

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, October 4, 2021

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Matt Myers

Councilmember Bruce Gaynor

Councilmember Arlene Beckles

- A. Call to Order by Mayor Craig Newton**
PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES
- B. Invocation**
- C. Pledge of Allegiance to the Flag of the United States of America**
- D. Roll Call (recorded)**
- E. Presentation of previous meetings minutes for acceptance**
 - [21-6292](#) [Approval of Previous Meeting Minutes](#)
 - [Mayor and Council Visioning Session - Visioning Session - Jul 23, 2021 11:00 AM](#)
 - [Mayor and Council - Regular Meeting - Sep 7, 2021 6:30 PM](#)
 - [Policy Work Session - Regular Meeting - Sep 20, 2021 6:30 PM](#)
- F. Set agenda as presented for scheduled meeting.**
 - 1. [21-6293](#) **Acceptance of the Agenda**
- G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**
 - a. [21-6296](#) **Important Announcements and Updates Regarding COVID-19**
The Mayor and Council will be joined by Dr. Arona, District Health Director, and CEO of Gwinnett, Newton, and Rockdale County Health Departments who will present critical information and updates regarding COVID-19.
- H. Floor Open to Citizens Desiring to Address the Governing Authority**
 - a. **Comments by Citizens**
 - b. **Comments by Council**
 - c. **Comments by City Manager**
- PH. Public Hearings**
 - PH. [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.

[M&C Text2021-003 Packet 10.04.21](#)

- PH. [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 Withdrawal Packet](#)
- PH. [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).

[RZ2021-005 244 Kelly Full Packet 10.04.21](#)
- PH. [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.

[M&C Text2021-003 Packet 10.04.21](#)
[Buford Highway Masterplan](#)

J. Reports of the Mayor and Councilmembers

a. General Announcements

OCTOBER CALENDAR OF EVENTS

Please remember to wear a mask and social distance at all in-person events.

Movie Monday: The Farewell

Monday, October 11 | 1:30 & 6:30 p.m. | Norcross Community Center

Advance Voting

Tuesday, October 12 - 29 | 9:00 - 5:00 p.m. City Hall

Saturday, October 16 & 23 | 9:00 - 5:00 p.m. City Hall

Coffee with Council

Saturday, October 16 | 8 a.m. | 45 South Cafe

Norcross 150th (+1) Birthday Celebration

Saturday, October 23 | 4 - 10 p.m. | Lillian Webb Park

Monday Movie: Yesterday

Monday, October 25 | 1:30 & 6:30 p.m. | Norcross Community Center

Deutsche Klassic Car Show

Saturday, October 30 | 10 a.m. - 3 p.m. | Downtown Norcross

Downtown Norcross Trick-or-Treating

Sunday, October 31 | 12 - 4 p.m. | Downtown Norcross Merchants

K. Board Appointments

- A. [21-6294](#) **Board Appointment - Discovery Garden Park Board**
- B. [21-6295](#) **Board Appointment - Norcross Public Arts Commission**

L. Approval of Consent Agenda

1. [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.

[2021 Amendment to Code to Change number of members and membership qualifications for DGP Board](#)

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. [21-6284](#) **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 \(8 19 2021\)](#)

5. [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 \(2019\)](#)

M. **Items for Discussion**

N. **Adjourn in memory of**

O. **Adjourn to Executive Session for Personnel, Real Estate or Legal**

P. **Signed by**_____ **Mayor Craig Newton**

Q. **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 #:	21-6292	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/4/2021 6:30 PM	In Control:	Mayor and Council
Title:	Approval of Previous Meeting Minutes		

Sponsors:

Code Sections:

Title
Approval of Previous Meeting Minutes

Motion
 A motion to Approve the minutes of the July 23rd Visioning Session, the September 7th Regular Council Meeting and Executive Session, and the September 20th Policy Work Session and Executive Session.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Friday, July 23, 2021

11:00 AM

1818 Club

Mayor and Council Visioning Session

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Matt Myers

Councilmember Bruce Gaynor

Councilmember Arlene Beckles

Minutes Acceptance: Minutes of Jul 23, 2021 11:00 AM (Presentation of previous meetings minutes for acceptance)

I. Call to Order

Attendee Name	Title	Status	Arrived
Craig Newton	Mayor	Present	
Josh Bare	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Matt Myers	Councilmember	Present	
Bruce Gaynor	Councilmember	Present	
Arlene Beckles	Councilmember	Present	

Visioning Session was called to order at 11:00 AM by Mayor Craig Newton

II. 11 am - 12:30 pm Roles and Responsibilities of Mayor and Council and Development Authority Boards Development Project Design, Funding, and Implementation

[Roles and Responsibilities Council and DDA](#)

Development Project Design, Funding, and Implementation

[Development Project Design Presentation](#)

III. 12:30 pm - 1:00 pm Lunch**IV. 1:00 pm - 2:30 pm Sizemore Group Presentation**

[Norcross BuHi MP M&C Visioning Session 7.23.21](#)

[Appendix 7.23.21](#)

V. 2:30 pm - 2:45 pm Break**VI. 2:45 pm - 4:15 pm Place and Priority Development Project Visioning Session**

[Place Visioning Presentation](#)

VII. 4:15 pm - 5:00 pm Bond Financing**VIII. Session Objectives:**

1. Define the Development Authority Board's Powers.
2. Provide information and best practices for Development Projects design, funding, and implementation.
3. Review the Sizemore Group study and discuss overall Vision and additional projects/areas of priority.
4. Determine Priority Projects, identify funding mechanisms, and create an action plan to include criteria for the IGA.

Minutes Acceptance: Minutes of Jul 23, 2021 11:00 AM (Presentation of previous meetings minutes for acceptance)

DEVELOPMENT PROJECTS



“ Development Projects are a result of Stakeholder Engagement, Visioning, and Planning. They should holistically benefit the community and have long-term positive impacts.”

-Stephanie Russell

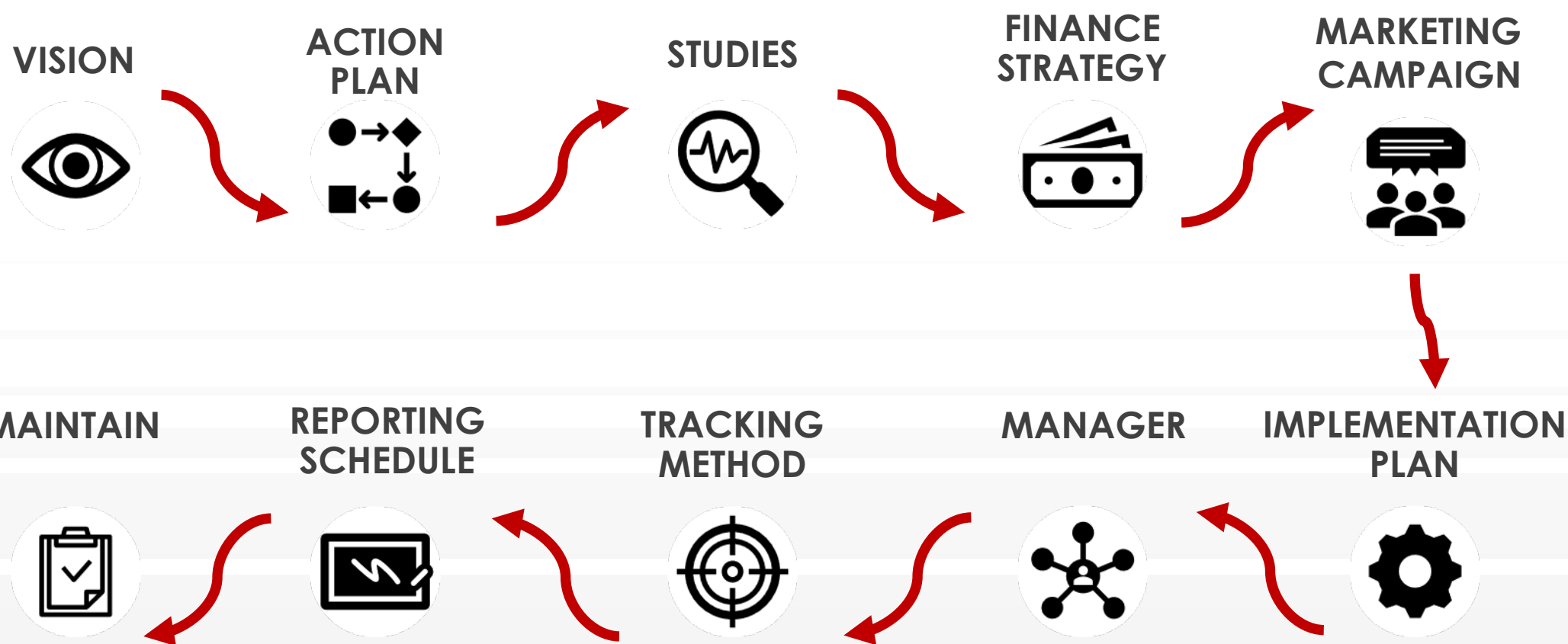
THE TEAM

The team should include City Development staff, Elected Officials, Development Authority members, and other Stakeholders.



