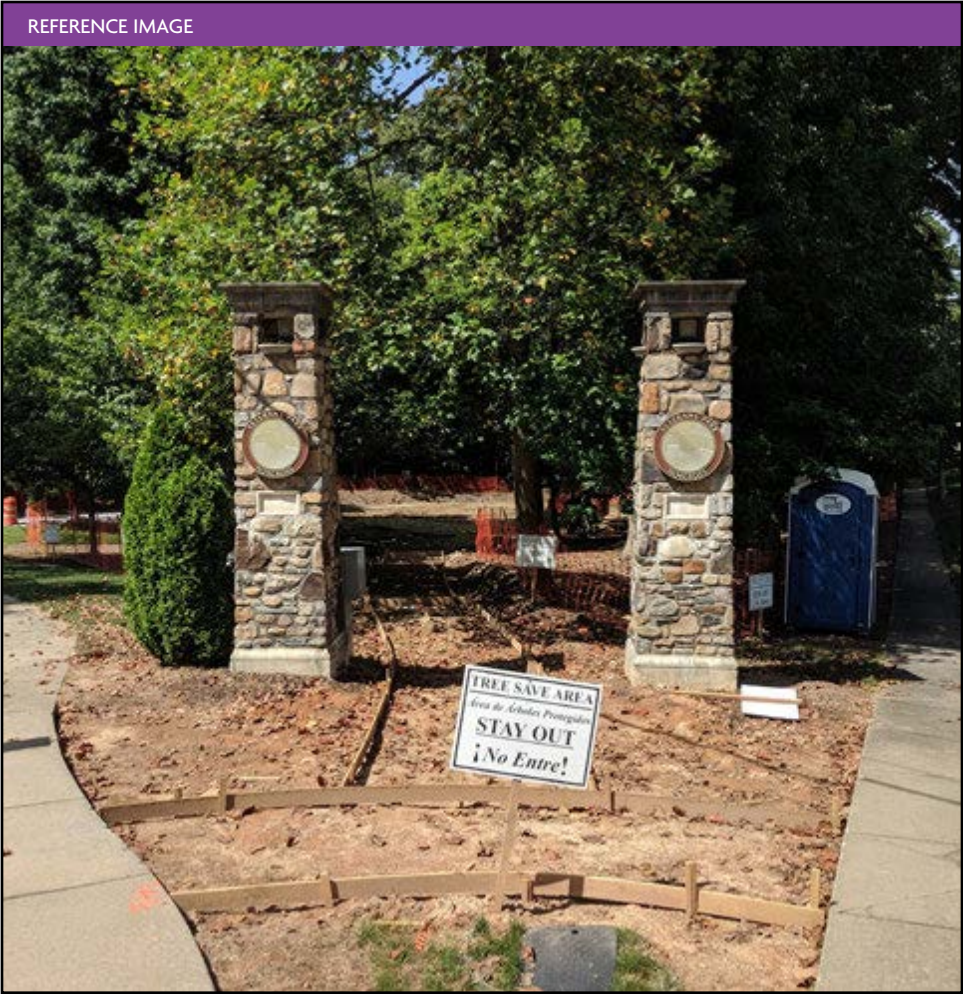
INITIAL

Attachment: Kiosks Quote and Rendering (21-6281 : Wayfinding/Signage Identify Needs Discussion)



SIGN TYPE 

PARK IDENTIFICATION
Quantity: 11



SIGN TYPE **D**

PARK IDENTIFICATION

D.1 & D.2

SIGN LOCATION NOTES	
NUMBER OF SIDES	1
MATCHES BRANDED SIGNAGE	YES
SIGN CONDITION	GOOD

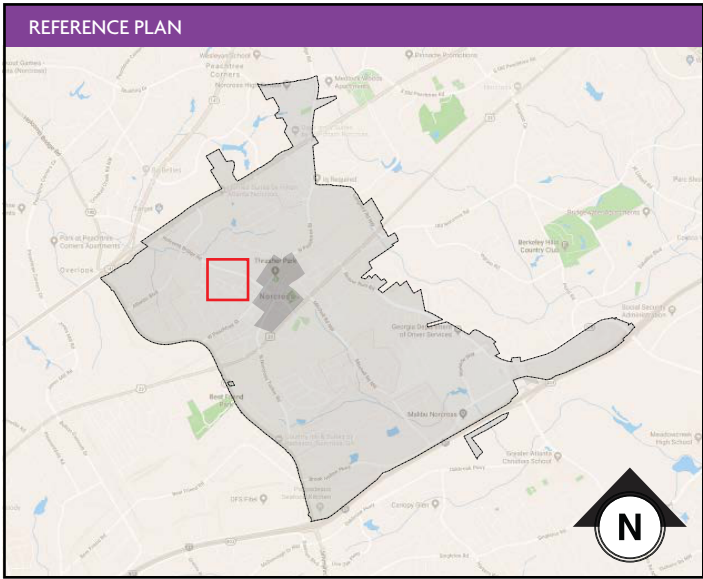
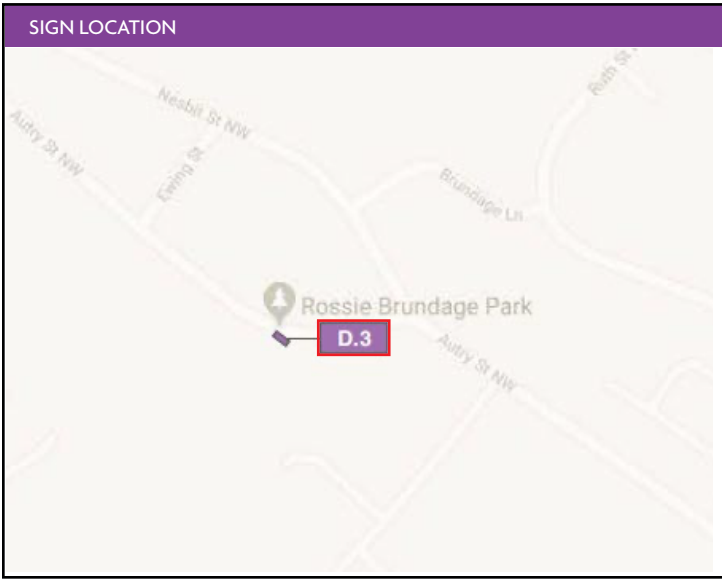
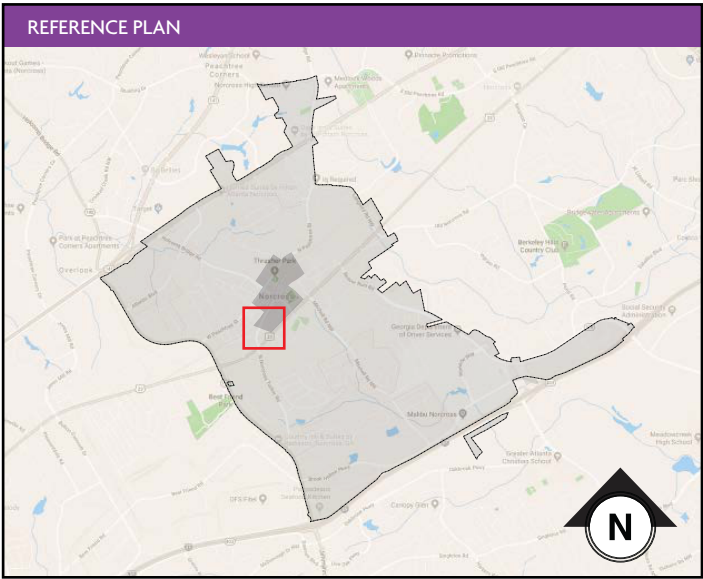
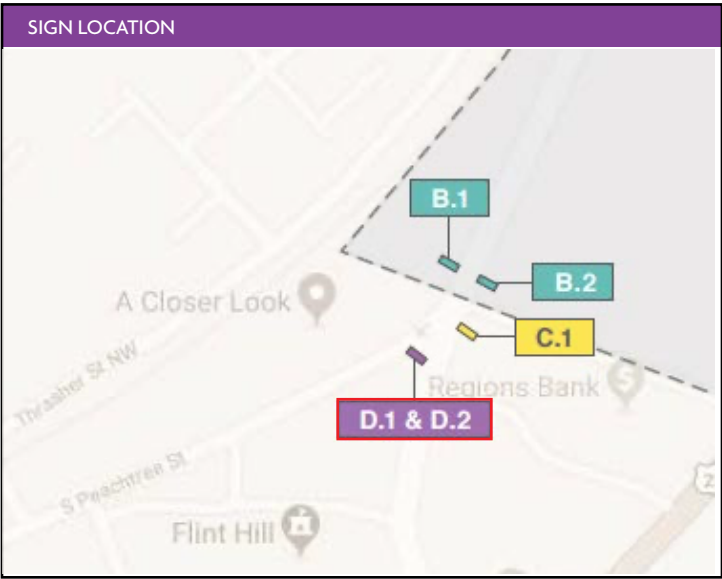