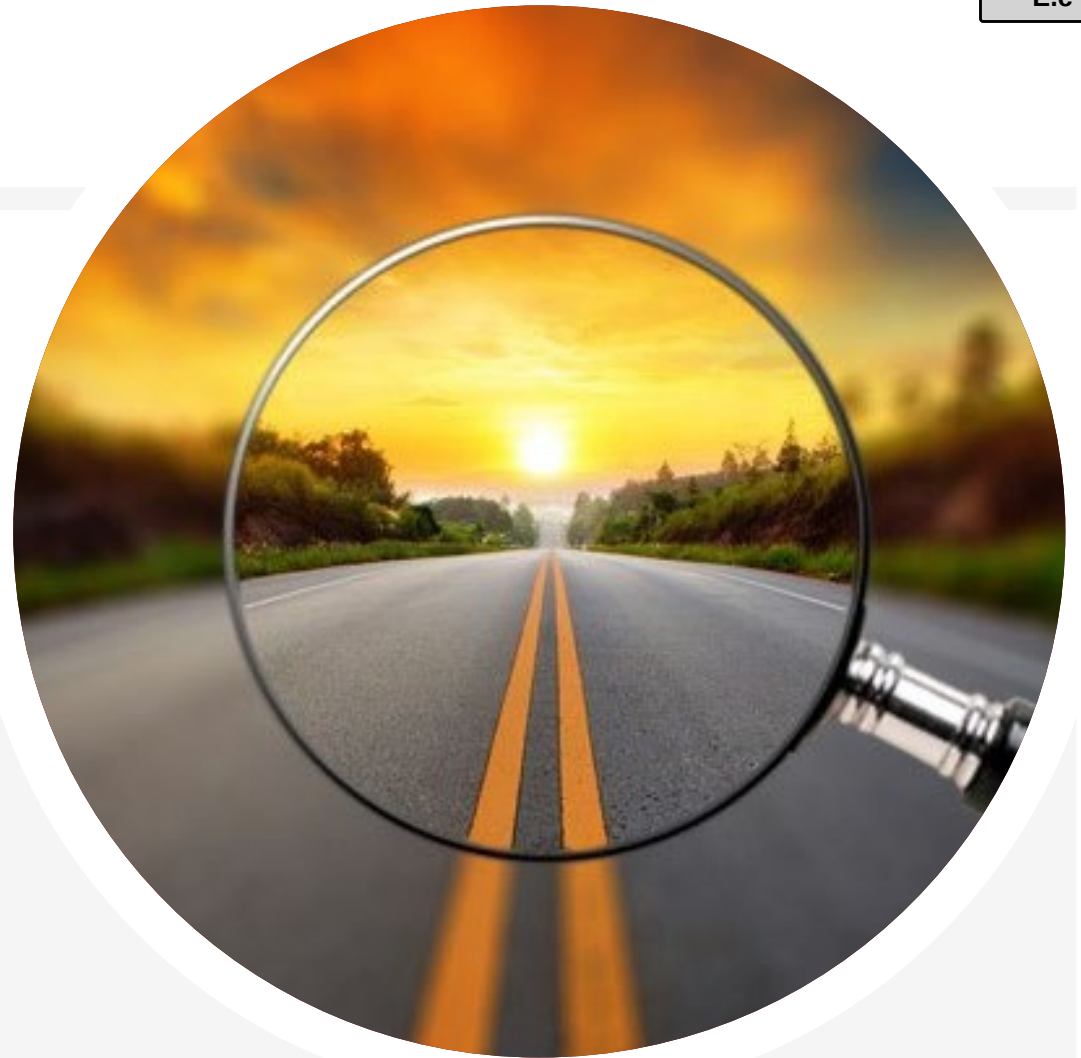
DEVELOPMENT PROJECT FLOW CHART





VISION

Host a Visioning Session with community stakeholders and leaders to determine short and long-term projects that complements the overall Vision of the community.



ACTION PLAN

Create an Action Plan to define projects, create objectives, and develop a timeline for implementation.



STUDIES

Complete any relevant project and area studies such as feasibility, fiscal impact, environmental, etc. prior to any action taken to begin work on the projects. This is a critical due diligence step.



FINANCE

Create a Finance Strategy for the projects to include implementation cost projections and potential program and maintenance budgets.



MARKETING

**Create a project
Marketing Campaign to
present to the public for
feedback and general
approval.**





IMPLEMENT

Create an Implementation Plan to include any action plan and/or finance strategy revisions, needed property acquisitions or RFPs, environmental or logistical considerations, marketing and PR, etc.

MANAGER

Designate a Project Manager or team responsible for the management and completion of the Implementation Plan and tracking and reporting the project's progress.



TRACKING

Create a Tracking Method for the projects' progress, budget, and marketing. This should correspond with the Implementation Plan objectives.



REPORTING

Create a Reporting Schedule to regularly inform the public regarding the projects' progress. Examples include, reports, press releases, social media posts, and media opportunities.



MAINTAIN

Create and implement a Maintenance Plan for the projects that includes actions items for long term sustainability and growth.



IMPLEMENTATION PLAN

E.c



- IGA
- FOUNDATION PREPARATIONS
- PROPERTY ASSESSMENT
- RECRUIT DEVELOPER
- THE DEAL
- DEVELOPMENT AGREEMENT
- DEAL EXECUTION

Minutes Acceptance: Minutes of Jul 23, 2021 11:00 AM (Presentation of previous meetings



“It’s about Leveraging Vision and Practicality into Opportunity”