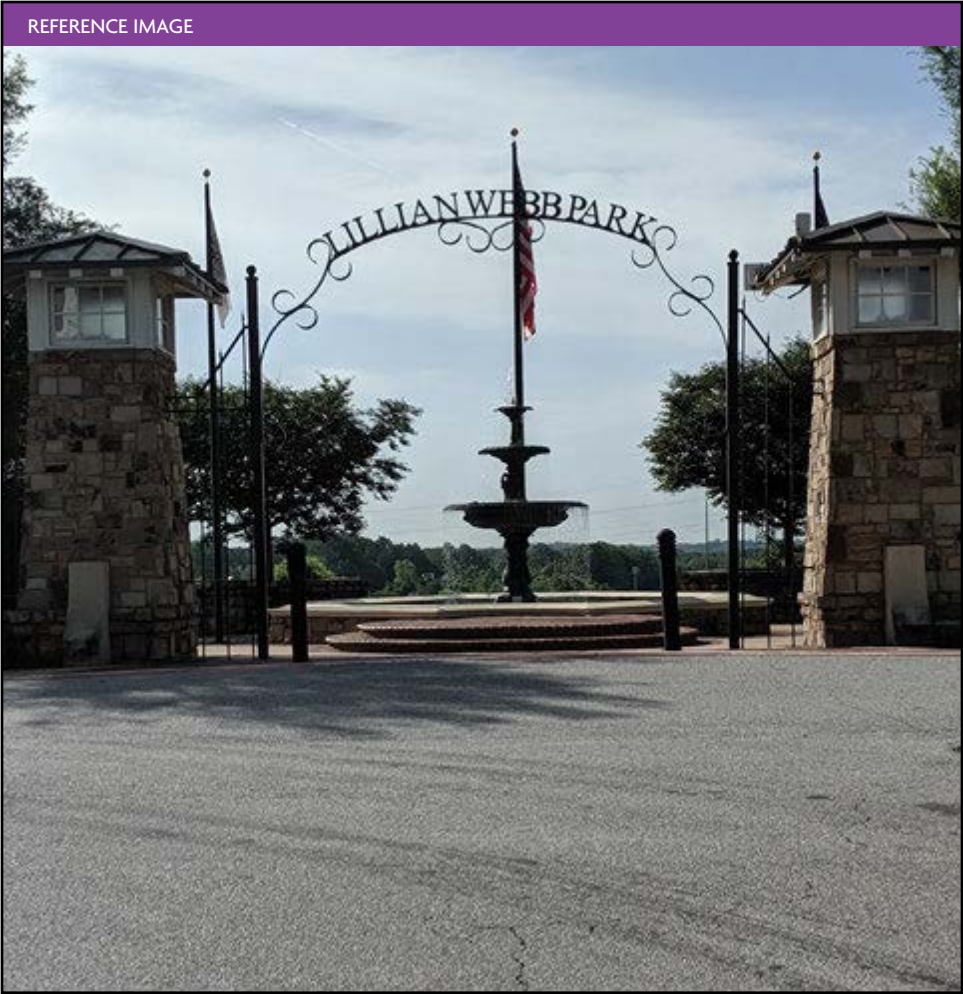
SIGN TYPE **D**

PARK IDENTIFICATION

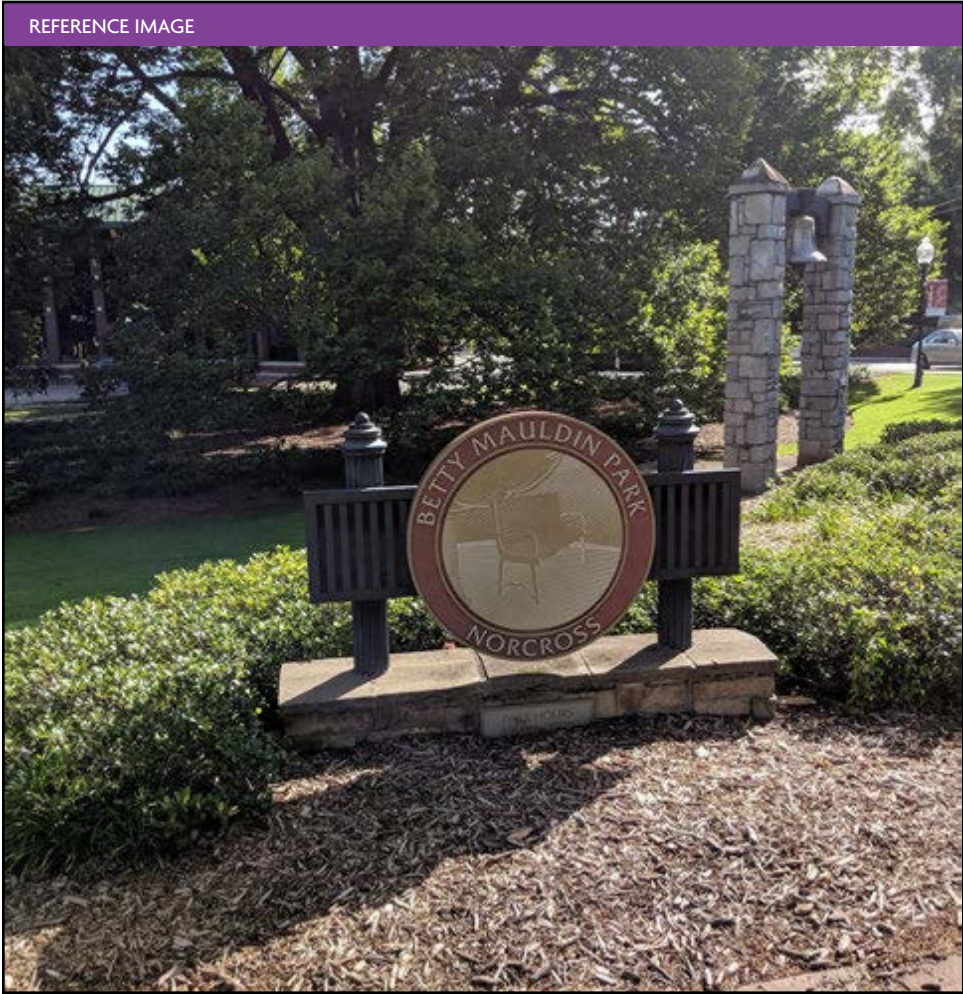
D.3

SIGN LOCATION NOTES	
NUMBER OF SIDES	1
MATCHES BRANDED SIGNAGE	YES
SIGN CONDITION	GOOD

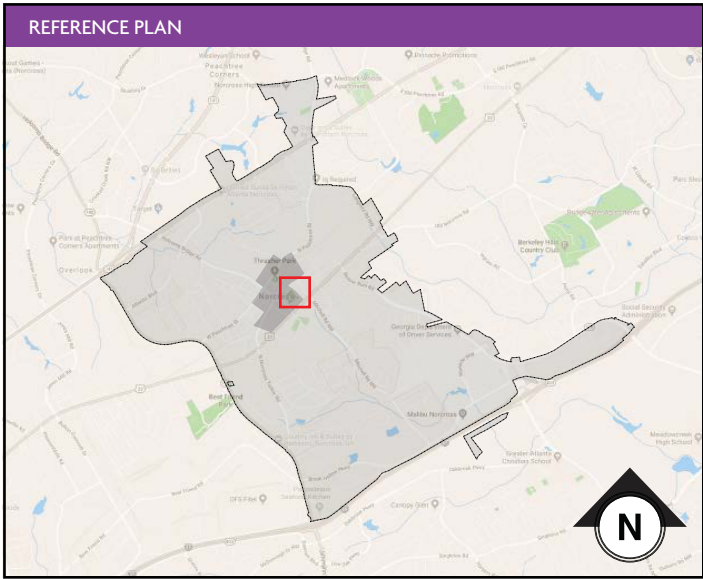
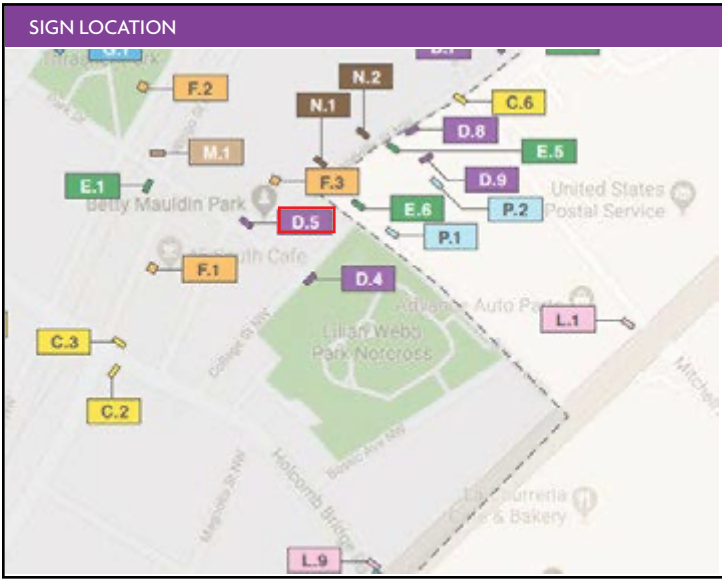
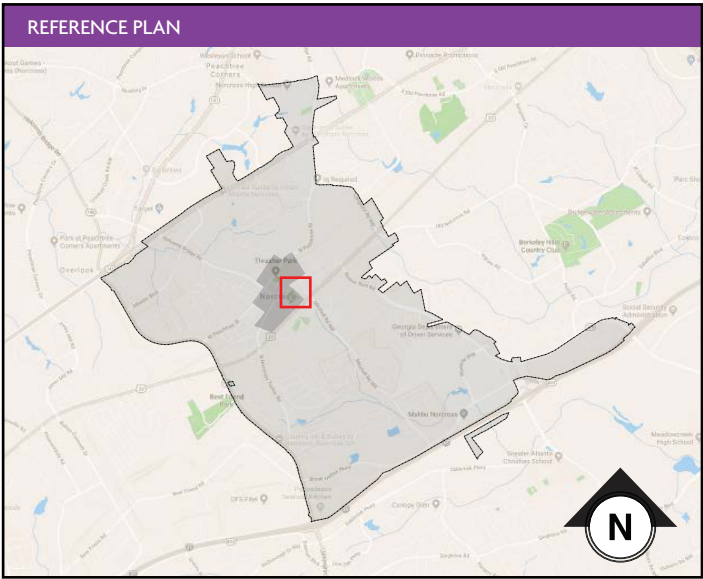
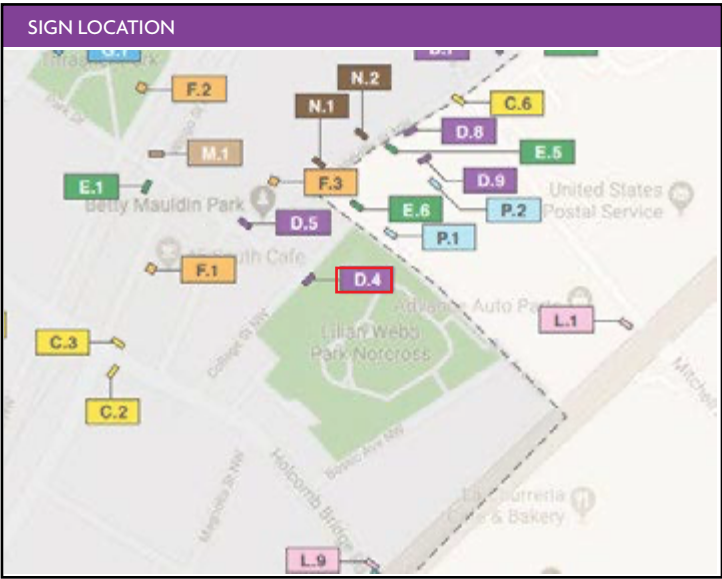




SIGN TYPE D	
PARK IDENTIFICATION	
D.4	
SIGN LOCATION NOTES	
NUMBER OF SIDES	1
MATCHES BRANDED SIGNAGE	YES
SIGN CONDITION	GOOD



SIGN TYPE D	
PARK IDENTIFICATION	
D.5	
SIGN LOCATION NOTES	
NUMBER OF SIDES	1
MATCHES BRANDED SIGNAGE	YES
SIGN CONDITION	GOOD



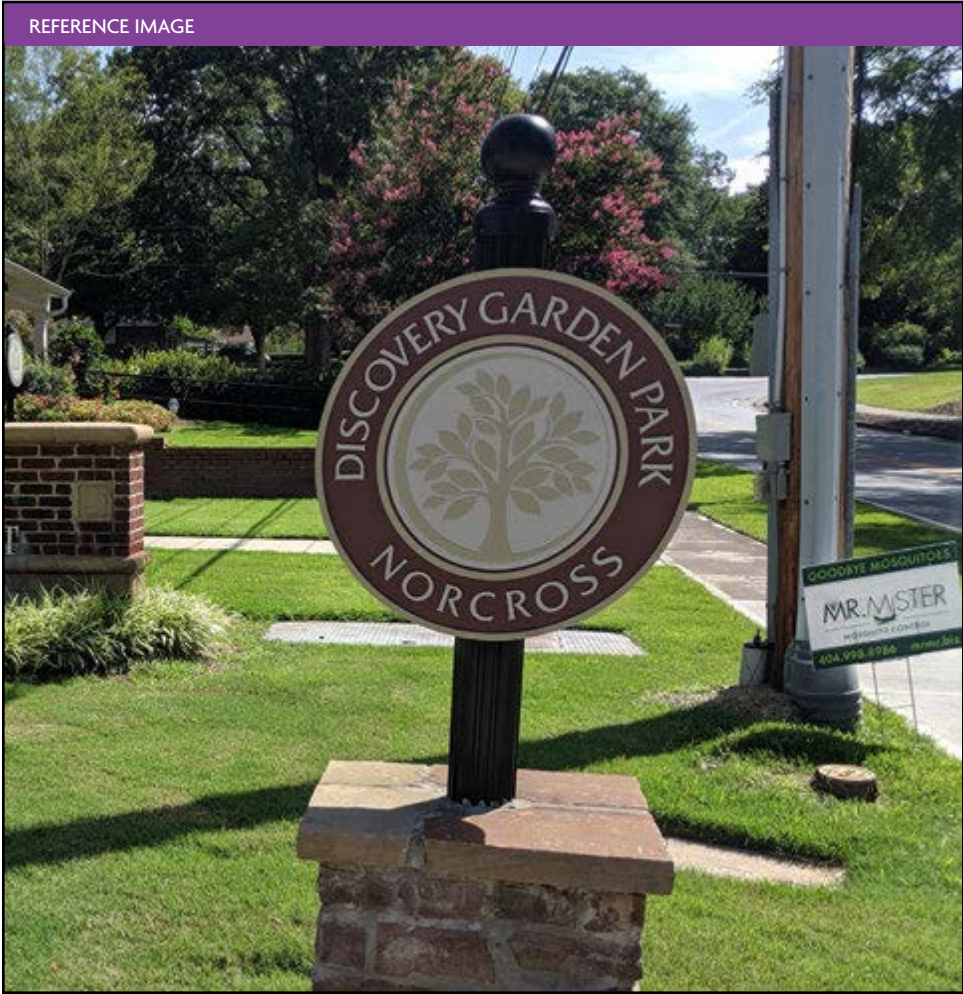


SIGN TYPE **D**

PARK IDENTIFICATION

D.6

SIGN LOCATION NOTES	
NUMBER OF SIDES	1
MATCHES BRANDED SIGNAGE	YES
SIGN CONDITION	GOOD

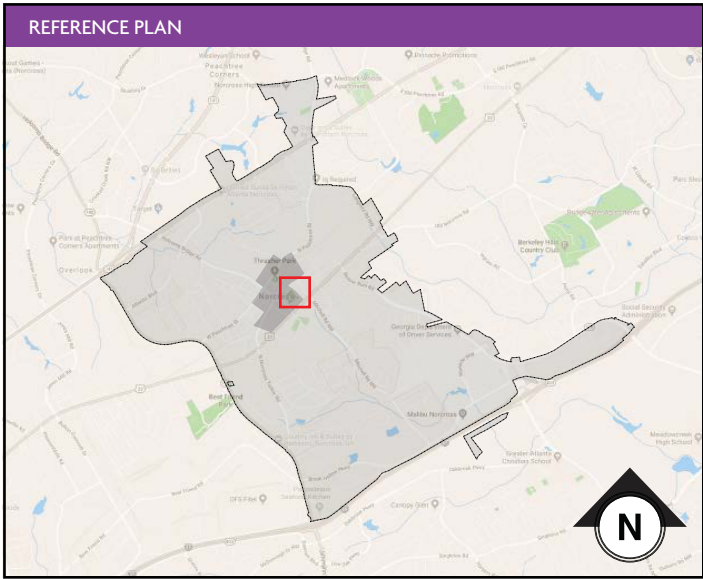
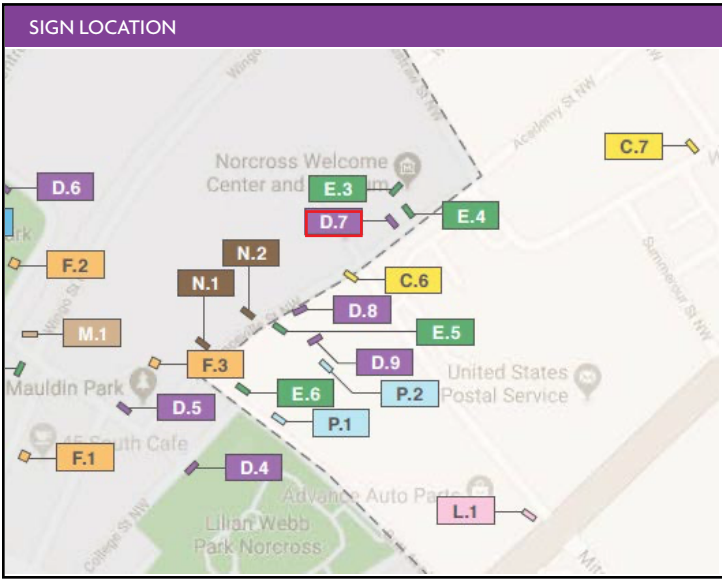
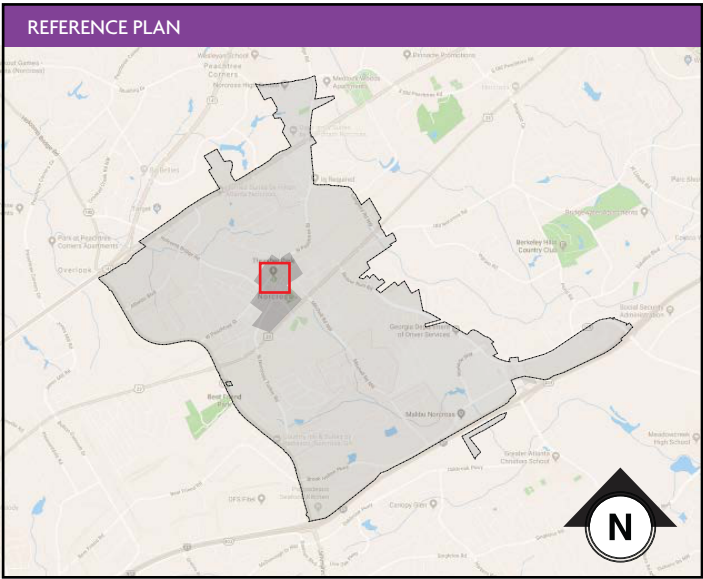
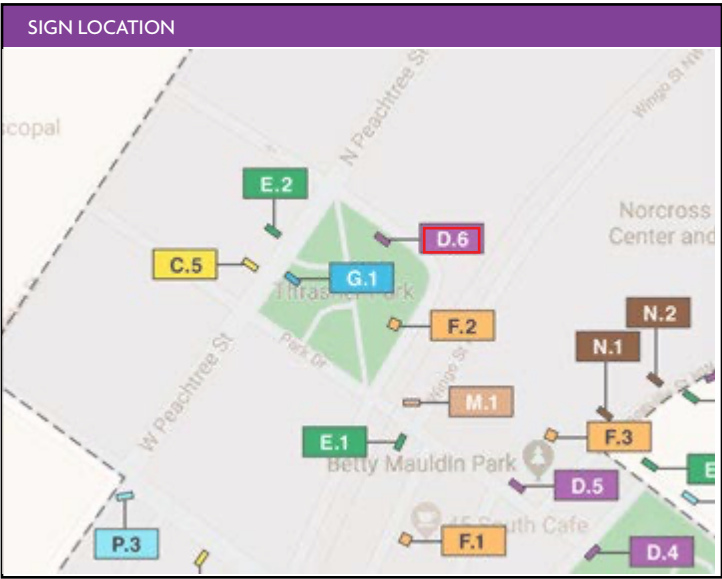