Monica H. Callahan
Planning & Development Director,
Madison Georgia

INTER-GOVERNMENTAL AGREEMENT

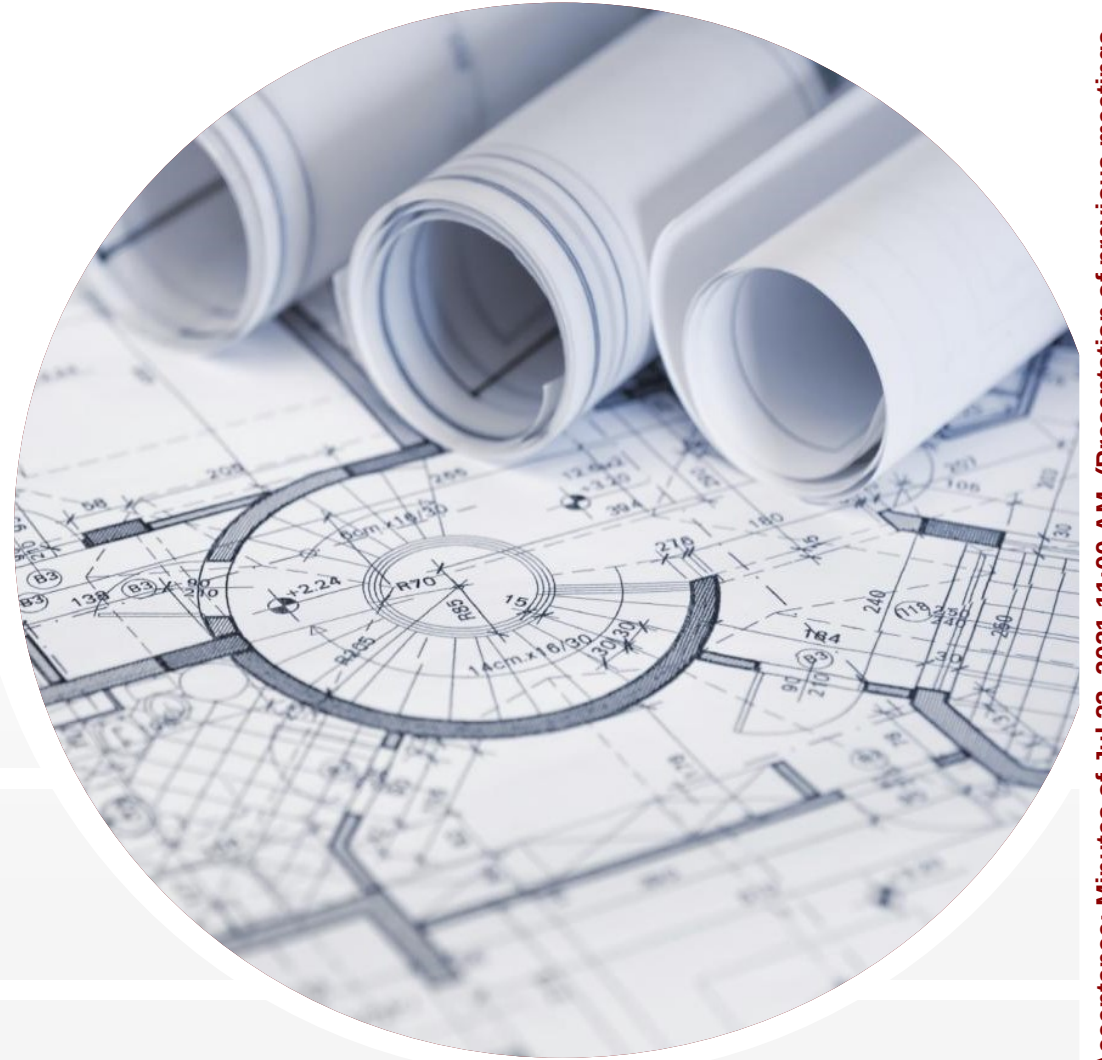
Create an Inter-Governmental Agreement between the City and the DDA that mirrors the Downtown Vision and Action Plans to lease and/or deed property to the DDA as well as provide funding for property acquisition, rehabilitation, and projects.



FOUNDATION

Create a developer friendly foundation that could include:

- Overlay district
- Downtown friendly codes
- Licensing and permitting friendly internal processes
- Incentive ordinance
- Incentive menu
- Property inventory
- Marketing plan



PROPERTY ASSESSMENT

Development Project Property Assessment

Items	Community Development	Municipal Court	Brewery CD	Brewery MC	Mixed Use CD	Mixed Use MC	60 Townhouses - Pineview	45 Townhouses - Circle
Estimated Property Value	\$ 450,000.00	\$ 2,299,119.00	\$ 2,450,000.00	\$ 17,299,119.00	\$ 3,450,000.00	\$ 6,394,119.00		
Acreage	0.57	2.68	\$ 0.57	\$ 2.68	\$ 0.57	\$ 2.68	2.5	1.5
Building sq. ft.	6100	10454	10000	50000	30000	40950		
Revenues								
Annual Lease	\$0.00	\$0.00	\$18,000.00	\$42,000.00	\$18,000.00	\$42,000.00		
Annual Lease Purchase	\$0.00	\$0.00	\$18,000.00	\$42,000.00	\$18,000.00	\$42,000.00		
Property Sale	\$0.00	\$0.00	\$450,000.00	\$860,000.00	\$450,000.00	\$860,000.00		
Annual Water Usage Fees	\$0.00	\$0.00	\$5,181.13	\$25,905.67	\$48,268.80	\$68,385.87	\$ 56,592.00	\$ 42,444.00
Annual Sewer Usage Fees	\$0.00	\$0.00	\$5,483.68	\$27,418.41	\$51,156.00	\$72,466.65	\$ 62,640.00	\$ 46,980.00
Alcohol Licensing Fees	\$0.00	\$0.00	\$900.00	\$900.00	\$9,600.00	\$14,400.00	\$ -	\$ -
Taxes								
Property Taxes	\$0.00	\$0.00	\$8,330.00	\$58,817.00	\$11,730.00	\$21,740.00		
Personal Property Taxes	\$0.00	\$0.00	\$2,915.50	\$20,585.95	\$4,105.50	\$7,609.00		
Occupational Taxes	\$0.00	\$0.00	\$1,273.00	\$6,473.00	\$814.25	\$977.10	\$ -	\$ -
Development Fees								
Development Permitting	\$0.00	\$0.00	\$3,605.60	\$10,356.40	\$3,605.60	\$10,356.40	\$ 9,775.00	\$ 6,545.00
Building Permitting Fees	\$0.00	\$0.00	\$8,085.00	\$14,235.00	\$11,085.00	\$19,917.36	\$ 36,000.00	\$ 27,000.00
Building Plan Review Fees	\$0.00	\$0.00	\$4,042.50	\$7,117.50	\$5,542.50	\$9,958.68	\$ 1,250.00	\$ 1,250.00
Impact Fees	\$0.00	\$0.00	\$3,841.90	\$15,038.00	\$49,614.48	\$63,038.83	\$ 130,921.20	\$ 98,190.90
Sewer Capacity Fees	\$0.00	\$0.00	\$17,858.73	\$89,293.66	\$171,598.00	\$243,082.58	\$ 204,000.00	\$ 153,000.00
Water Meter Fees	\$0.00	\$0.00	\$2,300.00	\$2,300.00	\$8,050.00	\$10,350.00	On master meter	\$ 58,275.00
Water Flow Test	\$0.00	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00	\$ 500.00	\$ 500.00
Incentives								
Tier 1 Incentive	\$0.00	\$0.00					\$ 4,775.00	\$ 1,545.00
Tier 2 Incentive	\$0.00	\$0.00					\$ 42,025.00	\$ 88,070.00
Downtown Incentive	\$0.00	\$0.00						
Year of Free Rent	\$0.00	\$0.00	\$18,000.00	\$42,000.00				
5 year 50% towards Lease Purchase	\$0.00	\$0.00	\$9,000.00	\$21,000.00				
Development Fee Deduction	\$0.00	\$0.00	\$40,233.73	\$138,840.56	\$249,995.58	\$357,203.85	\$382,446.20	\$344,760.90
Renovation Grant	\$0.00	\$0.00	\$75,000.00	\$75,000.00	\$0.00	\$0.00		
Equipment Financing at 2% interest	\$0.00	\$0.00	\$500,000.00	\$500,000.00	\$0.00	\$0.00		
5 year Tax Abatement	\$0.00	\$0.00	\$34,000.00	\$170,000.00	\$0.00	\$0.00		
Project Outcomes								
Annual Visitors	2080	0	26000	52000	18200	18200		
Residents	0	0	0	0	0	0	60	45
Parking	47	19	0	25				
Number of Jobs Created	0	0	10-20	65-80	35	35		
Average wage per employee	\$0.00	\$0.00	\$14.17	\$14.17	\$13.07	\$13.07		

RECRUIT

Actively seek out developers for the IGA projects via an RFP process, open house, marketing strategy, etc. Stay true to the Vision and Action Plans





THE DEAL

Utilizing the Property Assessment, craft a Deal for the potential project/property.



PURCHASE & SALE OR LEASE AGREEMENTS

- Draft a Purchase and Sale Agreement (PSA) or a Lease Agreement (LA) between the DDA and the Developer.
- Include extensive conditions and a “claw back” clause for non-performance.



DEVELOPMENT AGREEMENT

Draft a Development Agreement that outlines the Deal and incentives package and that spells out the performance expectations for the developer.

Add sunset clauses and claw backs.

EXECUTE THE DEAL

Once the deal is executed
return to the Manager step
in the Development
Project Flow Chart.





For More Infc

Stephanie Russell
678-244-0511
srussell@gacities.com
www.gacities.com



Development Authority

Mechanics & Management



PURPOSE

PROTECT

Development Authorities are regulated by state statute, so they can provide protection to cities who work through their DAs.

POWERS

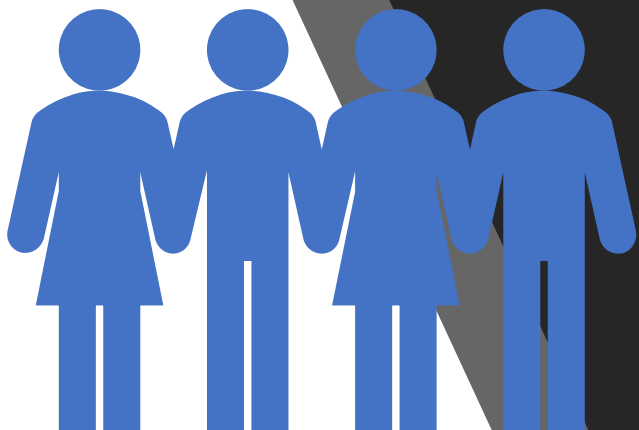
DAs have certain powers granted by the state that cities don't have.

PROJECTS

DAs are charged with redevelopment of their service area and completing projects.

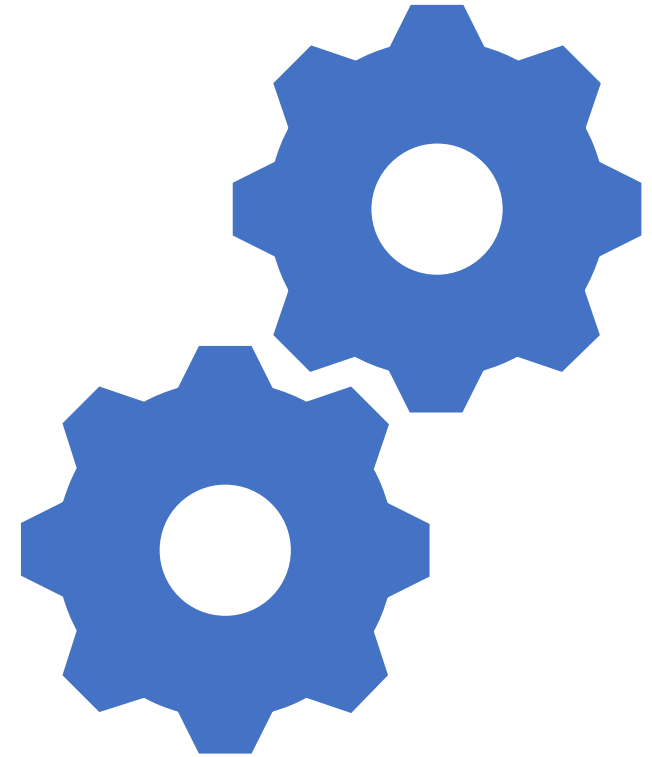
POTENTIAL

DAs are concerned only with their mission and projects, not the burdens of a local government, so board members have the potential to solve problems and engage in sustainable redevelopment.



MECHANICS

Creation
Organization
Powers
Requirements



PURPOSE

PURPOSE OF A DDA GA Code § 36-42-2 (2019)

The revitalization and redevelopment of the central business districts of the municipal corporations of this state develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of this state by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade, and commerce within the municipal corporations of this state. Revitalization and redevelopment of central business districts by financing projects under this chapter will develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and will promote the general welfare of this state.

PURPOSE OF A DA GA CONSTITUTION Article IX, Sec. VI, Para. III

The development of trade, commerce, industry, and employment opportunities being a public purpose vital to the welfare of the people of this state, the General Assembly may create development authorities to promote and further such purposes or may authorize the creation of such an authority by any county or municipality or combination thereof under such uniform terms and conditions as it may deem necessary. The General Assembly may exempt from taxation development authority obligations, properties, activities, or income and may authorize the issuance of revenue bonds by such authorities which shall not constitute an indebtedness of the state within the meaning of Section V of this article.

DDA HEIRARCHY

1. GEORGIA CONSITUTION
2. ACTIVATING RESOLUTION
3. DDA/DA BOARD OF DIRECTORS
4. DDA/DA BYLAWS
5. DDA/DA OFFICERS
6. DDA/DA STAFF
7. DDA/DA ATTORNEY

POWERS

Always ask the following questions and consult the STATE STATUTE before conducting any business:

Does the DDA/DA have the POWER to do what it is doing?

Does the PROJECT meet the state statue's definition of its PURPOSE?

STATE REQUIREMENTS

- Downtown Authorities are required to register annually with the Department of Community Affairs.
- They must also complete an annual financial report to be submitted to the Department of Community Affairs.

For information regarding registration and financial reporting please visit the Department of Community Affairs Local Government Authorities website page at:

www.dca.ga.gov/local-government-assistance/research-surveys/local-government-authorities

LAWS APPLICABLE TO DDA/DAs

E.c

Open Meetings Act, O.C.G.A. Sec. 50-14-1 et seq.,

Open Records Act, O.C.G.A. Sec. 50-18-70, et seq.

State Code of Ethics, O.C.G.A. Sec. 45-10-3.

Reporting of “public “benefits” it provides (applies to certain incentives). See O.C.G.A. Sec. 50-36-1

Georgia Gratuities Clause: Ga. Const. 1983, Art. III, Sec. VI, Par. VI (a).

Georgia Local Government Public Works Construction Law. O.C.G.A. Sec. 36-91-1 et seq.

Federal and State environmental laws

Local Government Authorities Registration Act O.C.G.A. 36-80-16

Annual Reporting of Development Authority Revenues O.C.G.A 36-81-8

Minutes Acceptance: Minutes of Jul 23, 2021 11:00 AM (Presentation of previous meetings

MANAGEMENT

Strategic Planning
IGA
Projects



STRATEGIC PLANNING

A Best Practice for DDA/DA is to undergo annual strategic planning **with the governing municipal body to develop a VISION and ACTION plan** from which projects can be planned and funded.

Sources for project planning can include:

- Comprehensive or Master Plans, LCIs, and Downtown Studies
- Community Input/Visioning Sessions or Charettes
- Target Business Analysis or Business Needs Assessments and Retail Leakage/Tapestry Reports
- Asset Inventory or Placemaking Assessments

DDA STRATEGIC PLANNING FLOW CHART



IGA – City and DDA

- Best Practice
- Keeps Everyone on the Same Page
- Binding Legal Agreement
- Needs to Mirror the Downtown Vision and Action Plans
- Provides Resources for the DDA to Create, Fund, and Implement the Priority Development Projects
- Provides Deadlines and Clawbacks
- Can be for Overall Downtown Development or Specific Projects

DDA/DAs CAN'Ts

Projects must serve the purpose of the DDA/DA creation as defined by the state statute:

- Can't confer "gifts or gratuities."

Use caution in developing Incentives.

- Can't go beyond its powers

Projects need to stay within the DDA/DA boundaries and statutory powers

- Can't carry out SPLOST or Taxpayer funded Public Projects.