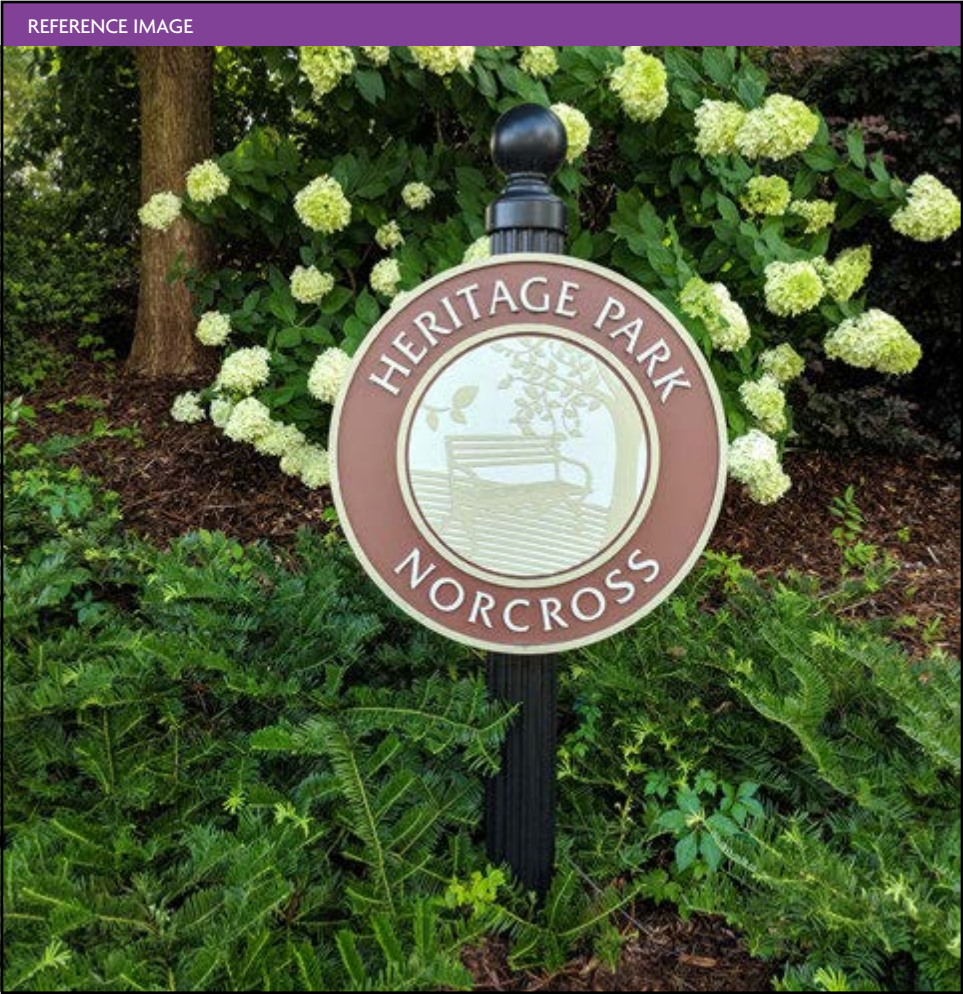
SIGN TYPE **D**

PARK IDENTIFICATION

D.7

SIGN LOCATION NOTES	
NUMBER OF SIDES	2
MATCHES BRANDED SIGNAGE	YES
SIGN CONDITION	GOOD





SIGN TYPE **D**

PARK IDENTIFICATION

D.8

SIGN LOCATION NOTES	
NUMBER OF SIDES	1
MATCHES BRANDED SIGNAGE	YES
SIGN CONDITION	GOOD

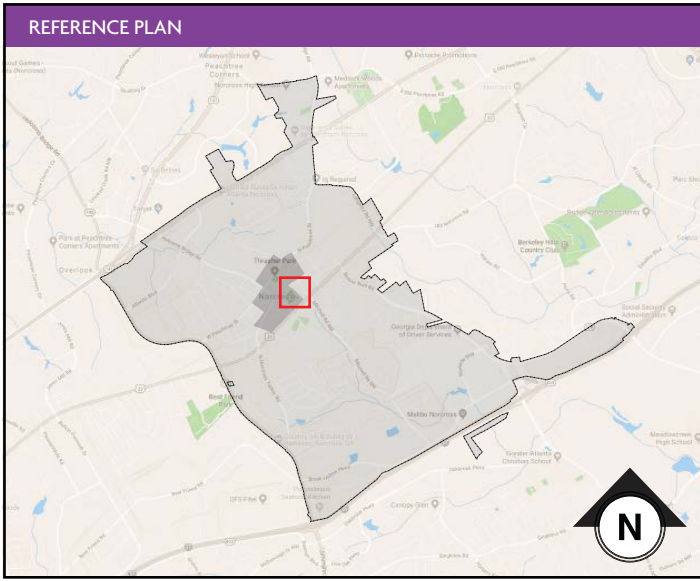
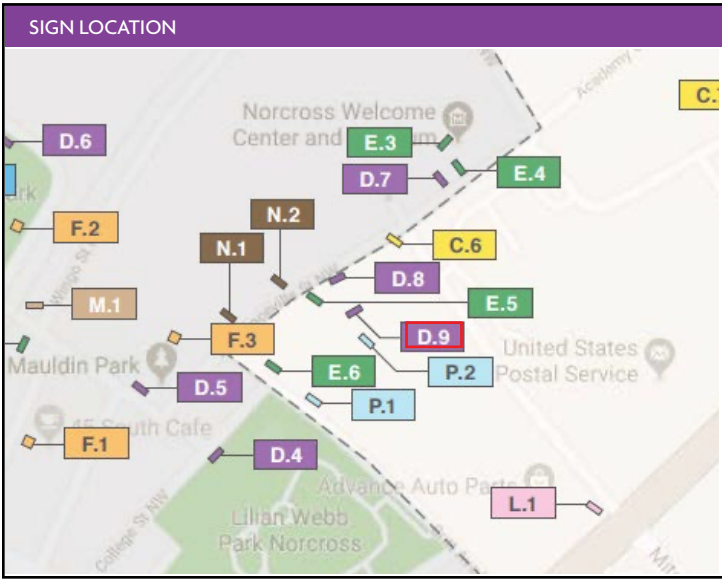
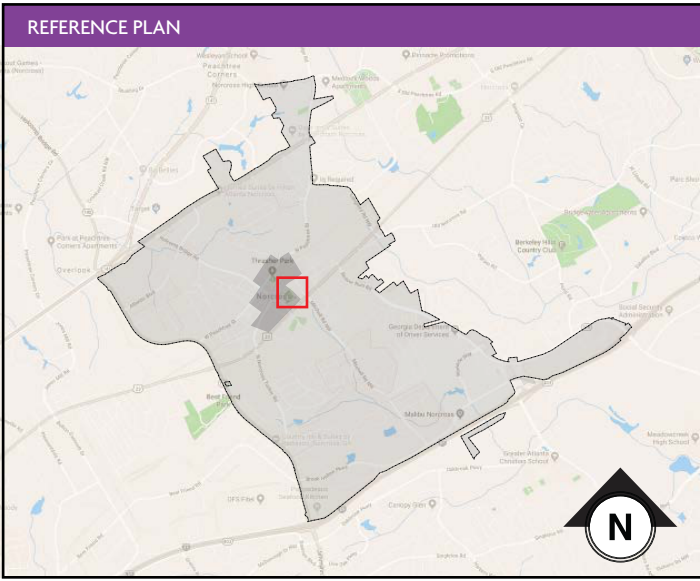
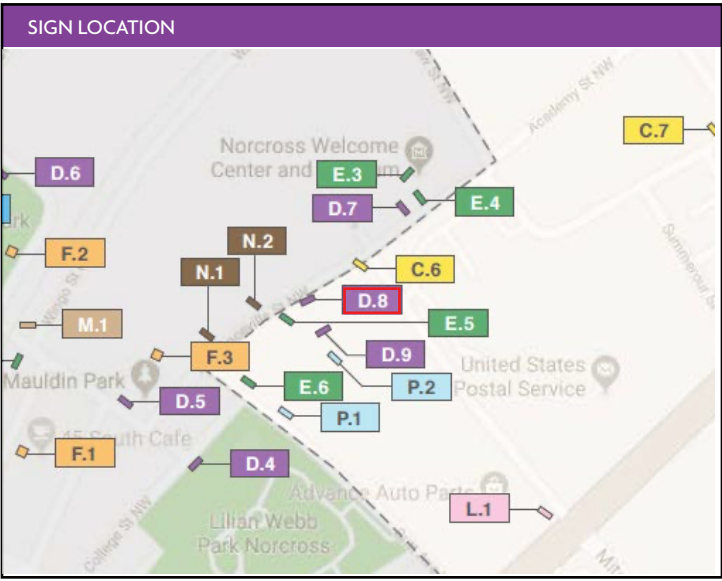


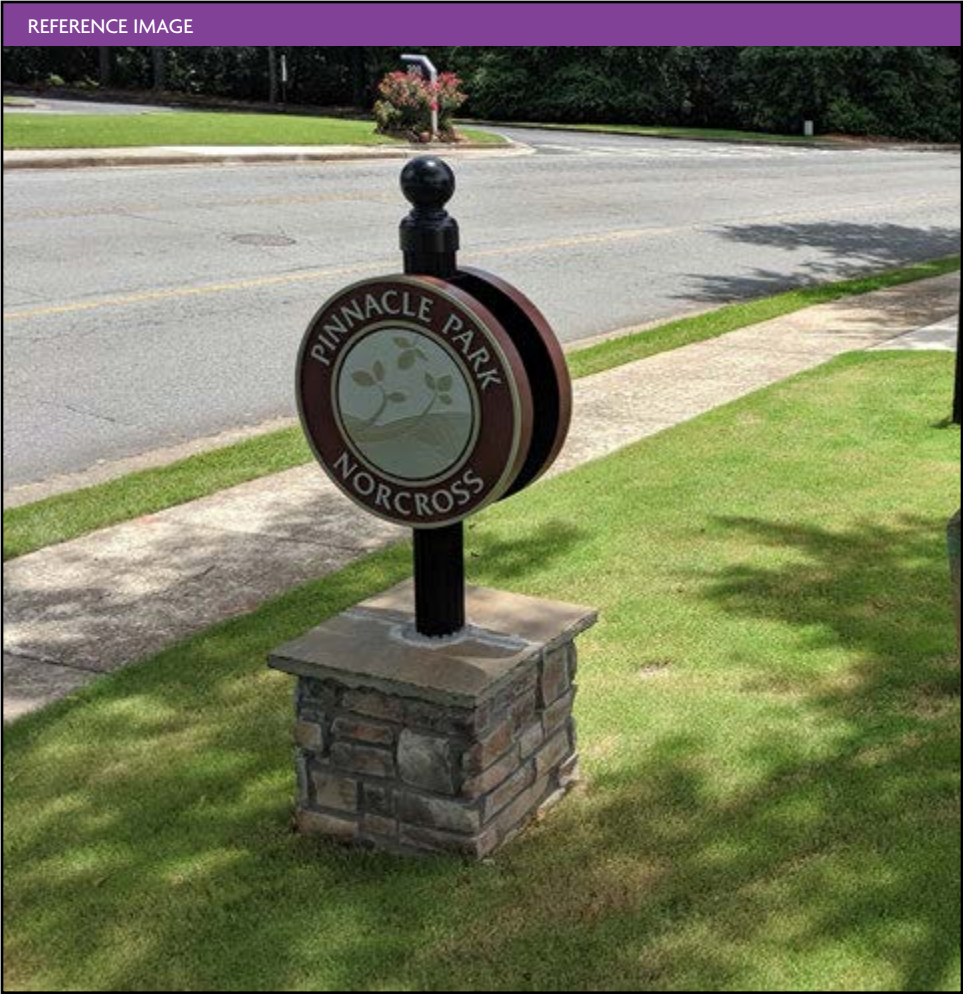
SIGN TYPE **D**

PARK IDENTIFICATION

D.9

SIGN LOCATION NOTES	
NUMBER OF SIDES	1
MATCHES BRANDED SIGNAGE	YES
SIGN CONDITION	GOOD



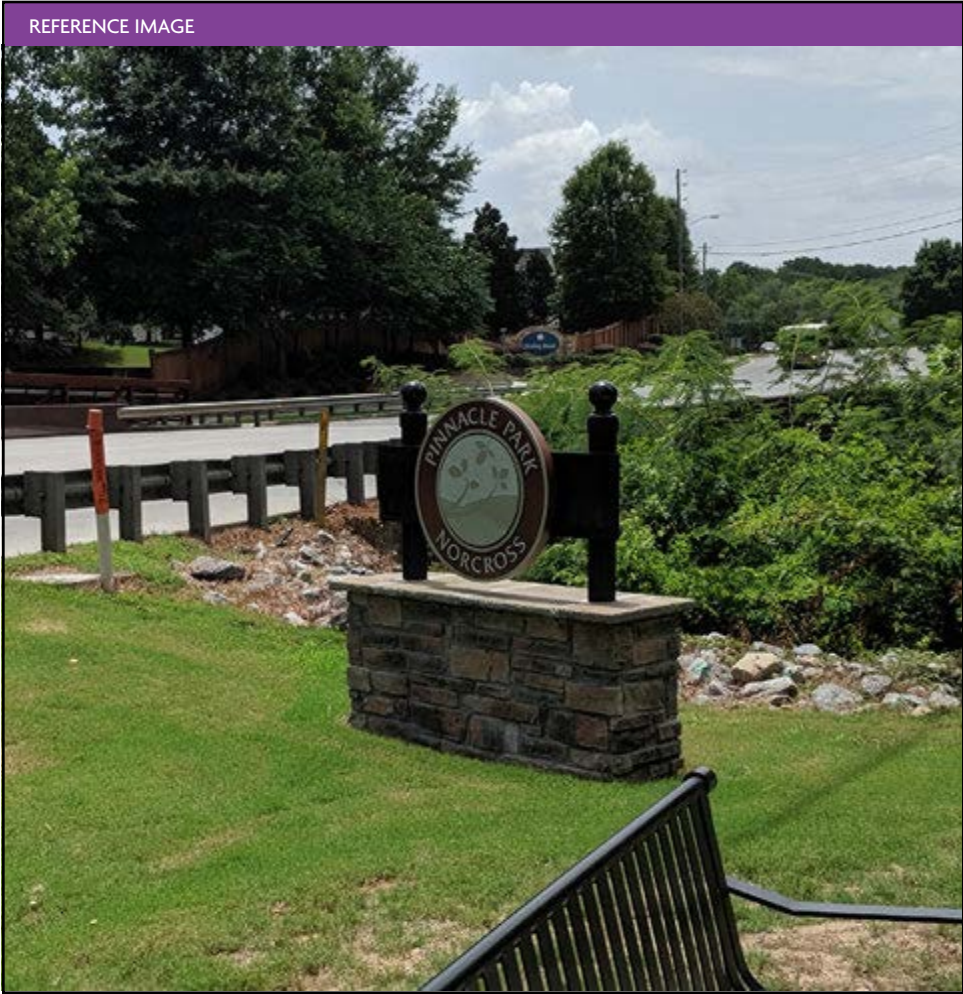


SIGN TYPE **D**

PARK IDENTIFICATION

D.10

SIGN LOCATION NOTES	
NUMBER OF SIDES	2
MATCHES BRANDED SIGNAGE	YES
SIGN CONDITION	GOOD

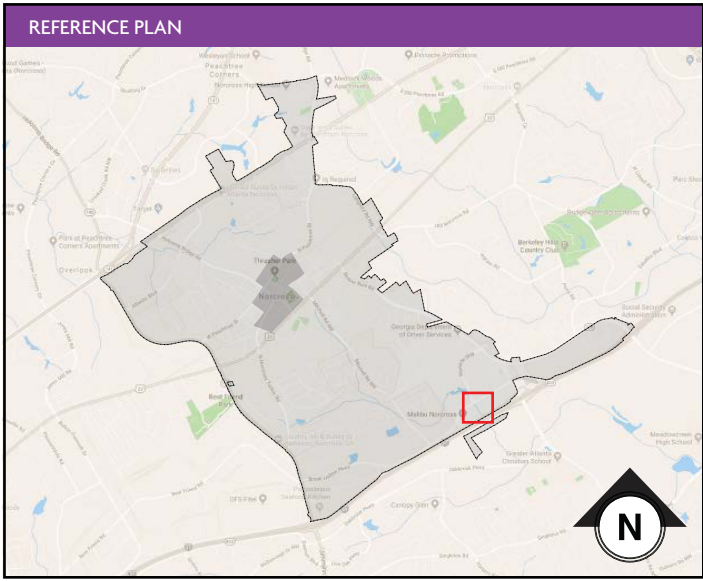
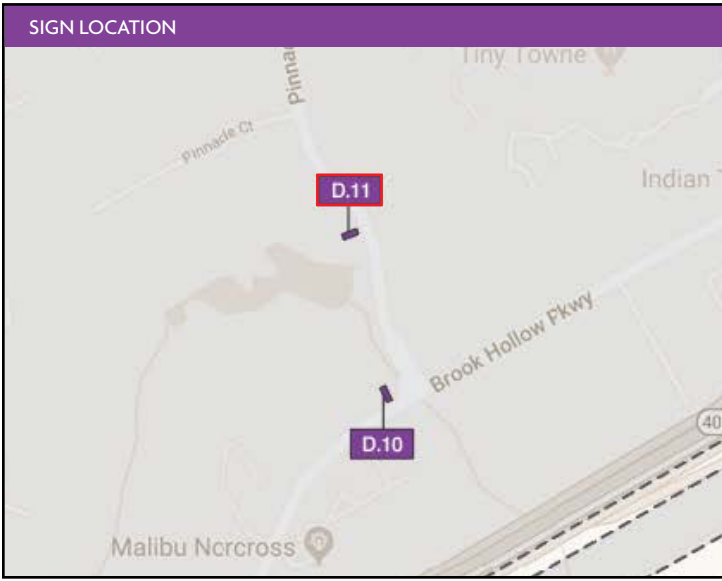
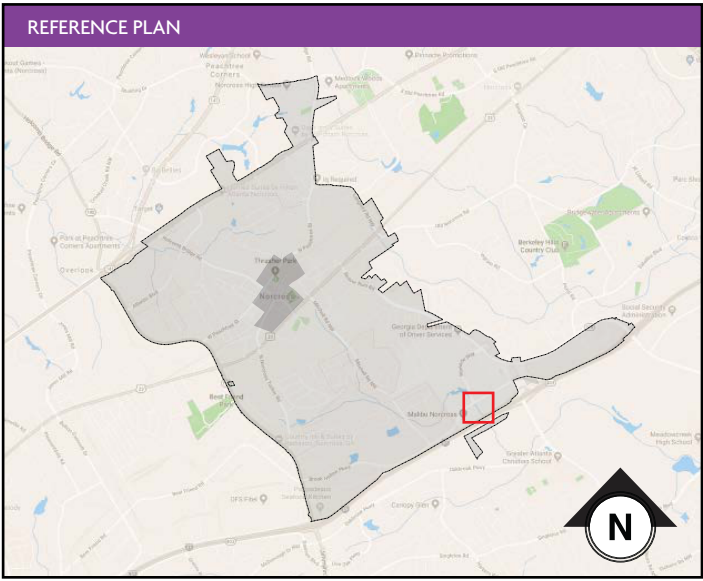
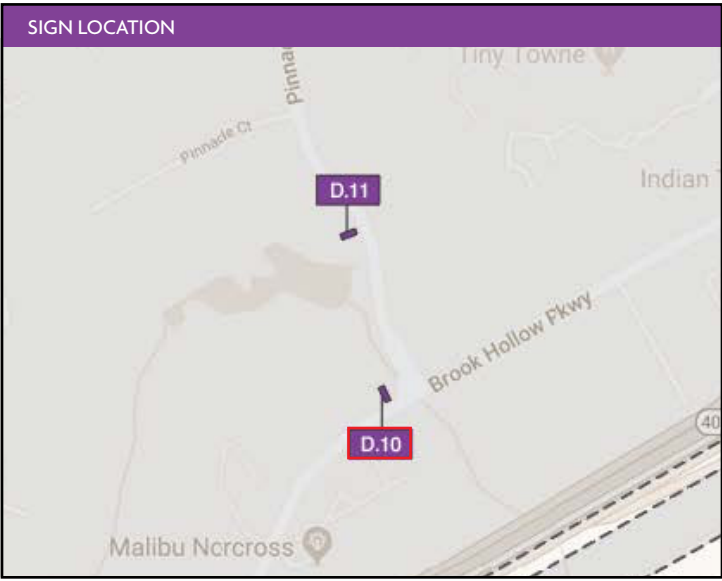


SIGN TYPE **D**

PARK IDENTIFICATION

D.11

SIGN LOCATION NOTES	
NUMBER OF SIDES	1
MATCHES BRANDED SIGNAGE	YES
SIGN CONDITION	GOOD





MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
 COUNCILMEMBER **ARLENE BECKLES** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6282	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/20/2021 6:30 PM	In Control:	Policy Work Session
Title:	Investment Policy		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Investment Policy 09202021](#)
2. [Investment Policy](#)

Title
Investment Policy

Drafter
Karen Slaton-Dixon



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
COUNCILMEMBER **BRUCE GAYNOR** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council

From: Karen Slaton-Dixon, Administrative Services Director

Meeting Date: September 20, 2021 – Policy Work Session

Item No.: 21- 6282

Item No.: Investment Policy

CC: Eric Johnson

Recommendation

Approve the adoption of an updated Investment Policy to be included in the Financial Policy.

Background

It has been noted in the annual audit for several years that the City does not have an Investment Policy; therefore, we need such a policy to avoid this note in the future. Adopting this revised policy will also set the framework for current and future endeavors that the City may explore, including pursuing a bond rating.

Financial Impact

No financial impact noted at this time.

Next Steps

Not applicable

Attachments

Investment Policy

Consistent with Comprehensive Plan?

Not Applicable

Update

Not applicable

65 LAWRENCEVILLE STREET, NORCROSS, GEORGIA 30071
(678) 421-2027 **UPSTAIRS CITY HALL** (770) 242-0824 **FAX** (770) 448-2111 **POLICE DEPARTMENT**
<http://www.norcrossga.net>

Attachment: Agenda Report - Investment Policy 09202021 (21-6282 : Investment Policy)



Investment Policy

Policy Statement

It is the policy of the City of Norcross to invest its funds in a manner which will provide for the safety of principal with a market rate investment return, while meeting daily cash flow requirements, and conforming to all state statutes governing the investment of funds under control of the City

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1.0 Introduction

This Investment Policy defines the parameters to which funds are to be invested by the City of Norcross (City). These guidelines are intended to be broad enough to allow designated investment staff to function properly within the parameters of responsibility and authority, yet specific enough to safeguard the investment assets adequately. This policy applies to all activities related to the prudent investing of its financial assets.

2.0 Governing Authority

The City of Norcross's investment program shall be operated in conformance with federal, state, and other legal requirements, including OCGA 36-83-4 and OCGA 36-82-7 which governs the investment of public funds by cities and towns.

3.0 Scope

This policy applies to the investment of all funds of the City of Norcross, excluding the retirement funds. Retirement funds as well as separate foundation or endowment assets, are covered by separate policies.