Exception: P3s (with restriction)

FOR MORE INFORMATION



For more information about
Downtown Development Authorities
please contact:

Stephanie Russell
Georgia Municipal Association
Economic Development Manager
srussell@gacities.com
678-244-0511



E.c

Minutes Acceptance: Minutes of Jul 23, 2021 11:00 AM (Presentation of previous meetings



NORCROSS PHASE 2 DEVELOPMENT POTENTIAL

3 OPTIONS

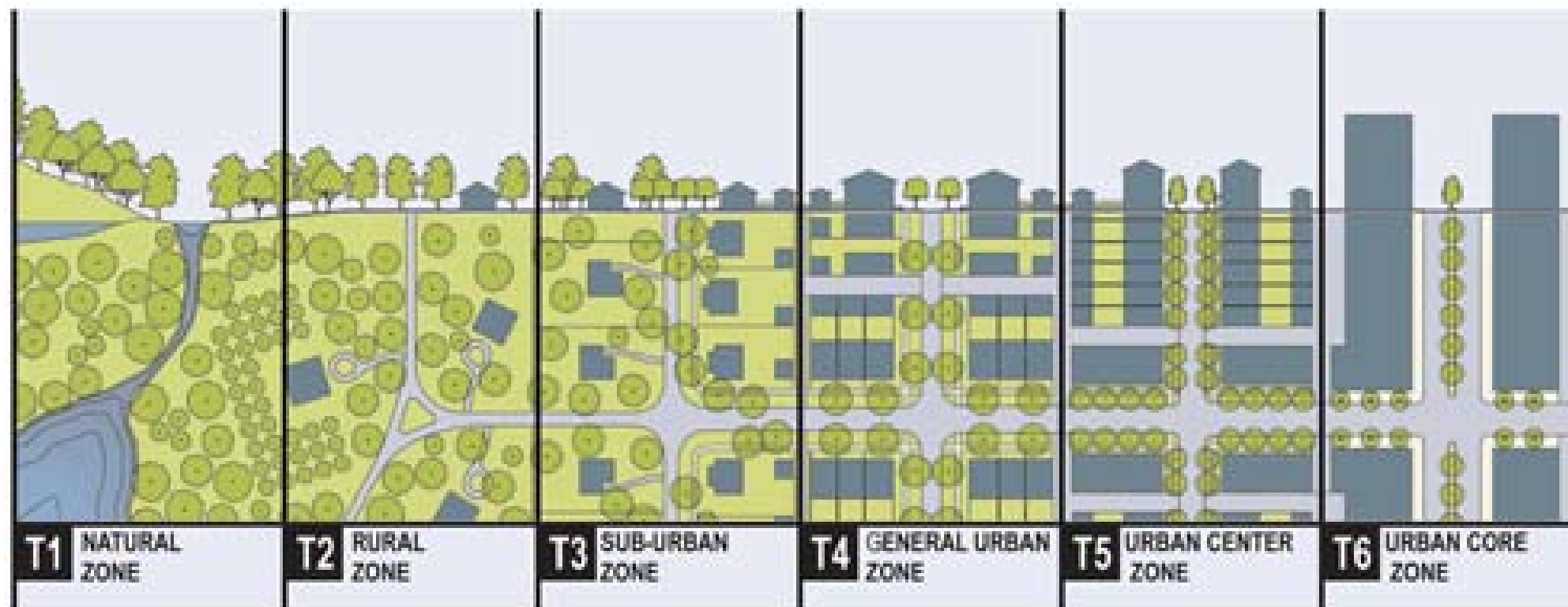
1. RENOVATE EXISTING NORCROSS COMMUNITY CENTER WHICH IS A 200 SEAT THEATER
2. BUILD NEW 300 SEAT FACILITY ON PARK; DEPLOY REMAINDER OF LAND FOR SALE
3. BUILD 500 SEAT PERFORMING ARTS CENTER ON PHASE 2 SITE - NORTH CORNER



CASE STUDIES



CASE STUDIES

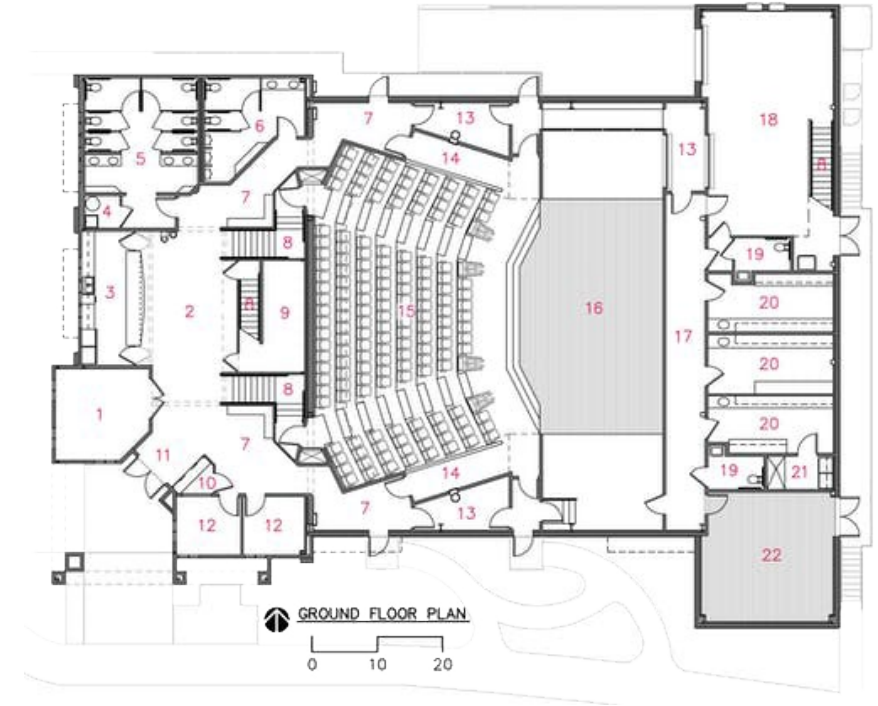


Development Transects

CONCEPT 1

E.c

RENOVATION: 200 SEAT THEATER

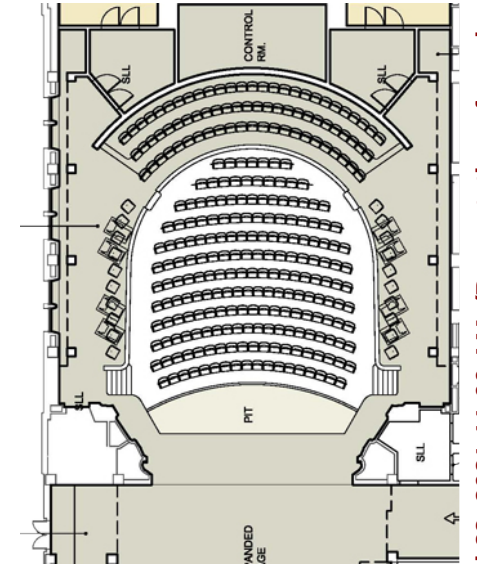
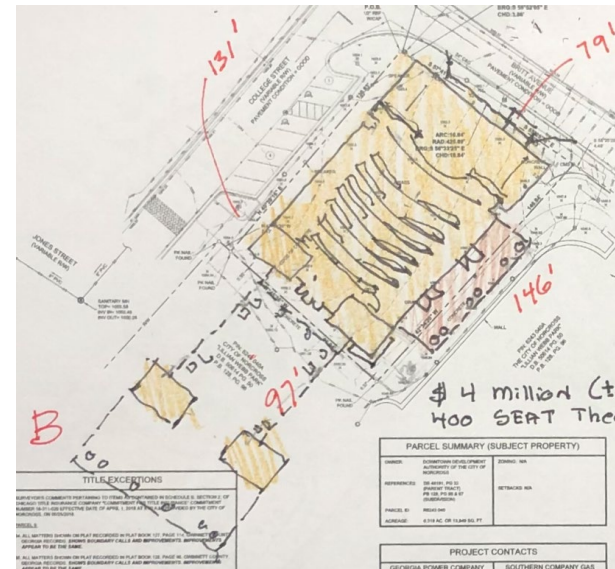


Minutes Acceptance: Minutes of Jul 23, 2021 11:00 AM (Presentation of previous meetings)

CONCEPT 2

E.c

300 SEAT THEATER ON PARK



Minutes Acceptance: Minutes of Jul 23, 2021 11:00 AM (Presentation of previous meetings

PREFERRED CONCEPT

300 SEAT THEATER ON PARK

E.c

LEGEND

- A. 300 Seat Theater/Multi-Purpose Space on the Park
- B. Existing Cultural Arts Center – Sanctuary
- C. Existing Rectory
- D. 2-Story Office/Retail Building or Hotel Pad
- E. 3-Story Missing Middle Residential with ground floor retail
- F. Community Plaza with 1-Story Retail
- G. Parking Deck with Green Roof
- H. 3-Story Residential Fronting Greenspace and Mitchell Road
- I. Greenspace with Stream Feature
- J. New Street

Minutes Acceptance: Minutes of Jul 23, 2021 11:00 AM (Presentation of previous meetings)

PREFERRED CONCEPT

E.c

300 SEAT THEATER ON PARK



Minutes Acceptance: Minutes of Jul 23, 2021 11:00 AM (Presentation of previous meetings)

SITE ECONOMICS

Private Development			
	-20 townhomes	-10 townhomes -60 'missing middle' residential units	-10 townhomes -150 age targeted residential -5,000sf retail -shared parking deck
Project Size	\$10,000,000	\$25,000,000	\$50,000,000
Assessed Value (40%)	\$4,000,000	\$10,000,000	\$20,000,000
Gwinnett Taxes (33.05 mils)	\$132,500	\$330,500	\$661,000
Norcross Taxes (6.75 mils)	\$27,000	\$67,500	\$135,000
Total taxes per year	\$157,200	\$398,000	\$796,000



Mayor and Council Visioning Session

July 23, 2021



CITY OF NORCROSS

Buford Highway Master Plan



THE AGENDA

- Project Team
- Project Background
- Master Plan Recommendations
- Discussion

OUR TEAM

SIZEMORE GROUP: Award-Winning Planning and Architecture



Principal: Bill de St. Aubin, AIA, LEED AP, CEO, Bike Enthusiast



Project Management: Deanna Murphy, AICP, M.ARCH, Arts Leader

NOELL CONSULTING: Nationally Recognized Market Experts

Market Analysts: David Laube, Creative Econ. Dev. Strategist

ATLAS: Comprehensive Transportation Experts

Transportation Planner: Todd Long, PE & Wright Aldridge, PE

Landscape Architect: Christopher Kingsbury, RLA, ASLA

OUR
TEAM

THE SCHEDULE

TASKS	Important Dates	2020-2021						
		August	September	October	November	December	January	Febr
1. Study Area Analysis:								
Kick-off Meeting with City	25-Aug	★						
City Council Meeting 1	21-Sep		★					
DDA Meeting 1	1-Oct			★				
Review Previous Plans	By Week of September 28							
Existing Conditions Analysis	By Week of September 28							
Review with GDOT	By Week of October 12							
2. Developers Roundtable:	2-Feb						★	
Developer Interviews	Week of September 28							
3. Market Analysis:								
4. Concept Sketches								
Identify areas ripe for redevelopment								
Identify development types and case studies								
Design Workshop	First week of December (tentative)					★		
Develop Renderings								
Rendering Review by client								
Finalize Renderings	Mid-December							
5. Community Engagement								
Steering Committee Meeting 1	22-Oct			★				
Community Meeting 1 - Kick-off and Visioning	5-Nov				★			
City Council Meeting 2	15-Feb							★
6. Identify Grants/Funding								
7. Documentation								

Minutes Acceptance: Minutes of Jul 23, 2021 11:00 AM (Presentation of previous meetings)

BUFORD HIGHWAY CORRIDOR



E.c

IMPACT ON DOWNTOWN NORCROSS

Minutes Acceptance: Minutes of Jul 23, 2021 11:00 AM (Presentation of previous meetings

MASTER PLAN

NORCROSS'S BUFORD HIGHWAY

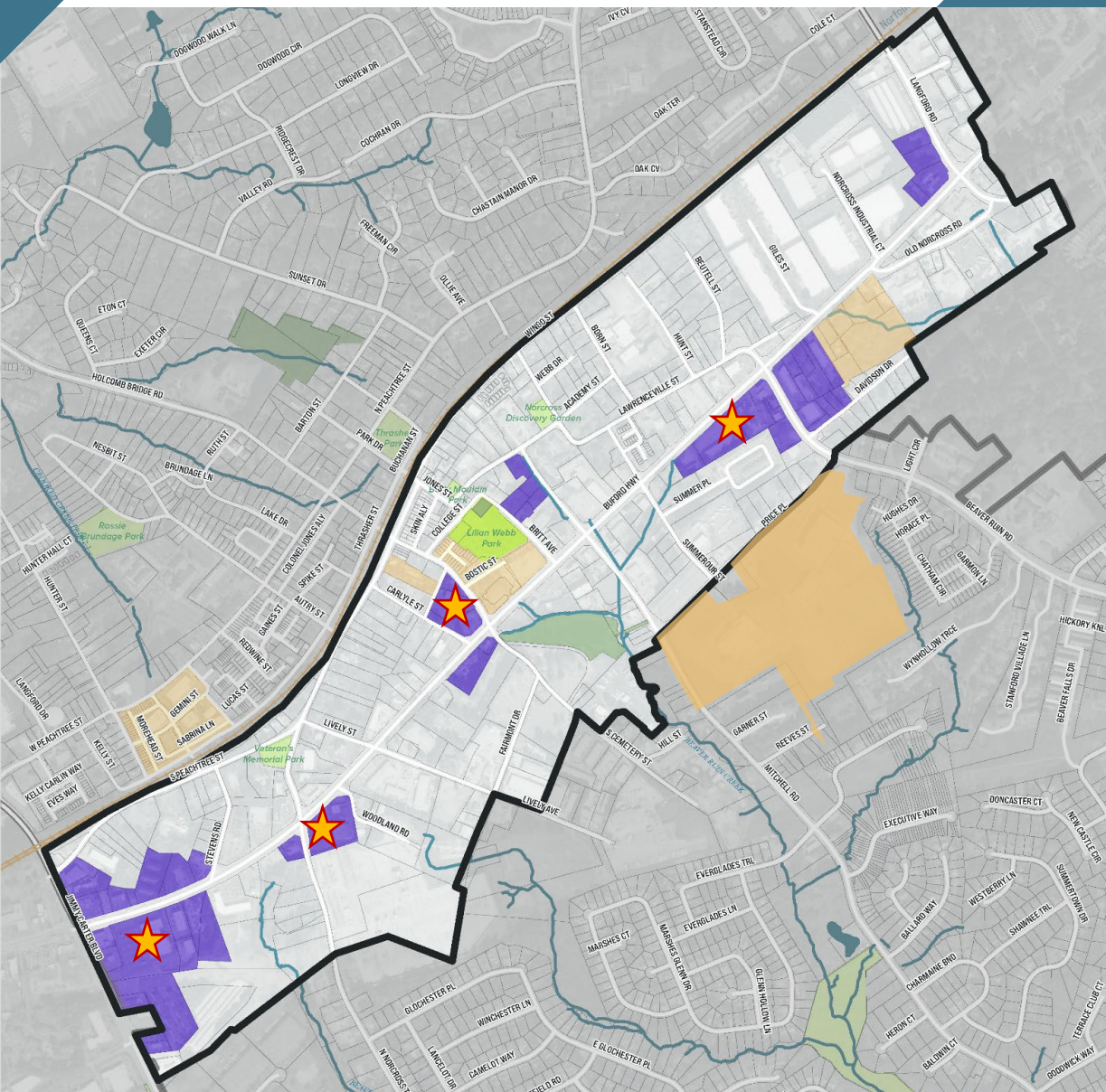
VISION

A thriving multi-modal and multi-cultural corridor that serves the diverse Norcross population and connects to the character, charm, and beauty of Downtown Norcross.