- **Pooling of funds:** Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.
- **Special Funds:** Those funds that are considered restricted and special funds are: City of Norcross Employee retirement Fund, Municipal Competitive Trusts held by MEAG.

4.0 Objectives

All the City's investment activity will be conducted in a manner that emphasizes attainment of the following four (4) controlling objectives:

- **Safety:** Safety of principal is the most foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

- *Credit Risk:* The City will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:

Limiting investments to the types of securities listed in this Investment Policy;

Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the City will do business;

Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

- *Interest Rate Risk:* The City will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by:

Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity;

Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio in accordance with this policy.

- **Liquidity:** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds, bank repurchase agreements, or local government investment pools, which offer same-day liquidity for short-term funds.
- **Return:** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:
 - A security with declining credit may be sold early to minimize loss of principal;
 - A security swap would improve the quality, yield, or target duration in the portfolio; Liquidity needs of the portfolio require that the security be sold.

5.0 Standards of Care

- **Delegation of Authority:**

Governing Body: The Mayor and Council will retain ultimate fiduciary responsibility for the portfolios and have the authority to direct the management of the investment program.

Director of Administrative Services: Authority to manage the investment program is granted to the Administrative Services Director, hereinafter referred to as Investment Officer. The investment officer shall establish written procedures for the operation of the investment program, consistent with this investment policy. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate all activities of the program.

Investment Adviser: The City may engage the services of an external non-discretionary investment adviser to assist with the management of the City's investment portfolio in a manner that is consistent with the City's objectives and this policy. Such advisers shall provide recommendation and advices regarding the City's investment program including but not limited to advice related to the purchase and sale of investments in accordance with this Investment Policy.

The investment adviser's responsibilities include the following:

- Determine the targeted risk profile and allocation among allowable investments
- Determine the number, type and structure of investments within the confines set forth by and reflected in this Investment Policy.

- **Prudence:**

The standard of prudence to be used in the context of managing the overall portfolio is the prudent person rule which states:

Investments will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs not in regard to speculation but in regard to the permanent disposition of the funds considering the probable income as well as the probable safety of the capital.

- **Ethics and Conflict of Interest:**

City of Norcross employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution and management of the investment program or which could impair their ability to make impartial investment decisions. They shall disclose any material financial interests and any large personal financial / investment positions that could be related to the performance of the City's portfolio.

6.0 Authorized Counterparty Institutions

- **Broker/Dealers:** The Investment Officer shall maintain and review annually a list of all authorized broker/dealers that are approved to transact with the City for investment purposes.

The Investment Officer or designee may utilize the investment advisor's approved broker/dealer list in lieu of the City's own approved list. The advisor must submit the approved list to the City annually and provide updates throughout the year as they occur. The advisor must maintain documentation of appropriate license, professional credentials and financial statements of broker/dealers on the list.

Annual review must include the following documentation:

- Proof of FINRA Registration
 - Proof of State Registration
 - Financial Review
 - Broker Check for Violations
- **Financial Institution Depositories:** All financial institutions who desire to become depositories must meet the statute requirements to maintain deposits in the State of Georgia and must provide the following:
 - Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
 - Proof of state registration
 - Evidence of adequate insurance coverage
 - Ability to post collateral in accordance with Georgia Laws.
 - **Investment Advisers:** The City may engage the services of an external investment adviser, with the approval of the Mayor & Council, to assist with the management of its investment portfolio in a manner that is consistent with the City's controlling objectives. Such advisers may be granted the authority to purchase and sell investments in accordance with this Investment Policy, and the adviser may only provide non-discretionary management services, which requires prior authorization from the City on all transactions.

Such Advisers must be registered under the Investment Advisers Act of 1940, with the Securities and Exchange Commission, and their performance will be periodically reviewed by City management. Investment advisory services will be acquired through a competitive bidding process.

- **Minority and Community Financial Institutions:** From time to time, the investment officer may choose to invest in instruments offered by minority and community financial institutions. All terms and relationships will be fully disclosed prior to purchase, will be reported to the Mayor and Council on a regular basis, and should be consistent with state or local law.

7.0 Safekeeping, Custody, and Controls

- **Delivery vs. Payment:**

All trades of marketable securities will be executed (cleared and settled) on a delivery vs. payment (DVP) basis to ensure that securities are deposited in the City's safekeeping institution prior to the release of funds.

- **Third Party Safekeeping:**

The investment officer shall designate all safekeeping arrangements and an agreement of the terms shall be executed in writing. The third-party custodian shall be required to provide a statement to the City listing, at a minimum, each specific security, book yield, description, maturity date, market value, par value, purchase date, and CUSIP number. All securities pledged to the City for certificates of deposit or demand deposits shall be held in a segregated account at the issuing financial institution.

- **Internal Controls:**

Management will establish and maintain internal controls designed to provide reasonable assurance that the assets of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived.

8.0 Suitable and Authorized Investments

All investments of the City are limited by the Georgia Code Annotated 36-83-4 and 36-82-7.

This policy recognizes S&P, Moody's and Fitch as the major Nationally Recognized Statistical Ratings Organizations (NRSRO).

In the case of split ratings, where the major NRSROs issue different ratings, at least two must have the AA- or its equivalent.

Minimum credit ratings and percentage limitations apply to the time of purchase.

Idle Funds of the City:

- 1) **U. S. Treasury Obligations:** Bonds, notes or treasury bills of the United States;
- 2) **GSE - Primary Agency Obligations:** Government Sponsored Enterprises (GSEs) - Non-convertible debt securities of the following federal government: Federal Home Loan Banks (FHLB); Federal National Mortgage Association (FNMA), the Federal Farm Credit Bureau (FFCB), and the Federal Home Loan Mortgage Corporation (FHLMC),

- 3) **GSE - Secondary Agency Obligations:** Any other obligations not listed as primary agency, that are guaranteed as to principal and interest by the United States or any of its agencies. They include but are not limited to: Private Export Funding Corporation (PEFCO), Georgia Valley Authority (TVA), Financing Corporation (FICO) and Federal Agricultural Mortgage Corporation, (Farmer Mac). Securities must be rated.
- 4) **Certificates of deposit and other evidences of deposit at state and federally chartered banks and savings and loan associations:** Certificates of deposit, including negotiable and non-negotiable at state and federally chartered banks and savings and loan associations. Notwithstanding any other public or private act to the contrary, all investments made shall be secured by collateral in the same manner under the same conditions as state deposits, or as provided in a collateral pool created.
- 5) **Bank Deposits** at state and federally chartered banks and savings and loan associations. Notwithstanding any other public or private act to the contrary, all investments made shall be secured by collateral in the same manner under the same conditions as state deposits, or as provided in a collateral pool created.
- 6) **Repurchase Agreements:** Obligations of the United States or its agencies under a repurchase agreement for a shorter time than the maturity date of the security itself if the market value of the security itself is more than the amount of funds invested; provided, that municipalities may invest in repurchase agreements only if the comptroller of the treasury or the comptroller's designee approves repurchase agreements as an authorized investment, and if such investments are made in accordance with procedures established by the state funding board;
- 7) **Local Government Investment Pool:** Part of the State Pooled Investment Fund administered by the Georgia office of the State Treasurer.
- 8) **Bankers' Acceptances:** prime bankers' acceptances that are eligible for purchase by the federal reserve. Required A1+
- 9) **Money Market Mutual Funds:** Institutional share class of money market mutual funds investing ONLY in government obligations and rated AAA or equivalent by at least one nationally recognized rating agency (NSRSO).
- 10) **Commercial Paper:** Prime commercial paper that is rated at least A1+ or equivalent by at least two (2) nationally recognized rating services;
- 11) **Municipal or Georgia State Debt Obligations:** Bonds or notes rated A or higher.

Bond Proceeds Only:

Proceeds of Bonds, Notes and other obligations issued by the City, reserves held in connection therewith and the investment income therefrom, may be invested in accordance with OCGA 36-82-7 as follows:

- 1) Bonds or obligations of such county, municipal corporation, school district, political subdivision, authority, or body or bonds or obligations of this state or other states or of other counties, municipal corporations, and political subdivisions of this state;
- (2) Bonds or other obligations of the United States or of subsidiary corporations of the United States government which are fully guaranteed by such government;

(3) Obligations of and obligations guaranteed by agencies or instrumentalities of the United States government, including those issued by the Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, Bank for Cooperatives, and any other such agency or instrumentality now or hereafter in existence; provided, however, that all such obligations shall have a current credit rating from a nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

(4) Bonds or other obligations issued by any public housing agency or municipal corporation in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency, or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan, or payment agreement with the United States government;

(5) Certificates of deposit of national or state banks located within this state which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan or savings and loan associations located within this state which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depository, custodian, or trustee for any such bond proceeds. The portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit, with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within this state or with a trust office within this state, of one or more of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of this state or other states or of any county or municipal corporation in this state, obligations of the United States or subsidiary corporations included in paragraph (2) of this Code section, obligations of the agencies and instrumentalities of the United States government included in paragraph (3) of this Code section, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities included in paragraph (4) of this Code section;

(6) Securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

- (A) The portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in paragraphs (2) and (3) of this Code section and repurchase agreements fully collateralized by any such obligations;
- (B) Such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;
- (C) Such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and
- (D) Securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within this state; and

- (7) Interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least \$50 million or with any government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least \$50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956, provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement, or other similar banking arrangement shall permit the moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys.

Collateralization:

Deposits in financial institutions in excess of FDIC insurance must be collateralized in accordance with Georgia law – OCGA.45-8-1245-8-13 and for bond or note proceeds, OCGA 36-82.7

Collateral shall be given as follows:

(a) The collecting officer or officer holding public funds may not have on deposit at any one time in any depository for a time longer than ten days a sum of money belonging to the public body when such depository has not given a bond to the public body as set forth in this Code section. The bond to be given by depositories, where such bonds are required, shall be a surety bond signed by a surety company duly qualified and authorized to transact business within this state in a sum as so required. In lieu of such a surety bond, the depository may pledge to the public body as security any one or more of the obligations enumerated in Code Section 50-17-59, relating to the bond required to secure state deposits and securities in lieu of bond.

(b) The collecting officer or officer holding public funds shall accept the guarantee or insurance of accounts by the Federal Deposit Insurance Corporation to secure public funds on deposit in depositories to the extent authorized by federal law governing the Federal Deposit Insurance Corporation.

(c) A depository may secure deposits made with it partly by surety bond, partly by deposit of any one or more of the obligations referred to in subsection (a) of this Code section, partly by the guarantee or insurance of accounts by the Federal Deposit Insurance Corporation, or by any combination of these methods. Except for covered depositories, the aggregate of the face value of such surety bond and the market value of securities pledged shall be equal to not less than 110 percent of the public funds being secured after the deduction of the amount of deposit insurance.

In lieu of specific collateral, or collateral pool in accordance with OCGA 45-8-13 will be permitted.

9.0 Investing Parameters

Diversification:

The City will maintain diversity in the investment of all funds. The City will limit investment in any one security to no more than 5% of the total investment funds of the city.

10.0 Maturity Constraint

All investments the City's idle funds will seek to maintain liquidity and safety and match the maturity to the need for cash. In no event will an investment have a maturity greater than 5 years.

11.0 Reporting and Performance Measurement

- **Reporting:**

The Investment Officer shall prepare an investment report annually, including a management summary that provides an analysis of the status of the current investment portfolio. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the Mayor and Council. The report will conform to the standards applied by the City's Audit in the Notes to Financials.

- **Performance Reporting:**

The investment portfolio will be managed in accordance with the parameters specified within this policy. The City will measure interest rates obtained from banks against the Georgia Department of Treasury and the Georgia Fund 1, two standard benchmarks. The Georgia Fund 1 is a money market mutual fund that only invests in US Government agencies and US Treasuries with a maturity no longer than 90 days. Any investor in Georgia Fund 1 can get their money in one day with notice to the Department of Treasury by 2pm one business day prior to the payment date.

Should the City decide to purchase a CD or hire someone to manage our money, it is appropriate to measure them against an index that mimics what we give them as parameters. Currently Bloomberg is the standard source for this information.

<https://www.bloomberg.com/professional/product/indices/bloomberg-barclays-indices/>

12.0 Policy Adoption

This Investment Policy is formally approved and adopted by the Mayor & Council.

Mayor

Date

GLOSSARY OF TERMS

- **Agency Securities:** Government sponsored enterprises of the US Government.
- **Bond:** An interest-bearing security issued by a corporation, government, governmental agency, or other body. It is a form of debt with an interest rate, maturity, and face value, and specific assets sometimes secure it. Most bonds have a maturity of greater than one year and generally pay interest semiannually. *See Debenture.*
- **Broker:** An intermediary who brings buyers and sellers together and handles their orders, generally charging a commission for this service. In contrast to a principal or a dealer, the broker does not own or take a position in securities.
- **Collateral:** Securities or other property that a borrower pledges as security for the repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.
- **Commercial Paper:** Short-term, unsecured, negotiable promissory notes issued by corporations.
- **Current Maturity:** The amount of time left until an obligation matures. For example, a one- year bill issued nine months ago has a current maturity of three months.
- **CUSIP:** A CUSIP number identifies securities. CUSIP stands for Committee on Uniform Security Identification Procedures, which was established to develop a uniform method of identifying municipal, U.S. government, and corporate securities.
- **Dealer:** An individual or firm that ordinarily acts as a principal in security transactions. Typically, dealers buy for their own account and sell to a customer from their inventory.
- **Delivery:** Either of two methods of delivering securities: delivery vs. payment and delivery vs. receipt (also called "free"). Delivery vs. payment is delivery of securities with an exchange of money for the securities.
- **Duration:** A measure used to calculate the price sensitivity of a bond or portfolio of bonds to changes in interest rates. This equals the sum of the present value of future cash flows.
- **General Obligation Bonds (GOs):** Bonds secured by the pledge of the municipal issuer's full faith and credit, which usually includes unlimited taxing power.
- **Government Bonds:** Securities issued by the federal government; they are obligations of the U.S. Treasury; also known as "governments."
- **Investment Securities:** Securities purchased for an investment portfolio, as opposed to those purchased for resale to customers.
- **Liquidity:** The ease at which a security can be bought or sold (converted to cash) in the market. A large number of buyers and sellers and a high volume of trading activity are important components of liquidity.
- **Mark to Market:** Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation.
- **Prudent Person Rule:** A long-standing common-law rule that requires a trustee who is investing for another to behave in the same way as a prudent individual of reasonable discretion and intelligence who is seeking a reasonable income and preservation of capital.
- **Treasury Bill (T Bill):** An obligation of the U.S. government with a maturity of one year or less. T-bills bear no interest but are sold at a discount.
- **Treasury Bonds and Notes:** Obligations of the U.S. government that bear interest. Notes have maturities of one to ten years; bonds have longer maturities.
- **Yield:** The annual rate of return on an investment, expressed as a percentage of the investment.
- **Yield to Maturity:** The average annual yield on a security, assuming it is held to maturity; equals to the rate at which all principal and interest payments would be discounted to produce a present value equal to the purchase price of the bond.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
COUNCILMEMBER **ARLENE BECKLES** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6267	Version:	
Type #:	Agenda Item	Status:	
On Agenda:	9/20/2021 6:30 PM	In Control:	Policy Work Session
Title:	RZ2021-005 - Request to Rezone 244 Kelly Street from M1 to R60		

Sponsors:

Code Sections:

Attachments:

1. [RZ2021-005 Staff Report Packet 9.20.21](#)

Title

RZ2021-005 - Request to Rezone 244 Kelly Street from M1 to R60

Drafter

Tracy Rye



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS** •
COUNCILMEMBER **BRUCE GAYNOR** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council

From: Tracy Rye, AICP

Meeting Date: September 20, 2021

Item No.: 21-6267

Title: Request to rezone the property located at 244 Kelly Street from M1 (General Business) to R60 (Single Family Residence)

CC: Eric Johnson

Recommendation

Based on compatibility with the 2040 Comprehensive Plan and with the surrounding land uses, the Community Development Staff recommend approval of the rezoning request.

Background

The subject property was most likely part of a previously large nearby tract that was previously zoned industrial. Therefore, the current zoning designation, M1, is no longer appropriate based on the existing site improvements and use. The property is currently used for residential single-family based on the existing conditions and improvements on the lot. Additionally, the lot is surrounded by residential uses to the north, south, east, and west. The applicant requests a Zoning Map Amendment to rezone the subject property from M1 (Light Industry) to R60 (Single Family Residence) to subdivide the 0.56-acre lot into two lots in order to build a single-family home on the newly created lot and leave the existing single-family structure on its own single lot. Therefore, staff recommend approval of the request subject to the following condition:

1. Any proposed changes or improvements to the site would have to meet the design standards and requirements specified in the City's Unified Development

65 LAWRENCEVILLE STREET, NORCROSS, GEORGIA 30071
(678) 421-2027 **UPSTAIRS CITY HALL** (770) 242-0824 **FAX** (770) 448-2111 **POLICE DEPARTMENT**
<http://www.norcrossga.net>

Attachment: RZ2021-005 Staff Report Packet 9.20.21 (21-6267 : RZ2021-005 - Request to Rezone 244 Kelly Street from M1 to R60)

Code by obtaining Architectural Review Board approval of any new house along with the necessary permits.

Financial Impact

Staff does not anticipate negative financial impacts should the rezoning request be denied.

Consistent with Comprehensive Plan?

This project is considered to be consistent with the City's adopted 2040 Comprehensive Plan. This property is located within the Hopewell Woods Character area, which seeks to "[p]rotect the valued community character and aesthetics of existing neighborhoods [...]."

Planning & Zoning Board Meeting (9/1/21)

The Planning & Zoning Board voted 5-0 to recommend approval of this application with the one condition as recommended by Staff.

Attachments

Staff Report



Meeting Date: 9/1/2021 at 6:30 PM

Petition Number: REZ2021-005

Project Type:

Rezoning parcel to subdivide the lot into two and build a single-family home on the new lot

Property Location:

244 Kelly Street

Tax Parcel ID:

6244 050B

Petitioner:

Anne Carpenter

Petitioner's Request:

Request to rezone the subject property from M1 (General Business) to R60 (Single Family Residence)

Recommendation:

Approval

Summary

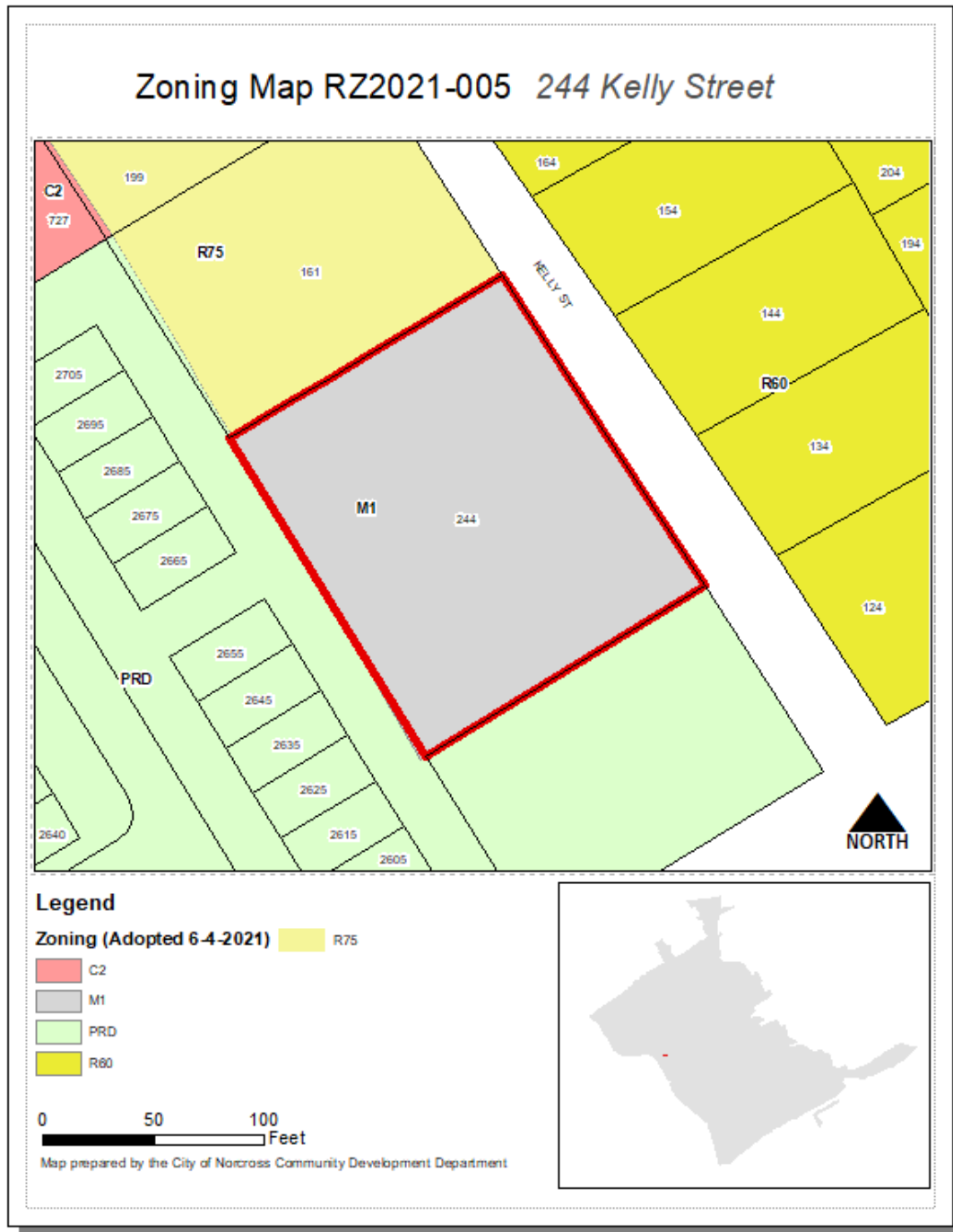
The applicant requests a Zoning Map Amendment to rezone the property located at 244 Kelly Street from M1 (Light Industry) to R60 (Single Family Residence) to subdivide the 0.56-acre lot into two lots in order to build a single-family home on the newly created lot.

Timeline

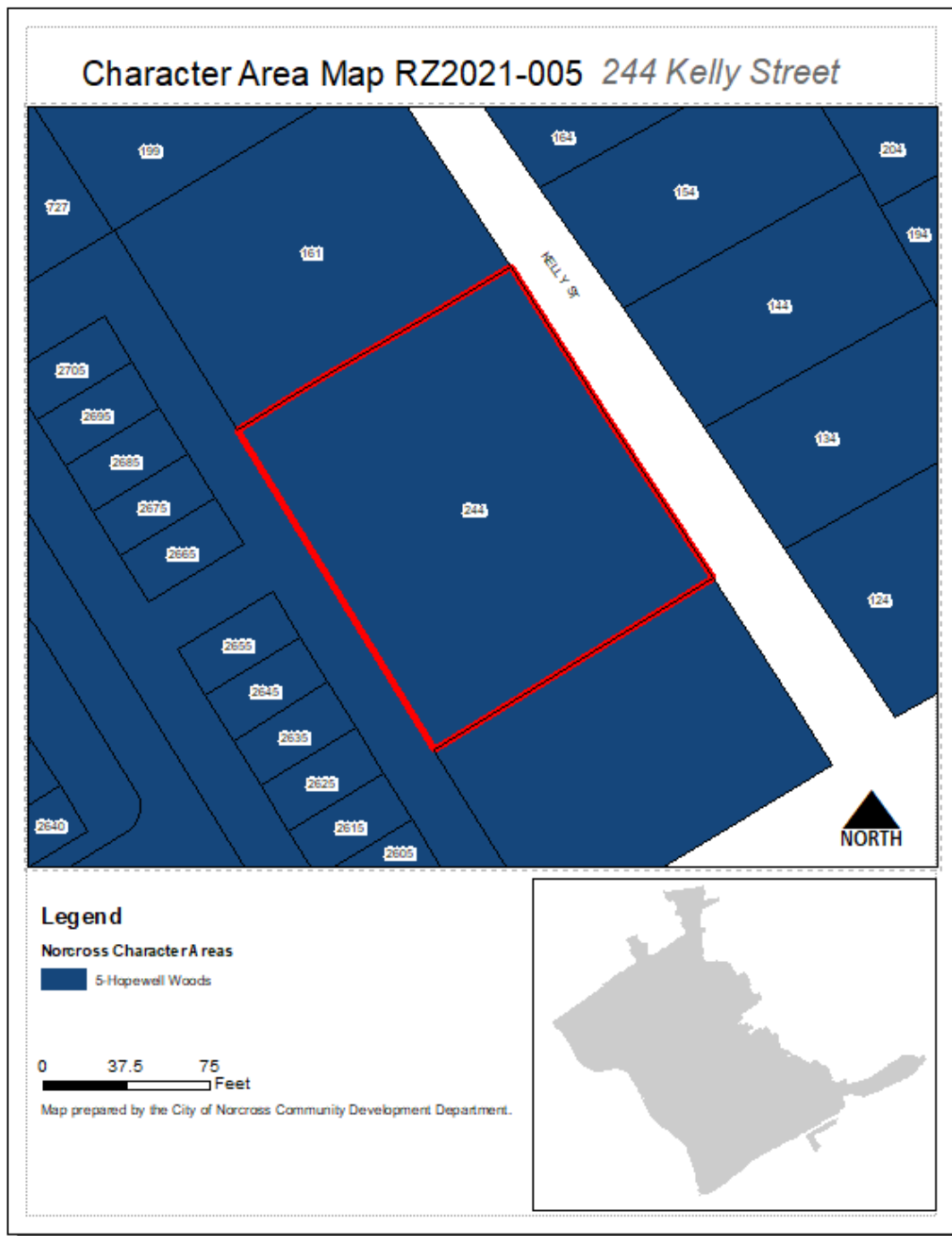
Under the UDO Section 104-3.B rezoning applications require the first review to be by the Planning and Zoning Board, followed by Mayor and Council's policy meeting and the Mayor and Council's regular meeting for final action. Below is the proposed schedule of dates.

Board	Meeting Type	Meeting	Meeting Time	Room
P&Z	Hearing	Wednesday, September 1, 2021	6:30 PM	Council Chambers 1 st Floor
M&C Policy	Meeting	Monday, September 20, 2021	6:30 PM	Conference Room 2 nd Floor
M&C Regular	Hearing	Monday, October 4, 2021	6:30 PM	Council Chambers 1 st Floor

Zoning Map



Character Area Map



PROPERTY INFORMATION	
Property Location	244 Kelly Street
Acreage:	Approximately 0.57 acres
Existing Zoning / Land Use	M1 / Single-Family Home
Proposed Zoning / Land Use	R60 / Single-Family Home
Character Area	5 – Hopewell Woods
Existing Lot Dimensions:	Frontage: 170' on Kelly Street Depth: 150 feet
Existing Building Dimensions:	Width: 75 feet Depth: 45 Feet
Topography:	High Point: Northwest Corner Low Point: Southeast Corner
Elevation:	High Point: 1060 feet Low Point: 1056 feet
Encumbrances:	N/A

EXISTING ZONING AND LAND USE OF PROPERTIES WITHIN 500 FEET			
Location relative to subject property	Zoning/Land use	Address(es)	Land Area (acres) (approximate)
North / Northeast / Northwest	R75 / R60 / Single-Family	161 Kelly Street / Buchanan Station Subdivision	0.33 / 0.99
East	R60 / Single-Family	Buchanan Station Subdivision	0.99 / lot
South	PRD / Single-Family	Parcel ID# 6244 201	0.31
West	PRD / Townhome	Kelly in Historic Norcross	N/A

Applicant's Request

The applicant seeks to rezone the 0.58-acre lot from M1 (Light Industry) to R60 (Single-Family Residence) to subdivide the lot into two lots to build a new single-family home on the newly created second lot and leave the existing single-family home on its own separate lot.

Existing Conditions

The subject property is zoned M1 and is currently improved with a 1-story single-family home of approximately 1,300 square feet and a 400-square foot detached garage (proposed to be removed). The site is also improved with semicircular driveway with two curb cuts along Kelly

Street. The detached garage shown on the survey is proposed to be removed as part of a building permit application approved by the Community Development Department on August 13th.

Project Description

The applicant seeks to rezone the property from M1 to R60 to subdivide the existing lot into two and facilitate the construction of a new single-family home in the second lot to be created. As shown on the site plan provided in the application, the following are the dimensions for the new lots:

LOT	Acres/square feet	Width	Improvements
Existing lot	0.58 acres/ 24,921 sq. ft.	169 linear feet	Existing single-family home
Lot #1	0.35 acres/15,334 sq. ft.	105 linear feet	Existing single-family home
Lot #2	0.22 acres/9,587 sq. ft.	65 linear feet	New single-family home to be built

ZONING ANALYSIS

Current Zoning

The subject property is zoned M1. Immediate and nearby zoning districts consist of R75 north, R60 east and PRD west and south. Single-family residential uses are existing to the north, east, and south and townhome uses to the west of the subject property.

Zoning Request

The applicant seeks to rezone the subject property to R60. The R60 zoning district is intended primarily for single-family residences and related uses on small sized lots. The R60 zoning district requires a minimum lot area of 7,500 square feet with a minimum width of 60 feet. The proposed subdivision of land will meet the minimum standards for the R60 zoning district. As shown on the chart above, the new two lots will exceed the minimum lot area and width requirement. The property is located within the Hopewell Woods Character Area, which seeks “residential areas [to] have a traditional neighborhood design.”

2040 Comprehensive Plan Analysis

The 2040 Comprehensive Plan, the “Comp Plan”, is a document that reflects the wishes of the community as acknowledged and adopted by the Mayor and Council. The Comp Plan contains four sections to determine the appropriateness of a zoning action. Those sections are: 1) Table 2.4 a matrix that depicts land uses by character area, 2) specific visions for each of the thirteen-character areas, 3) the overarching policy goals for the city, and 4) Land Use Definitions. The subject parcels fall within Character Area 5, the I-85 Hopewell Woods.

A. Land Uses by Character Area

Taken from the matrix, the following uses are either specifically detailed in the character area description or considered appropriate according to the matrix:

Character Area 5 - Hopewell Woods	
Low Density Residential	Mixed-use (vertical)
Medium Density Residential	Places of assembly
Planned Residential Community (mixed housing types allowed)	Transportation and communication utilities
Skilled nursing facilities (no rehab)	Parks and recreation
Neighborhood level commercial, studio, or office (<5,000 sf)	

B. Policy Goals

Under the policy goals the proposed rezoning meets the following criteria:

- Policy 1-1: *“Protect the valued community character and aesthetics of existing neighborhoods [...].”*

The proposed rezoning will keep the existing neighborhood character as residential single-family conforming to the existing surrounded uses.

C. Character Area Vision

The Hopewell Woods Character Area contains four points that support the area’s vision of which the following applies:

- Residential areas have a traditional neighborhood design.

The change in zoning designation would help maintain the residential character of the area and through the Architectural Review Board approval ensure that the new proposed house maintains traditional neighborhood design.

D. Land Use Definition

Low Density Residential– land use for single-family housing and customary accessory structures on individual parcels.

As previously stated, the applicant seeks to build a single-family home on the new undeveloped lot meeting the land use definition for low density residential.

Standards Governing the Exercise of Zoning Power

According to Section 103-11, the criteria by which a zoning action can be approved or denied are as follows:

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

The request to rezone the property from M1 to R60 is suitable based on the existing uses of adjacent and nearby properties. The current site is already used as a single-family home and the rezoning will help with the creation of a new lot to build a new single-family building.

2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property?

Staff does not anticipate the zoning proposal to adversely affect existing surrounding properties.

3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned?

The subject property was most likely part of a previously large nearby tract that was previously zoned industrial. Therefore, the current zoning designation, M1, is no longer appropriate based on the existing site improvements and use. This property is currently used for residential single-family uses based on the existing conditions and uses in the surrounding areas. Therefore, the property does not have a reasonable economic use as currently zoned.

4) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?

Staff does not anticipate negative impacts on existing streets, transportation facilities, utilities or schools by building an additional single-family home.

5) Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan?

The subject site is located within the Hopewell Woods Character Area, which is intended to be developed as a mixed-use character area with diversity of housing types, institutional and office uses as well as limited commercial to support residents and area employees. One vision of this Character Area is to allow a mix of housing types to accommodate varied incomes and life stages. Changing the zoning designation would allow the creation of a new single-family home meeting the vision of adding new housing types that blend within the character of the area.

6) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?

There are no known existing or changing conditions affecting the use of the property.

Conclusion

The submitted application meets the comprehensive plan expectations as noted by the

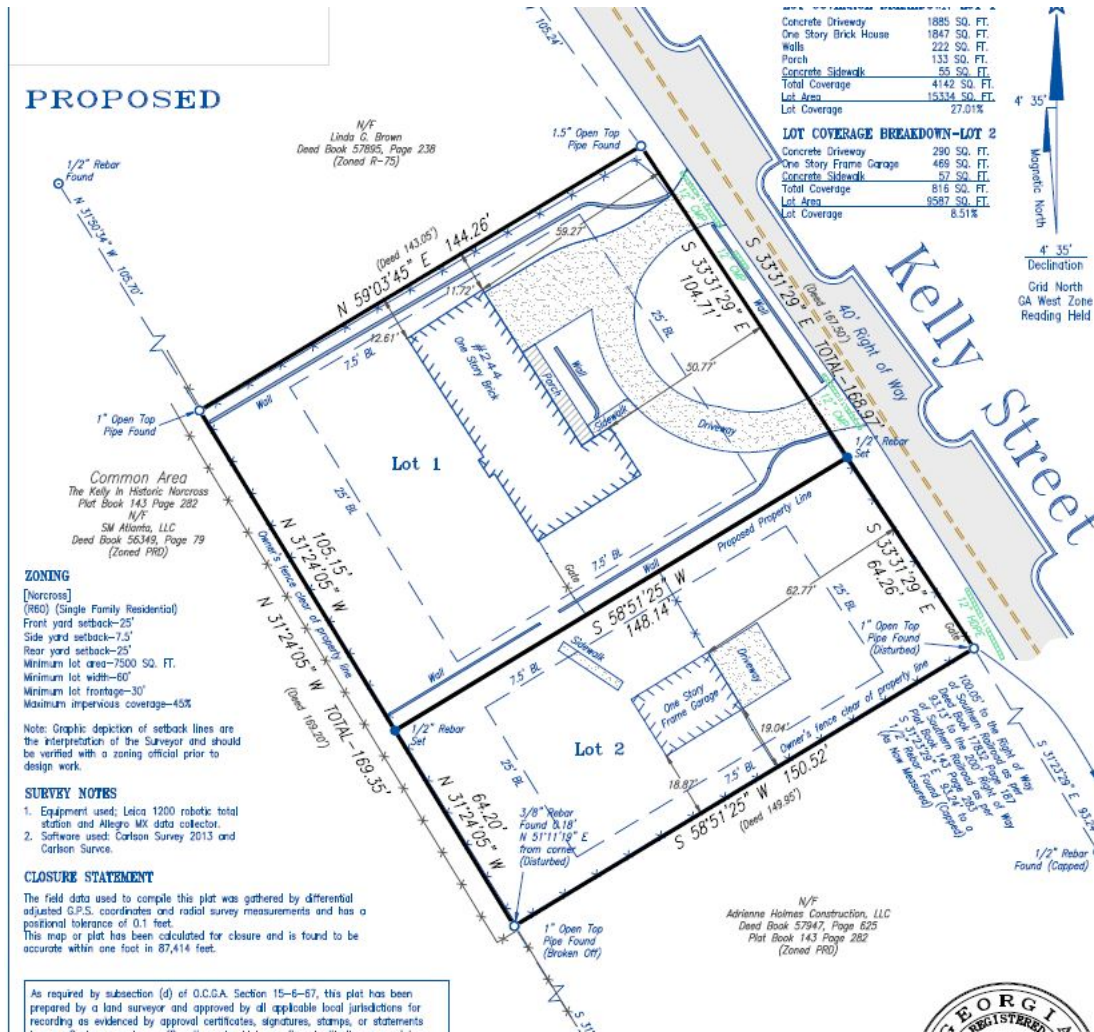
previously mentioned appropriate land uses, policy goals, and vision in Sections A-C; the proposed development appears to it meet the presented policy goals in Section C and it meets the low density residential definition.