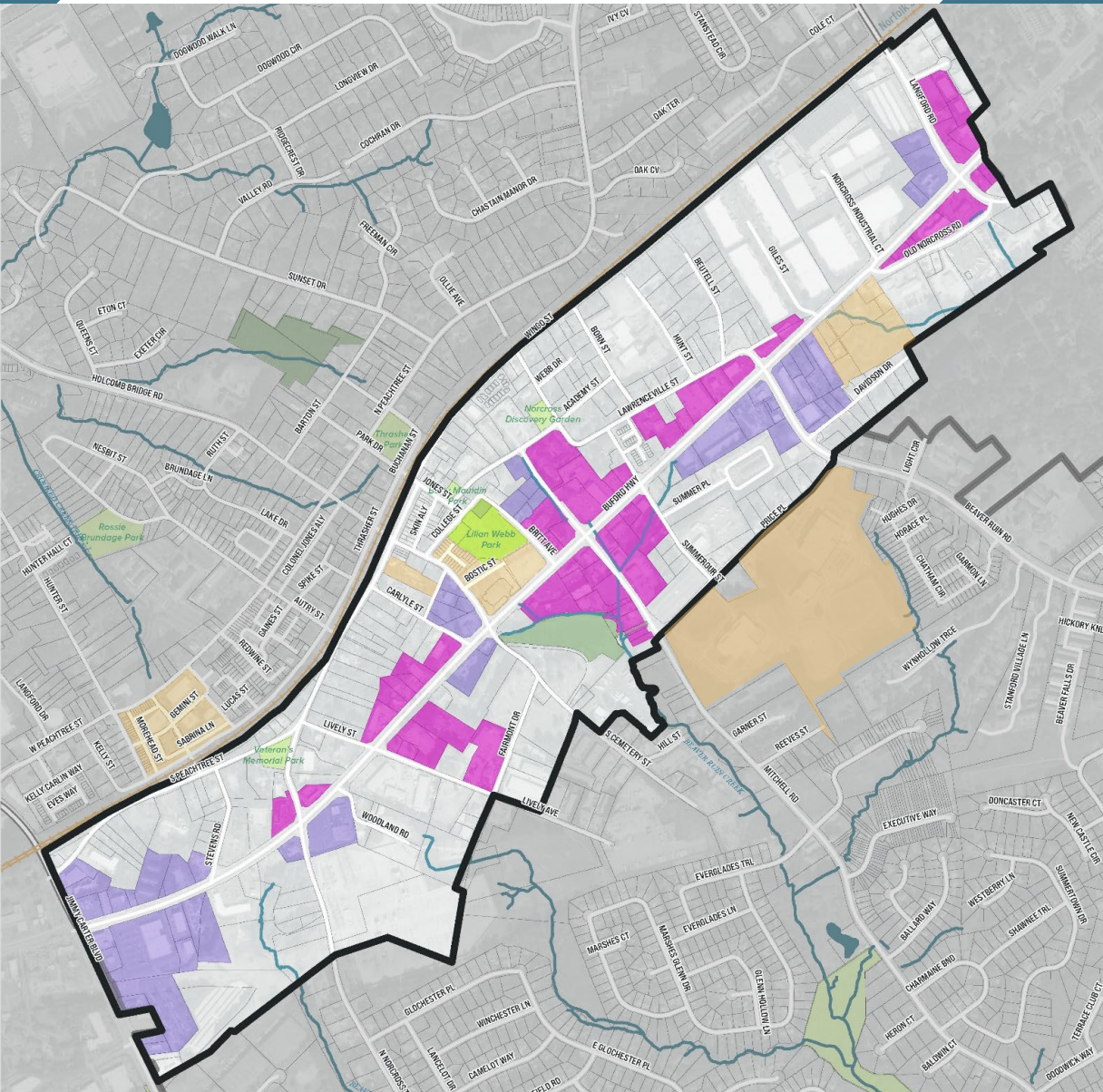
DEVELOPMENT FOCUS

A SITES: PRIORITIES



- City of Norcross Identified Sites
- Market-Ready Sites
- TAD Identified Sites

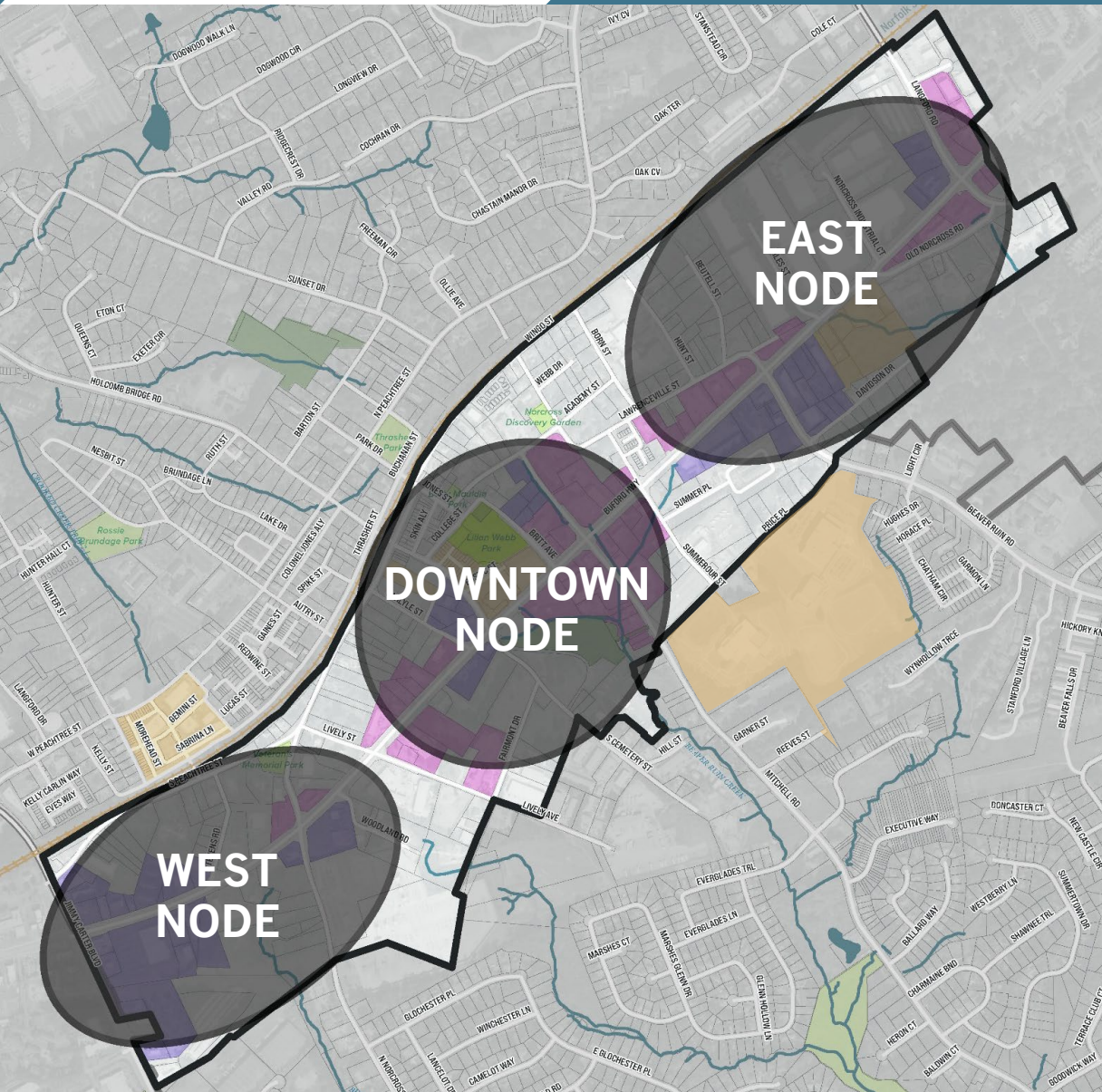
DEVELOPMENT FOCUS



- Phase 2 Sites

3 NODES

E.c



- **West Node:** Jimmy Carter Blvd at Buford Highway
- **Downtown Node:** Lillian Webb Park
- **East Node:** Beaver Run Road at Buford Highway