Recommendation

Staff recommends **approval** of the zoning component of REZ2021-005, the adoption of zoning standards under the existing M1 (Light Industry) for the property located at 244 Kelly Street, Tax Parcel ID 6244 050B, subject to the following conditions:

1. Any proposed changes or improvements to the site would have to meet the design standards and requirements specified in the City's Unified Development Code by obtaining Architectural Review Board approval of any new house along with the necessary permits.

Site Plan



Aerial



Attachment: RZ2021-005 Staff Report Packet 9.20.21 (21-6267 : RZ2021-005 - Request to Rezone 244 Kelly Street from M1 to R60)

Photos





MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
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City of Norcross

Legislation Details (With Details)

File #:	21-6269	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/20/2021 6:30 PM	In Control:	Policy Work Session
Title:	Text2021-003 Revise UDO in Conformity with Mobile Food Vendor Ordinance		

Sponsors:

Code Sections:

Attachments:

1. [TEXT2021-003 Policy Meeting Packet 9.20.21](#)

Title

Text2021-003 Revise UDO in Conformity with Mobile Food Vendor Ordinance

Drafter

Tracy Rye



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS** •
COUNCILMEMBER **BRUCE GAYNOR** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council
From: Tracy Rye, AICP
Meeting Date: September 20, 2021
Item No.: 21-6269
Title: TEXT2021-003 Eric
CC: Johnson

Recommendation

Based on the Unified Development Ordinance being the implementation mechanism for the City's 2040 Comprehensive Plan, the Community Development staff recommends that the attached changes/edits be made to various portions of the Unified Development Ordinance as described below.

Background

From time to time, Mayor and Council, Staff and various Boards will review the Unified Development Ordinance (UDO) to provide for edits in response to community needs and values.

- a. Earlier this year, the Mayor and Council adopted changes to the Food and Mobile Push Cart Ordinance in the Code of Ordinances, and adopted a replacement Mobile Food Vendor Ordinance. The adoption of that ordinance requires these supplemental changes to the Unified Development Ordinance for consistency across all Norcross Ordinances.

Financial Impact

None

Consistent with Comprehensive Plan?

This project is considered to be consistent with the City's adopted 2040 Comprehensive Plan as the Unified Development Ordinance is the implementation mechanism for the Comprehensive Plan policy items.

Planning & Zoning Board (9/1/21)

The Planning & Zoning Board voted 5-0 to recommend approval of the requested change to the Unified Development Ordinance

Attachments

Proposed Text Changes

Update

Sect 202-3 (e)

~~Food truck~~ **Vendor, Mobile.** ~~Food trucks~~ **Mobile Food Vendors** may only be located on a lot with a principally permitted use on the same zoning lot, and are conditionally permitted in a C-2, M1, CX, HX, NX, and BH zoning districts provided the following conditions can be met:

(1)

~~Food trucks~~ **Mobile Food Vendors** may not conduct sales when parked on a public street unless approved for a City sponsored or sanctioned event ~~or between the hours of 10:00 p.m. and 7:00 a.m.~~

(2)

The ~~Food trucks~~ **Mobile Food Vendors** must be licensed by the Health Department and have a valid business license for food truck operations.

~~(3)~~

~~A minimum one-half acre lot is required.~~

~~a.~~

~~A maximum of two food trucks on lots a one-half acre to one acre in size.~~

~~b.~~

~~A maximum of four food trucks on lots greater than one acre.~~

(4)

Temporary outdoor seating is only permitted upon review and approval of the Community Development Director.

(5)

~~Food trucks~~ **Mobile Food Vendors** shall not block any ingress/egress or vehicular circulation in a parking lot, loading/unloading area or building entrance.

(6)

~~Food trucks~~ **Mobile Food Vendors** shall not block any fire hydrant or fire lane.

(7)

~~Food trucks~~ **Mobile Food Vendors** operations shall be limited to the operating hours of the primary business on the lot.

(8)

~~Food trucks~~ **Mobile Food Vendors** operations shall be located a minimum of ~~100 feet from a residential dwelling~~ **10 feet from a residential driveway.**

(9)

No audio speakers or on-site/off-site freestanding signage shall be permitted other than what is displayed on the ~~Food trucks~~ **Mobile Food Vendors**.

(10)

Grease, liquid waste and garbage shall not be disposed of on-site.

(11)

~~Food trucks~~ **Mobile Food Vendors** shall be subject to the all other applicable city and county ordinances related to food operation.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
 COUNCILMEMBER **ARLENE BECKLES** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6268	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/20/2021 6:30 PM	In Control:	Policy Work Session
Title:	Buford Highway Master Plan		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report Cover Buford Hwy MP 9.20.21](#)
2. [Buford Highway Masterplan](#)

Title
Buford Highway Master Plan

Drafter
Tracy Rye



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS** •
COUNCILMEMBER **BRUCE GAYNOR** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council
From: Tracy Rye, AICP
Meeting Date: September 20, 2021
Item No.: 21-6268
Title: Buford Highway Master Plan
CC: Eric Johnson

Recommendation

Based on the City's 2040 Comprehensive Plan being the guiding principal document in the future growth of the City, and given that the Mayor and Council authorized a Master Plan to be developed for the Buford Highway Corridor within the City limits and that the Economic Development Department and the Community Development Department served as project leads for the study with many stakeholders and a steering committee along with representatives of the Sizemore Group, the Economic Development Department and Community Development staff recommend that the attached Buford Highway Master Plan be adopted into the City's 2040 Comprehensive Plan.

Background

In 2020, the Mayor and Council authorized an RFP for scope, pricing and methodology for a Master Plan to be developed for the Buford Highway Corridor. The RFP was issued and once a fee was established, Mayor and Council authorized the expenditure of funds to develop the Master Plan with Sizemore Group. Staff and Sizemore conducted numerous stakeholder meetings, steering committee meetings, developer roundtables, citizen meetings and charrettes in addition to bi weekly meetings with City staff. The culmination of these meetings is the attached Buford Highway Master Plan which is the initial step in continuing the forward thinking renaissance of the Buford Highway Corridor within Norcross.

Financial Impact

None

Consistent with Comprehensive Plan?

This project is considered to be consistent with the City's adopted 2040 Comprehensive Plan under the Community Work Program, SQ44: Implement Phase 1 of Buford Highway Redevelopment Plan.

Planning and Zoning Board Meeting (9/1/21)

The Planning and Zoning Board voted 5-0 on a recommendation to adopt the Buford Highway Master Plan into the City's 2040 Comprehensive Plan

Attachments

Buford Highway Master Plan and Appendix

Update



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
 COUNCILMEMBER **ARLENE BECKLES** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6283	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/20/2021 6:30 PM	In Control:	Policy Work Session
Title:	Text Amendment to Sec. 2-149 - Discover Garden Park Board		

Sponsors:

Code Sections: Chapter 2 -
Administration, Article V.
- Boards, Commissions,
and Authorities, Sec. 2-
149 - Discovery Garden
Park Board.

Attachments:

1. [Discovery Garden Park Board Ordinance](#)

Title
Text Amendment to Sec. 2-149 - Discover Garden Park Board

Drafter
Barbara Kohlhausen

Sec. 2-149. Discovery Garden Park Board.

- (a) *Finding of need and creation.* There is hereby determined and declared to be a present and future need for a commission to inspire appreciation of nature through organic gardening, education, and demonstration within the city.
- (b) *Creation.* Pursuant to the authority granted under the city Charter, the Mayor and City Council do hereby create a body named the Norcross Discovery Garden Park Board.
- (c) *Duties and responsibilities.* The Norcross Discovery Garden Park Board shall have the following duties and responsibilities:
 - (1) To manage the Norcross Discovery Garden Park ("discovery garden park");
 - (2) To cultivate a growing, creative discovery garden park;
 - (3) To promote continuous growth and development of discovery garden park;
 - (4) To seek funding from donations and public grant funding to promote growth and interest in discovery garden park;
 - (5) To review and make recommendations to the Mayor and Council for the funding and design of discovery garden park;
 - (6) To organize and make recommendations to the Mayor and Council for events at discovery garden park;
 - (7) To prepare a "master discovery garden park plan" for approval by the Mayor and Council after receiving public comment; and
 - (8) To prepare and present to a proposed budget to the Mayor and Council for its operation not later than 60 days prior to the beginning of each fiscal year.
- (d) *Membership and terms.* The Norcross Discovery Garden Park Board shall consist of a board of directors, all members of which shall be appointed by the Mayor and City Council by resolution under the following terms:
 - (1) *Members.* The Norcross Discovery Garden Park Board shall be comprised of ~~nine~~ **nine** ~~seven~~ members. A minimum of ~~five~~ **four** members shall be citizens of the city. Members shall serve at the pleasure of the Mayor and City Council with terms determined by the Norcross Discovery Garden Park Board.
 - (2) *Qualifications.* The membership of the Norcross Discovery Garden Park Board shall consist of taxpayers residing in the city who, in the opinion of the Mayor and City Council, are qualified by experience and training to pass judgment on matters pertaining to discovery garden park and are not employees of the city.
 - (3) *Quorum and voting.* A simple majority of the board shall constitute a quorum.
 - (4) *Chairperson.* The Norcross Discovery Garden Park Board shall annually select one of its members to serve as chairperson.
 - (5) *Secretary of the board.* The chairperson of the Norcross Discovery Garden Park Board shall appoint a secretary of the board and shall make a detailed record of all its proceedings, which shall set forth the reasons for its decision, the vote of each member, the absence of a member and any failure of a member to vote.
- (e) *Bylaws and regulations.* The Norcross Discovery Garden Park Board may make bylaws and regulations for its governance and may delegate to one or more of its officers, agents, and employees such powers and duties as may be deemed necessary and proper.

-
- (f) *Public hearings.* The Mayor and Council do hereby appoint the person who holds the office of City Attorney from time to time and/or the person who holds the office of City Clerk from time to time to act as the hearing officer duly empowered to conduct such public hearings as may be necessary regarding matters involving the Norcross Discovery Garden Park Board, and empowers either of them to take such actions as may be necessary or appropriate in the conduct of such office. The Mayor is authorized to approve the issuance of revenue bonds of the issuer.
- (g) *Dissolution of the board.* The Mayor and Council shall have the power to dissolve the Norcross Discovery Garden Park Board by ordinance.

(Ord. No. 08-2019 , § II, 6-3-2019)



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
COUNCILMEMBER **ARLENE BECKLES** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6284	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/20/2021 6:30 PM	In Control:	Policy Work Session
Title:	Technical Correction Amendment to the 2017 and 2019 Defined Benefit Retirement Plan		

Sponsors:**Code Sections:****Attachments:**

1. [Norcross AA Sept 3 2019 \(8 19 2021\)](#)
2. [Norcross Addendum Sept 3 2019 \(8 19 2021\)](#)
3. [Norcross AA Oct 1 2017 \(8 18 2021\)](#)
4. [Norcross Addendum Oct 1 2017 \(8 19 2021\)](#)

Title

Technical Correction Amendment to the 2017 and 2019 Defined Benefit Retirement Plan

Drafter

Eric Johnson

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for
City of Norcross

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 Norcross, 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 Norcross, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the City of Norcross, 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 Norcross, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **65 Lawrenceville St., Norcross, GA 30071-2556**
Phone: **(770) 448-2122**
Facsimile: **(770) 242-0824**

4. PLAN REPRESENTATIVE

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

Name: **City Clerk**
Address: **65 Lawrenceville St., Norcross, GA 30071-2556**
Phone: **(770) 448-2122**
Facsimile: **(770) 242-0824**

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]

Pension Committee shall be comprised of City Attorney or other attorney appointed by the Governing Authority, City Manager, City Clerk, two (2) employee representatives elected

every two (2) years by the participants, and two (2) appointed members of the Governing Authority.

Pension Committee Secretary: **Human Resources Manager**
 Address: **65 Lawrenceville St., Norcross, GA 30071-2556**
 Phone: **(770) 448-2122**
 Facsimile: **(770) 242-0824**

6. TYPE OF ADOPTION

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

- ☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- ☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- ☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
 - ☒ To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
 - ☒ To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):** **This is an amendment to correct a typographical error relating to Employee Contributions in the Adoption Agreement and General Addendum that took effect on September 3, 2019. Employee Contributions originally took effect November 1, 2011, and were not substantively amended by the September 3, 2019, Plan documents. The Adoption Agreement and General Addendum that were adopted on September 3, 2019, effected a Plan restatement and did amend elective provisions of the Plan.**

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 September 3, 2019 **(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 September 3, 2019 **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective April 1, 2003 **(insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective May 1, 1986 **(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)**: March 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: **40 hours/week regularly scheduled** (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)**: _____.

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))**: **Service rendered prior to March 1, 1981 shall only be considered Credited Past Service for purposes of Vesting and benefit eligibility.**
- ☐ 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))**: _____.

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

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

B. Prior Military Service

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

(1) Credit for Prior Military Service.

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

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

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

(2) Maximum Credit for Prior Military Service.

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

(3) Rate of Accrual for Prior Military Service.

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

- ☐ One month of military service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ One year of military service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Employer.

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

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

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

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

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

C. Prior Governmental Service

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

(1) Credit for Prior Governmental Service.

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

- ☒ Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave).**

- ☐ Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:
- ☐ Computing amount of benefits payable.
 - ☐ Meeting minimum service requirements for vesting.
 - ☐ Meeting minimum service requirements for benefit eligibility.

(2) Definition of Prior Governmental Service.

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

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

(3) Maximum Credit for Prior Governmental Service.

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

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

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

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

(5) Payment for Prior Governmental Service Credit.

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

Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): _____.

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

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

(1) Credit for Unused Paid Time Off.

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

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

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

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

(2) Minimum Service Requirement.

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

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

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

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

(4) Maximum Credit for Unused Paid Time Off.

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

(5) Computation of Unused Paid Time Off.

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

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

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

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

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

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

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

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

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

B. Normal Retirement Qualifications

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

(1) Regular Employees

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

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

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

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

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

- ☐ Attainment of age _____ (insert number)
- ☐ Completion of _____ years (insert number) of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): ☐ all Participants ☐ only the following class(es)

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

(2) Elected or Appointed Members of Governing Authority

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

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

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

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

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

- ☐ Attainment of age _____ **(insert number)**
- ☐ Completion of _____ years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es)

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

C. Alternative Normal Retirement Qualifications

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

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

- (1) ☐ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).
- (2) ☒ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**
- ☒ Attainment of age **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):** _____.

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): Notwithstanding any provision to the contrary, a Participant who is initially employed or reemployed on or after October 1, 2017, is required to be in the Service of the City of Norcross at the time he or she satisfies the above

qualifications (i.e., minimum age 62 and at least 10 years of Total Credited Service) in order to qualify for this Alternative Normal Retirement benefit.

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

- (4) ☐ **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if he has at least _____ years **(insert number)** of Total Credited Service, regardless of the Participant's age.
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the

Participant meets the minimum service requirement specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

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

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

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

(5) ☐ Other Alternative Normal Retirement Benefit.

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): Attainment of age 55 and completion of 20 years pf Total Credited Service as a Firefighter or Police Officer (as defined in Sections 2.34 and 2.51 of the Master Plan, respectively) with the City of Norcross, not including the Participant's prior or future Credited Service as a Firefighter or Police Officer with other GMEBS member employers.

- ☐ 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**): **Participants who are employed by the City of Norcross as Firefighters or Police Officers on or after September 14, 2009, provided that the Plan is not amended to eliminate this Alternative Normal Retirement Benefit before the Participant qualifies for the benefit.**

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)): Notwithstanding any provision to the contrary, a Firefighter or Police Officer who is initially employed or reemployed on or after October 1, 2017, is required to be in the Service of the City of Norcross at the time he or she satisfies the qualifications above (i.e., minimum age 55 with at least 20 years of Total Credited Service as a Firefighter or Police Officer with the City of Norcross) to qualify for this Alternative Normal Retirement benefit.

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

D. Disability Benefit Qualifications

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

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

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

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

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

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

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

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

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

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

- ☒ (a) **Flat Percentage Formula. 1.60% (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): 1) Eligible Regular Employees who are initially employed or reemployed on or after November 1, 2011; and 2) Eligible Regular Employees who are employed as of October 31, 2011, who remain employed on November 1, 2011, and who do not terminate and become reemployed after November 1, 2011, but only when application of this formula would result in a higher benefit than the benefit as determined under the Split Final Average Earnings Formula in subsection 15(B)(1)(c) below.
- ☐ (b) **Alternative Flat Percentage Formula. _____ % (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.**
- ☒ (c) **Split Final Average Earnings Formula. 1.55 % (insert percentage) of Final Average Earnings up to the amount of Covered Compensation (see subsection (2) below for definition of Covered Compensation), plus 2.0% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.**

This formula applies to:

- ☐ All Participants who are Regular Employees.
 - ☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):** Regular Employees who are employed as of October 31, 2011, who remain employed on November 1, 2011, and who do not terminate and become reemployed after November 1, 2011, except as otherwise provided under subsection 15(B)(1)(a) above.
- ☐ (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):** Participants whose benefit is computed using the Split Final Average Earnings Formula in Section 15(B)(1)(c) above.

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

(3) **Final Average Earnings**

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

This definition of Final Average Earnings applies to:

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

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

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

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

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

This formula applies to:

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

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

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

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

Alternative Early Retirement Reduction Table

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

*Interpolate for whole months

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

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

E. Monthly Disability Benefit Amount

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

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

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

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

F. Minimum/Maximum Benefit For Elected Officials

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

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

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

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

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

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

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

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

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

- (b) ☐ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan. However, the Participant may begin receiving benefits after he satisfies the qualifications for Normal Retirement or Alternative Normal Retirement, as

applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Master Plan, in accordance with Section 6.06(b)(2)(B)(i) of the Master Plan.

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

_____.

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

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

_____.

B. Cost Of Living Adjustment

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

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

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

- ☐ All Participants (and their Beneficiaries).
- ☐ Participants (and their Beneficiaries) who terminate employment on or after _____ **(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)**: Participants (and their Beneficiaries) who Terminate employment on or after March 1, 1990. The adjustment shall also apply to Retired Participants (and their Beneficiaries) in pay status as of March 1, 1990.

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

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

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

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

<u>COMPLETED YEARS OF TOTAL CREDITED SERVICE</u>	<u>VESTED PERCENTAGE</u>
1	%
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**): _____.

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

B. Elected or Appointed Members of the Governing Authority

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

- ☒ Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- ☐ No vesting schedule (immediate vesting).
- ☐ Other vesting schedule **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

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

- (1) ☒ **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan. In order to be eligible for this benefit, a Participant must meet the following requirements **(check one)**:
 - ☒ The Participant must be vested in a normal retirement benefit.
 - ☐ The Participant must have _____ years **(insert number)** of Total Credited Service.
 - ☐ The Participant must be eligible for Early or Normal Retirement.
 - ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.
- (2) ☐ **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions **(check one)**:
 - ☐ The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Master Plan.
 - ☐ The Participant must have _____ years **(insert number)** of Total Credited Service.

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

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

- ☐ Total Credited Service accrued prior to the date of the Participant's death.
- ☐ Total Credited Service accrued prior to the date of the Participant's death, plus (**check one**): ☐ one-half (½) ☐ _____ (**insert other fraction**) of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. (**See Master Plan Section 8.02(b) regarding 10-year cap on additional Credited Service.**)

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

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

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

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

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

B. Terminated Vested Death Benefit

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

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

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

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

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

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

19. EMPLOYEE CONTRIBUTIONS

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

- ☐ Are not required.
- ☐ Are required in the amount of _____ % (insert percentage) of Earnings for all Participants.
- ☒ Are required in the amount of 3% (insert percentage) of Earnings for Participants in the following classes (must specify - specific positions are permissible; specific individuals may not be named): Regular Employees initially hired or rehired on or after November 1, 2011. See also Section 15 of the General Addendum concerning payment of Employee Contributions and effect of refund of Employee Contributions.

[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)):**
5% Flat Interest Rate.

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 September 3, 2019.

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

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

Attest:

CITY OF NORCROSS, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

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

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

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary

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

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

*** Items (1) through (2) of General Addendum – Not Applicable ***

(3) Special Waiting Period Requirements for Regular Employees - (see Section 11 of Adoption Agreement regarding Waiting Period) (check as applicable):

- ☒ (a) Waiting Period. Eligible Employees shall be required to complete six (6) months (specify time period) of continuous, uninterrupted Service with the Adopting Employer before they qualify for participation in the Plan. The determination as to whether the waiting period has been satisfied shall be made in accordance with provisions of the Master Plan. This waiting period provision shall apply to (check as applicable):
 - ☐ All Regular Employees.
 - ☐ All Municipal Legal Officers.
 - ☐ All Members of the Governing Authority.
 - ☒ The following class(es) (must specify): Effective November 1, 2011 – December 31, 2014, there was a six (6) month waiting period for participation under the Plan. Eligible Regular Employees who were initially employed or reemployed during this time period commenced participation in the Plan upon satisfying the waiting period. Notwithstanding this six (6) month waiting period, such Eligible Regular Employees were required to commence making Employee Contributions to the Plan immediately upon their date of initial employment or reemployment with the City on or after November 1, 2011, as provided in Section 15 of this Addendum below. The six (6) month waiting period became inapplicable to the Plan on January 1, 2015 in accordance with Section 4.02(b) of the Master Plan, such that

all Eligible Regular Employees who had not satisfied the waiting period as of January 1, 2015 became Participants in the plan as of such date, and all Eligible Regular Employees initially employed or reemployed on or after January 1, 2015 commenced participation in the Plan on their employment dates.

The normal no waiting period will apply to all Eligible Employees not designated in this Section unless otherwise provided in this Section.

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

*** Items (4) 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, 8.08, 8.09, 8.10, 8.12, 9.01 and 9.02):

(a) Employee Contribution Start Date – Notwithstanding any provision in the Master Plan or Adoption Agreement to the contrary, Eligible Regular Employees who are initially employed or reemployed on or after November 1, 2011, shall be required to begin making Employee Contributions to the Plan via payroll deduction at the rate provided in Section 19 of the Adoption Agreement immediately upon their date of initial employment or reemployment with the City, as applicable.

(b) Employee Contributions; Withdrawal and Repayment– Notwithstanding any provision of Section 13.03 of the Master Plan or any provision in the Adoption Agreement to the contrary, the following provisions shall apply with respect to the withdrawal of Employee Contributions:

i. Non-Vested Participants Required to Withdraw Contributions Made on or after November 1, 2011 Upon Termination. If a non-vested Participant's employment is Terminated for any reason other than death after November 1, 2011, he or she shall request that his or her Employee Contributions, if any, made on or after November 1, 2011 be withdrawn.

- ii. **Vested Participants May Withdraw Contributions Made On or After November 1, 2011 Upon Termination.** If a Vested Participant's employment is Terminated after November 1, 2011, for any reason other than death or Retirement, he or she may request that his or her Employee Contributions made on or after November 1, 2011, be withdrawn, unless the Participant chooses to claim his or her Vested benefit, in which case his or her Employee Contributions shall not be withdrawn pursuant to this subsection.
- iii. **Procedure for Withdrawal; Regular Employees Initially Employed or Reemployed on or after November 1, 2011.** Upon such a Participant's Termination, the Pension Committee shall provide notice to the Participant of his or her opportunity to withdraw his or her Employee Contributions, and the Participant shall have 60 days after receipt of such notice to submit a request for withdrawal on a form provided for that purpose. Failure to make such a request within this 60-day period shall result in forfeiture of a Vested Participant's right to request withdrawal upon Termination and shall result in forfeiture of a non-Vested Participant's right to the accrual of further interest. If the Participant withdraws his or her Employee Contributions pursuant to this subsection, he or she shall forfeit for him or herself, his or her heirs and assigns all of his or her rights, title, and interest in the Plan with respect to Service on or after the date of his or her initial employment or reemployment, as applicable, occurring on or after November 1, 2011, and such Service will not be taken into account for purposes of computing the amount of any benefit payable or for purposes of meeting the minimum service requirements for participation, Vesting, or benefit eligibility under the Plan, except as otherwise provided in subsection 15(b)(iv) below. In addition, with respect to Participants who were initially employed prior to November 1, 2011, and who become reemployed on or after November 1, 2011, the amount of any benefit payable for Credited Service prior to the Participant's initial reemployment date occurring on or after November 1, 2011, shall be determined in accordance with the terms of the Plan in effect as of the Participant's most recent Termination occurring prior to his or her reemployment on or after, except as otherwise provided in

subsection 15(b)(v) below. Employee Contributions shall be returned to the Participant within 90 days of receipt of the Participant's request. A partial withdrawal of Employee Contributions under this subsection is not permitted.

- iv. **Interest on Contributions.** A Participant who timely requests withdrawal of his or her Contributions shall be entitled to receive all Employee Contributions credited to his or her individual account from the date on which he or she commenced making Employee Contributions through the date of his or her termination, which shall include 5% interest on Contributions made by the Participant, compounded annually.
- v. **Repayment of Contributions.** If a Participant withdraws his or her Employee Contributions upon termination, and if he or she later resumes employment with the Employer in an Eligible Employee class, then any service credit he or she forfeited by virtue of his or her withdrawal may be reinstated upon his or her reemployment, provided that: 1) he or she satisfies the Plan's break in service rules, as applicable; 2) he or she repays in a lump sum all amounts previously withdrawn plus 8% interest compounded annually from the date of return of Contributions through the date of repayment; and 3) the amount due is paid in full within six (6) months of his or her resumption of employment and prior to the date he or she next Terminates Employment. To the extent permitted by applicable law and the GMEBS Master Plan, Participants may utilize 457(b) trustee-to-trustee transfers or rollovers to effect said repayment.
- vi. **No Withdrawal While Employed.** A Participant may not withdraw his or her Employee Contributions from the Plan as long as he or she remains in the employment of the City and he or she may not borrow against his or her Employee Contributions at any time.

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

Attest:

CITY OF NORCROSS, 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 Norcross

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 Norcross, 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 Norcross, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the City of Norcross, 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 Norcross, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **65 Lawrenceville St., Norcross, GA 30071-2556**
Phone: **(770) 448-2122**
Facsimile: **(770) 242-0824**

4. PLAN REPRESENTATIVE

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

Name: **City Clerk**
Address: **65 Lawrenceville St., Norcross, GA 30071-2556**
Phone: **(770) 448-2122**
Facsimile: **(770) 242-0824**

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]

Pension Committee shall be comprised of City Attorney or other attorney appointed by the Governing Authority, City Manager, City Clerk, two (2) employee representatives elected

every two (2) years by the participants, and two (2) appointed members of the Governing Authority.

Pension Committee Secretary: **Human Resources Manager**
 Address: **65 Lawrenceville St., Norcross, GA 30071-2556**
 Phone: **(770) 448-2122**
 Facsimile: **(770) 242-0824**

6. TYPE OF ADOPTION

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

- ☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- ☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- ☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
 - ☒ To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
 - ☒ To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): **This is an amendment to correct a typographical error relating to Employee Contributions in the Adoption Agreement and General Addendum that took effect on October 1, 2017. Employee Contributions originally took effect November 1, 2011, and were not substantively amended by the October 1, 2017, amendment. The Adoption Agreement and General Addendum that originally took effect on October 1, 2017, amended the Plan to require that a Participant who is initially employed or reemployed on or after October 1, 2017, must be in-service with the City at the time he or she satisfies the requirements of the Plan's Alternative Normal Retirement qualifications (i.e., age 62 with 10 years of Total Credited Service or, age 55 with 20 years of Total Credited Service as a Firefighter or Police Officer for the City of Norcross) to qualify (see Adoption Agreement pp. 16-17 and 19-20) and to eliminate Disability Retirement benefits with respect to Participants who Terminate Employment with the City of Norcross on or after October 1, 2017 (see Adoption Agreement, pp. 20-21 and 26). These amendments remain in effect.**

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 _____ **(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 October 1, 2017 **(insert effective date of this Adoption Agreement not earlier than January 1, 2013).**

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

The Employer's first Adoption Agreement became effective April 1, 2003 **(insert effective date of Employer's first GMEBS Adoption Agreement).** The Employer's GMEBS Plan was originally effective May 1, 1986 **(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**): **March 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: **40 hours/week regularly scheduled** (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)**: _____.

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): Service rendered prior to March 1, 1981 shall only be considered Credited Past Service for purposes of Vesting and benefit eligibility.**
- ☐ 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)):** _____.

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

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

B. Prior Military Service

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

(1) Credit for Prior Military Service.

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

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

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

(2) Maximum Credit for Prior Military Service.

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

(3) Rate of Accrual for Prior Military Service.

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

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

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

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

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

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

C. Prior Governmental Service

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

(1) Credit for Prior Governmental Service.

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

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

(2) Definition of Prior Governmental Service.

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

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

(3) Maximum Credit for Prior Governmental Service.

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

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

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

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

(5) Payment for Prior Governmental Service Credit.

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

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

D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)**(1) Credit for Unused Paid Time Off.**

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

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

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

- ☒ Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility).**
- ☐ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable):**
 - ☐ Unused sick leave
 - ☐ Unused vacation leave
 - ☐ Unused personal leave

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

(2) Minimum Service Requirement.

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

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

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

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

(4) Maximum Credit for Unused Paid Time Off.

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

(5) Computation of Unused Paid Time Off.

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

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

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

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

- ☒ Attainment of age 55 (**insert number**)

- ☒ Completion of 10 years (insert number) of Total Credited Service

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

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

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

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

B. Normal Retirement Qualifications

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

(1) Regular Employees

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

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

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

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

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

- ☐ Attainment of age _____ (insert number)

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

(2) Elected or Appointed Members of Governing Authority

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

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

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

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

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

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

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

C. Alternative Normal Retirement Qualifications

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

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

- (1) ☐ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).
- (2) ☒ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**
- ☒ Attainment of age **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)**: _____.

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):** Notwithstanding any provision to the contrary, a Participant who is initially employed or reemployed on or after October 1, 2017, is required to be in the Service of the City of Norcross at the time he or she satisfies the above qualifications (i.e., minimum age 62 and at least 10 years of Total Credited Service) in order to qualify for this Alternative Normal Retirement benefit.

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule

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

This alternative normal retirement benefit is available to:

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

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

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

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

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): Attainment of age 55 and completion of 20 years pf Total Credited Service as a Firefighter or Police Officer (as defined in Sections 2.34 and 2.51 of the Master Plan, respectively) with the City of Norcross, not including the Participant's prior or future Credited Service as a Firefighter or Police Officer with other GMEBS member employers.

- ☐ 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): Participants who are employed by the City of Norcross as Firefighters or Police Officers on or after September 14, 2009, provided that the Plan is not amended to eliminate this Alternative Normal Retirement Benefit before the Participant qualifies for the benefit.**

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))**: **Notwithstanding any provision to the contrary, a Firefighter or Police Officer who is initially employed or reemployed on or after October 1, 2017, is required to be in the Service of the City of Norcross at the time he or she satisfies the qualifications above (i.e., minimum age 55 with at least 20 years of Total Credited Service as a Firefighter or Police Officer with the City of Norcross) to qualify for this Alternative Normal Retirement benefit.**

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

D. Disability Benefit Qualifications

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

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

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

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

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

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

- ☒ not limited.
- ☐ limited to _____ years for all Participants.
- ☐ limited to _____ years for the following classes of Eligible Regular Employees:
 - ☐ All Eligible Regular Employees.
 - ☐ Only the following Eligible Regular Employees: _____.
- ☐ limited to _____ years as an elected or appointed member of the Governing Authority.
- ☐ limited to _____ years as a Municipal Legal Officer.
- ☐ Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

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

- ☒ (a) **Flat Percentage Formula. 1.60% (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):** 1) Eligible Regular Employees who are initially employed or reemployed on or after November 1, 2011; and 2) Eligible Regular Employees who are employed as of October 31, 2011, who remain employed on November 1, 2011, and who do not terminate and become reemployed after November 1, 2011, but only when application of this formula would result in a higher benefit than the benefit as determined under the Split Final Average Earnings Formula in subsection 15(B)(1)(c) below.

- ☐ (b) **Alternative Flat Percentage Formula.** _____% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____.
- ☒ (c) **Split Final Average Earnings Formula.** 1.55 % (insert percentage) of Final Average Earnings up to the amount of **Covered Compensation** (see subsection (2) below for definition of Covered Compensation), plus 2.0% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- ☐ All Participants who are Regular Employees.
- ☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):** Regular Employees who are employed as of October 31, 2011, who remain employed on November 1, 2011, and who do not terminate and become reemployed after November 1, 2011, except as otherwise provided under subsection 15(B)(1)(a) above.
- ☐ (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):** Participants whose benefit is computed using the Split Final Average Earnings Formula in Section 15(B)(1)(c) above.
- ☐ (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:
- ☐ All Participants who are Regular Employees.
- ☐ Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____.
- ☐ (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$ _____ **(specify amount)**. This definition shall apply to **(check one)**:
- ☐ All Participants who are Regular Employees.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

(3) **Final Average Earnings**

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

This definition of Final Average Earnings applies to:

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

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

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

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

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

This formula applies to:

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

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

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

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

Alternative Early Retirement Reduction Table

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

*Interpolate for whole months

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

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

E. Monthly Disability Benefit Amount

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

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

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

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

F. Minimum/Maximum Benefit For Elected Officials

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

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

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

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

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

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

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

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

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

- (b) ☐ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan. However, the Participant may begin receiving benefits after he satisfies the qualifications for Normal Retirement or Alternative Normal Retirement, as

applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Master Plan, in accordance with Section 6.06(b)(2)(B)(i) of the Master Plan.

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

_____.

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

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

_____.

B. Cost Of Living Adjustment

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

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

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

- ☐ All Participants (and their Beneficiaries).
- ☐ Participants (and their Beneficiaries) who terminate employment on or after _____ **(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)**: Participants (and their Beneficiaries) who Terminate employment on or after March 1, 1990. The adjustment shall also apply to Retired Participants (and their Beneficiaries) in pay status as of March 1, 1990.

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

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

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

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

<u>COMPLETED YEARS OF TOTAL CREDITED SERVICE</u>	<u>VESTED PERCENTAGE</u>
1	%
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**): _____.

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

B. Elected or Appointed Members of the Governing Authority

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

- ☒ Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- ☐ No vesting schedule (immediate vesting).
- ☐ Other vesting schedule **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

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

- (1) ☒ **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan. In order to be eligible for this benefit, a Participant must meet the following requirements **(check one)**:
 - ☒ The Participant must be vested in a normal retirement benefit.
 - ☐ The Participant must have _____ years **(insert number)** of Total Credited Service.
 - ☐ The Participant must be eligible for Early or Normal Retirement.
 - ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.
- (2) ☐ **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions **(check one)**:
 - ☐ The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Master Plan.
 - ☐ The Participant must have _____ years **(insert number)** of Total Credited Service.

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

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

- ☐ Total Credited Service accrued prior to the date of the Participant's death.
- ☐ Total Credited Service accrued prior to the date of the Participant's death, plus (**check one**): ☐ one-half (½) ☐ _____ (**insert other fraction**) of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. (**See Master Plan Section 8.02(b) regarding 10-year cap on additional Credited Service.**)

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

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

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

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

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

B. Terminated Vested Death Benefit

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

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

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

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

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

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

19. EMPLOYEE CONTRIBUTIONS

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

- ☐ Are not required.
- ☐ Are required in the amount of _____ % (insert percentage) of Earnings for all Participants.
- ☒ Are required in the amount of 3% (insert percentage) of Earnings for Participants in the following classes (must specify - specific positions are permissible; specific individuals may not be named): Regular Employees initially hired or rehired on or after November 1, 2011. See also Section 15 of the General Addendum concerning payment of Employee Contributions and effect of refund of Employee Contributions.

[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)):**
5% Flat Interest Rate.

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 October 1, 2017.

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

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

Attest:

CITY OF NORCROSS, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

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

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

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary

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

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

*** Items (1) through (2) of pre-approved Addendum – Not Applicable ***

(3) **Special Waiting Period Requirements for Regular Employees** - (see Section 11 of Adoption Agreement regarding Waiting Period) (check as applicable):

- ☒ (a) **Waiting Period.** Eligible Employees shall be required to complete six (6) months (specify time period) of continuous, uninterrupted Service with the Adopting Employer before they qualify for participation in the Plan. The determination as to whether the waiting period has been satisfied shall be made in accordance with provisions of the Master Plan. This waiting period provision shall apply to (check as applicable):

☐ All Regular Employees.

☐ All Municipal Legal Officers.

☐ All Members of the Governing Authority.

- ☒ The following class(es) (must specify): **Effective November 1, 2011 – December 31, 2014, there was a six (6) month waiting period for participation under the Plan. Eligible Regular Employees who were initially employed or reemployed during this time period commenced participation in the Plan upon satisfying the waiting period. Notwithstanding this six (6) month waiting period, such Eligible Regular Employees were required to commence making Employee Contributions to the Plan immediately upon their date of initial employment or reemployment with the City on or after November 1, 2011, as provided in Section 15 of this Addendum below. The six (6) month waiting period became inapplicable to the Plan on January 1, 2015 in accordance with Section 4.02(b) of the Master**

Plan, such that all Eligible Regular Employees who had not satisfied the waiting period as of January 1, 2015 became Participants in the plan as of such date, and all Eligible Regular Employees initially employed or reemployed on or after January 1, 2015 commenced participation in the Plan on their employment dates.

The normal no waiting period will apply to all Eligible Employees not designated in this Section unless otherwise provided in this Section.

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

***** Items (4) through (14) of pre-approved 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, 8.08, 8.09, 8.10, 8.12, 9.01 and 9.02):

(a) Employee Contribution Start Date – Notwithstanding any provision in the Master Plan or Adoption Agreement to the contrary, Eligible Regular Employees who are initially employed or reemployed on or after November 1, 2011, shall be required to begin making Employee Contributions to the Plan via payroll deduction at the rate provided in Section 19 of the Adoption Agreement immediately upon their date of initial employment or reemployment with the City, as applicable.

(b) Employee Contributions; Withdrawal and Repayment– Notwithstanding any provision of Section 13.03 of the Master Plan or any provision in the Adoption Agreement to the contrary, the following provisions shall apply with respect to the withdrawal of Employee contributions:

i. Non-Vested Participants Required to Withdraw Contributions Made on or after November 1, 2011 Upon Termination. If a non-vested Participant's employment is Terminated for any reason other than death after November 1, 2011, he or she shall request that his or her Employee Contributions, if any, made on or after November 1, 2011 be withdrawn.

- ii. **Vested Participants May Withdraw Contributions Made On or After November 1, 2011 Upon Termination.** If a vested Participant's employment is terminated after November 1, 2011, for any reason other than death or Retirement, he or she may request that his or her Employee Contributions made on or after November 1, 2011, be withdrawn, unless the Participant chooses to claim his or her Vested benefit, in which case his or her Employee Contributions shall not be withdrawn pursuant to this subsection.

- iii. **Procedure for Withdrawal; Regular Employees Initially Employed or Reemployed on or after November 1, 2011.** Upon such a Participant's termination, the Pension Committee shall provide notice to the Participant of his or her opportunity to withdraw his or her Employee Contributions, and the Participant shall have 60 days after receipt of such notice to submit a request for withdrawal on a form provided for that purpose. Failure to make such a request within this 60 day period shall result in forfeiture of a Vested Participant's right to request withdrawal upon Termination and shall result in forfeiture of a non-Vested Participant's right to the accrual of further interest. If the Participant withdraws his or her Employee Contributions pursuant to this subsection, he or she shall forfeit for him or herself, his or her heirs and assigns all of his or her rights, title, and interest in the Plan with respect to Service on or after the date of his or her initial employment or reemployment, as applicable, occurring on or after November 1, 2011, and such Service will not be taken into account for purposes of computing the amount of any benefit payable or for purposes of meeting the minimum service requirements for participation, Vesting, or benefit eligibility under the Plan, except as otherwise provided in subsection 15(b)(iv) below. In addition, with respect to Participants who were initially employed prior to November 1, 2011, and who become reemployed on or after November 1, 2011, the amount of any benefit payable for Credited Service prior to the Participant's initial reemployment date occurring on or after November 1, 2011, shall be determined in accordance with the terms of the Plan in effect as of the Participant's most recent Termination occurring prior to his or her reemployment on or after,

except as otherwise provided in subsection 15(b)(v) below. Employee Contributions shall be returned to the Participant within 90 days of receipt of the Participant's request. A partial withdrawal of Employee Contributions under this subsection is not permitted.

- iv. **Interest on Contributions.** A Participant who timely requests withdrawal of his or her contributions shall be entitled to receive all Employee Contributions credited to his or her individual account from the date on which he or she commenced making Employee Contributions through the date of his or her termination, which shall include 5% interest on contributions made by the Participant, compounded annually.
- v. **Repayment of Contributions.** If a Participant withdraws his or her Employee Contributions upon termination, and if he or she later resumes employment with the Employer in an Eligible Employee class, then any service credit he or she forfeited by virtue of his or her withdrawal may be reinstated upon his or her reemployment, provided that: 1) he or she satisfies the Plan's break in service rules, as applicable; 2) he or she repays in a lump sum all amounts previously withdrawn plus 8% interest compounded annually from the date of return of contributions through the date of repayment; and 3) the amount due is paid in full within six (6) months of his or her resumption of employment and prior to the date he or she next Terminates Employment. To the extent permitted by applicable law and the GMEBS Master Plan, Participants may utilize 457(b) trustee-to-trustee transfers or rollovers to effect said repayment.
- vi. **No Withdrawal While Employed.** A Participant may not withdraw his or her Employee Contributions from the Plan as long as he or she remains in the employment of the City and he or she may not borrow against his or her Employee Contributions at any time.

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

Attest:

CITY OF NORCROSS, 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



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
COUNCILMEMBER **ARLENE BECKLES** • COUNCILMEMBER **BRUCE GAYNOR** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	21-6285	Version:	
Type #:	Agenda Item	Status:	
On Agenda:	9/20/2021 6:30 PM	In Control:	Policy Work Session
Title:	Annexation Impact Analysis		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Annexation 9.20.2021](#)

Title
Annexation Impact Analysis

Drafter
Councilmember Matt Myers



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
COUNCILMEMBER **BRUCE GAYNOR** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council

From: Councilmember Matt Myers

Meeting Date: September 20, 2021 – Policy Work Session

Item No.: 21-6285

Title: Annexation Impact Analysis

CC: Eric Johnson

Recommendation:

Approve/Deny to give staff direction/guidance on completion and or update of impact analysis for proposed Annexation areas both for “Original” and “Smaller” proposed maps.

Approve/Deny Upon completion of impact analysis to schedule a town hall or series of town halls to share the findings with the community and businesses in Norcross.

Approve/Deny to give staff direction/guidance to collaborate with City Council appointed representative to form and present to business(es) in the proposed Annexation areas any opportunities to annex into the City of Norcross by 100% Method.

Background:

As a result of our March 17th Special Call Meeting there was a motion and Unanimous vote by Council to table this discussion until Summer 2021. I believe with the summer months coming to a close this is the most appropriate time to continue this discussion to give staff and council adequate time and information to deliberate on possible Annexation opportunities.

Financial Impact:

Unknown

Consistent with Comprehensive Plan?**Policy 4-10 of 2040 Comprehensive Plan**

"Policy 4-10: Regularly evaluate annexation opportunities to grow the city's labor force and economic base."

Next Steps**Attachments****Update**



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **MATT MYERS**
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City of Norcross

Legislation Details (With Details)

File #:	21-6286	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/20/2021 6:30 PM	In Control:	Policy Work Session
Title:	Norcross Power Rate Change - Delay		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Electric Rates](#)
2. [Norcross proposed rates \(2019\)](#)

Title
Norcross Power Rate Change - Delay

Drafter
Councilmember Matt Myers



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **JOSH BARE** · COUNCILMEMBER **ANDREW HIXSON** · COUNCILMEMBER **MATT MYERS** ·
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Agenda Report

To: Mayor and Council

From: Councilmember Matt Myers

Meeting Date: September 20, 2021 - Policy Work Session

Item No.: 21-6286

Title: Electricity rates for calendar year 2022

CC: Eric Johnson

Recommendation

Authorize a delay in the electricity rate increase previously scheduled for January 1, 2022 until April 1, 2022 to allow time for Electric Cities of Georgia (ECG) to complete a new rate study that will determine the necessity for electric rates changes based on updated assumptions.

Background

In November 2019, Mayor and Council approved a series of rate increases, effective January 1, 2020, based on a rate analysis completed by ECG. Based on that schedule, a 1.9% increase would take effect on January 1, 2022 and show up on bills received by Norcross Power customers in February.

At a recent presentation by ECG, the planned increase was discussed in the context of a request by the City for ECG to update assumptions and present the City with a new rate model. Completion of that model is tentatively scheduled for November 2021.

Financial Impact

The adopted FY 22 budget did not include revenue or reserves associated with a rate increase. Once the new rate model is presented, Mayor and Council may consider whether to adjust rates and the Electric Fund budget will be amended, as appropriate.

Consistent with Comprehensive Plan?

Yes. The comprehensive plan does not address revenue, but anticipates development patterns and smart city approaches that are reliant on Norcross Power service capabilities and funding strategies which, in turn, rely on regularly updated assumptions.

Next Steps

Receive ECG's updated rate study in order to assess the impact of updated assumptions on rates and revenue.

Attachments

2019 rate schedule

Update

Not applicable.

		CURRENT	EFF 1/1/20	EFF 1/1/21	EFF 1/1/22	EFF 1/1/23
CLASS		RATES	RATES	RATES	RATES	RATES
RESIDENTIAL	RESIDENTIAL					
	Base	\$20.00	\$21.00	\$22.00	\$23.00	\$24.00
	Senior	\$5.50	\$6.00	\$6.50	\$7.00	\$7.50
	Energy					
	First 500 kWh (S)	0.093450	0.111030	0.110361	0.111755	0.113562
	Next 500 kWh (S)	0.116050	0.133630	0.132961	0.134355	0.136162
	Over 1000 kWh (S)	0.137000	0.154580	0.153911	0.155305	0.157112
	First 500 kWh (W)	0.093450	0.111030	0.110361	0.111755	0.113562
	Next 500 kWh (W)	0.092950	0.110530	0.109861	0.111255	0.113062
	Over 1000 kWh (W)	0.092000	0.109580	0.108911	0.110305	0.112112
	ECCR	0.00580	0.00580	0.00580	0.00580	0.00580
	PCA	0.01800	-	-	-	-
COMM ND	COMMERCIAL NON-DEMAND					
	Base	\$22.00	\$23.00	\$24.00	\$25.00	\$26.00
	Energy					
	All kWh (S)	0.153070	0.167322	0.164837	0.167892	0.170415
	All kWh (W)	0.138120	0.152372	0.149887	0.152942	0.155465
	ECCR	0.00580	0.005800	0.005800	0.005800	0.005800
	PCA	0.01800	-	-	-	-
COMMERCIAL DEMAND	COMMERCIAL DEMAND					
	Base	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
	Demand	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00
	Energy					
	First 200 HUD					
	First 3,000 kWh	0.082000	0.099746	0.099662	0.102130	0.104424
	Next 7,000 kWh	0.079000	0.096746	0.096662	0.099130	0.101424
	Next 90,000 kWh	0.076700	0.094446	0.094362	0.096830	0.099124
	Over 100,000 kWh	0.066500	0.084246	0.084162	0.086630	0.088924
	200-400 HUD	0.057220	0.074966	0.074882	0.077350	0.079644
	400-600 HUD	0.053000	0.070466	0.070382	0.072850	0.075144
	> 600 HUD	0.050000	0.066966	0.066382	0.068850	0.071144
	ECCR	0.00580	0.00580	0.00580	0.00580	0.00580
	PCA	0.01800	-	-	-	-
LIGHTING	LIGHTING					
	100W HPS	\$9.00	\$10.00	\$10.00	\$10.19	\$10.38
	150W HPS	\$9.00	\$10.00	\$10.00	\$10.19	\$10.38
	175W MV	\$9.00	\$10.00	\$10.00	\$10.19	\$10.38
	250W HPS	\$15.00	\$15.00	\$15.00	\$15.28	\$15.56
	250W MH	\$15.00	\$15.00	\$15.00	\$15.28	\$15.56
	400W HPS	\$22.00	\$22.00	\$22.00	\$22.42	\$22.83
	400W MV	\$20.00	\$20.00	\$20.00	\$20.38	\$20.75
	70W MV	\$42.00	\$42.00	\$42.00	\$42.80	\$43.58
	DEC 100	\$9.00	\$10.00	\$10.00	\$10.19	\$10.38
	DEC 150	\$9.00	\$10.00	\$10.00	\$10.19	\$10.38
	DEC 250	\$15.00	\$15.00	\$15.00	\$15.28	\$15.56
	DEC 400	\$20.00	\$20.00	\$20.00	\$20.38	\$20.75
	HP/MH VRD 1000W	\$36.00	\$36.00	\$36.00	\$36.68	\$37.35
	HPSV 1000W	\$28.00	\$30.00	\$30.00	\$30.57	\$31.13
	MH FD 1000W	\$36.00	\$36.00	\$36.00	\$36.68	\$37.35
	MH FD 1500W	\$45.00	\$45.00	\$45.00	\$45.85	\$46.69
	Monument Light	\$23.23	\$23.23	\$23.23	\$23.67	\$24.10
	Traffic Camera	\$21.00	\$21.00	\$21.00	\$21.40	\$21.79
DISTR GENERATION	DISTRIBUTED GENERATION					
	Meter Charge (Bi-directional)	\$2.50	\$4.50	\$4.50	\$4.50	\$4.50
	Standby Capacity Rate					
	Residential	\$11.27	\$16.57	\$16.57	\$16.57	\$16.57
	Commercial Non-Demand	\$14.94	\$20.11	\$20.11	\$20.11	\$20.11
	Commercial Demand	\$21.12	\$22.77	\$22.77	\$22.77	\$22.77
	Standby % Capacity Factor	Not Applicable	set by City	set by City	set by City	set by City

* Distributed Generation Standby Charge \$ = % Capacity Factor x \$/kW Standby Capacity Rate x Nameplate kW

Attachment: Norcross proposed rates (2019) (21-6286 : Norcross Power Rate Change - Delay)



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City of Norcross

Legislation Details (With Details)

File #:	21-6287	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/20/2021 6:30 PM	In Control:	Policy Work Session
Title:	ARPA Advisory Committee Report		

Sponsors:

Code Sections:

Attachments:

1. [Interim Report to Council](#)

Title
ARPA Advisory Committee Report

Drafter
Elaine Puckett

Interim Report to Council

After two meetings the ARPA citizen committee makes the following recommendation:

With approximately 1.2 m. dollars in funding to consider, it is the consensus of the group that funds be directed to 1) aid for small businesses and 2) aid to non-profits that are equipped to channel funds directly to households in need. (Assistance with rent, mortgages, utilities, COVID related funeral expenses and childcare for working parents are key areas where these dollars might have significant impact.) The distribution would likely be in the form of grants.

As the committee discussed the appropriate division of funds, something in the range of a 60/40 split between dollars for small businesses and help to households emerged. However, the committee stopped short of making this division of funds an official recommendation until there has been further discussion. There is a desire to maintain some flexibility until we work through recommendations regarding eligibility requirements and prioritization of awards.

Because there are several dimensions to this task, we are asking Council to adopt an iterative process with feedback loops. Our request this evening is for confirmation that this general direction matches the will of the Council. This will help us avoid making process recommendations that are not in line with funds distribution categories that Council supports. Our next meeting is September 22nd.