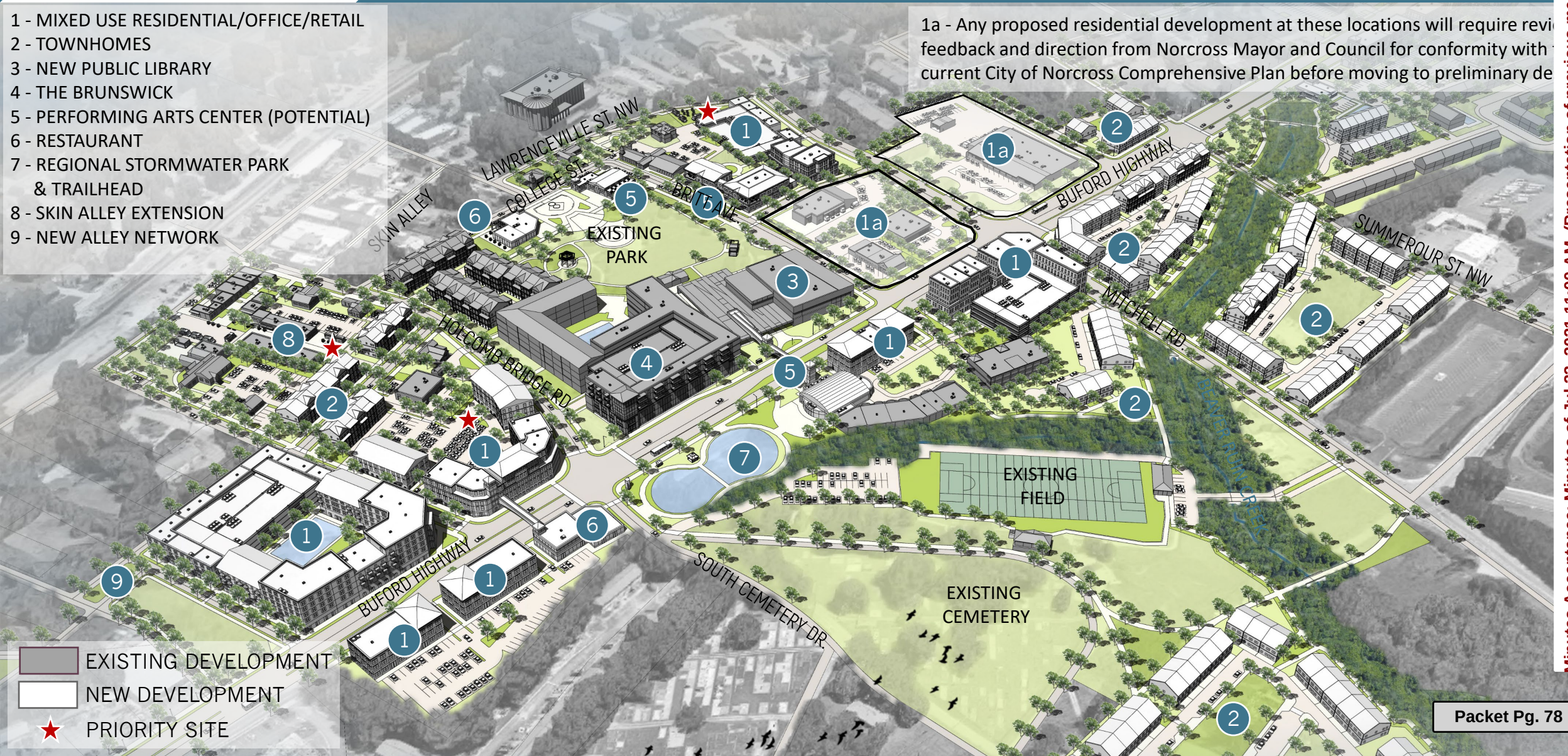
Minutes Acceptance: Minutes of Jul 23, 2021 11:00 AM (Presentation of previous meetings)

NODE 1

DOWNTOWN

- 1 - MIXED USE RESIDENTIAL/OFFICE/RETAIL
- 2 - TOWNHOMES
- 3 - NEW PUBLIC LIBRARY
- 4 - THE BRUNSWICK
- 5 - PERFORMING ARTS CENTER (POTENTIAL)
- 6 - RESTAURANT
- 7 - REGIONAL STORMWATER PARK & TRAILHEAD
- 8 - SKIN ALLEY EXTENSION
- 9 - NEW ALLEY NETWORK

1a - Any proposed residential development at these locations will require review, feedback and direction from Norcross Mayor and Council for conformity with current City of Norcross Comprehensive Plan before moving to preliminary development.



Minutes Acceptance: Minutes of Jul 23, 2021 11:00 AM (Presentation of previous meetings

NODE 1

DOWNTOWN



NODE 2

EAST GATEWAY



NODE 3

WEST GATEWAY

EXISTING DEVELOPMENT

NEW DEVELOPMENT

PRIORITY SITE



LEGEND

1- MIXED USE RESIDENTIAL/OFFICE/RETAIL

2 – TOWNHOMES/MISSING MIDDLE

3 - COMMERCIAL

4 - COMMUNITY GREEN

5 - REGIONAL STORMWATER PARK

6 - TRAIL NETWORK

7 - PUBLIC STORAGE FACILITY

Minutes Acceptance: Minutes of Jul 23, 2021 11:00 AM (Presentation of previous meetings)

CORRIDOR ENHANCEMENTS

- Beautify Streetscape
 - Trail Connectivity
 - Streetscape Elements
 - Landscaped Median
- Inter-parcel Connectivity



CREATING IDENTITY

What is the Norcross Character?

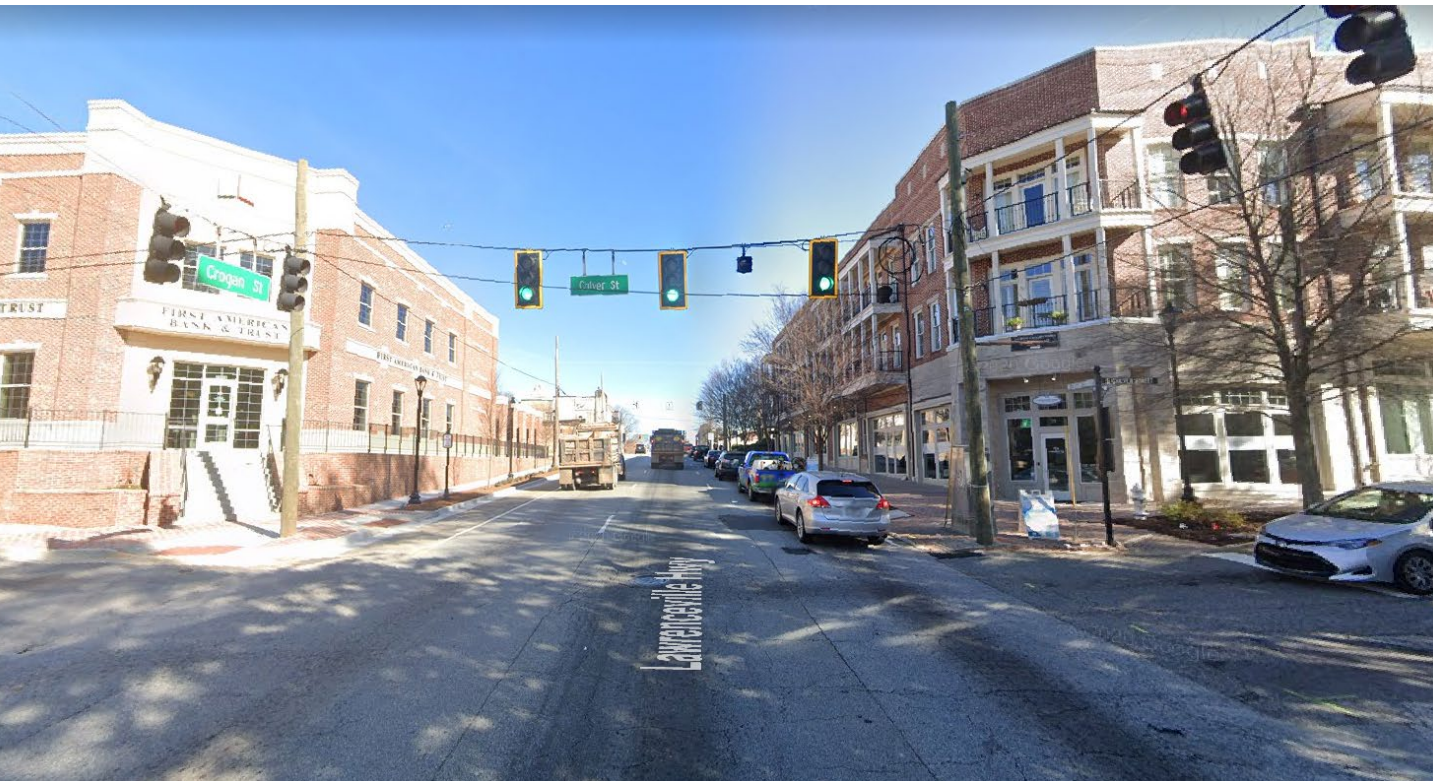
- Historic Downtown Architecture
- Walkability/Alleyways
- Greenspace
- Events



CHARACTER

E.c

HISTORIC ARCHITECTURE

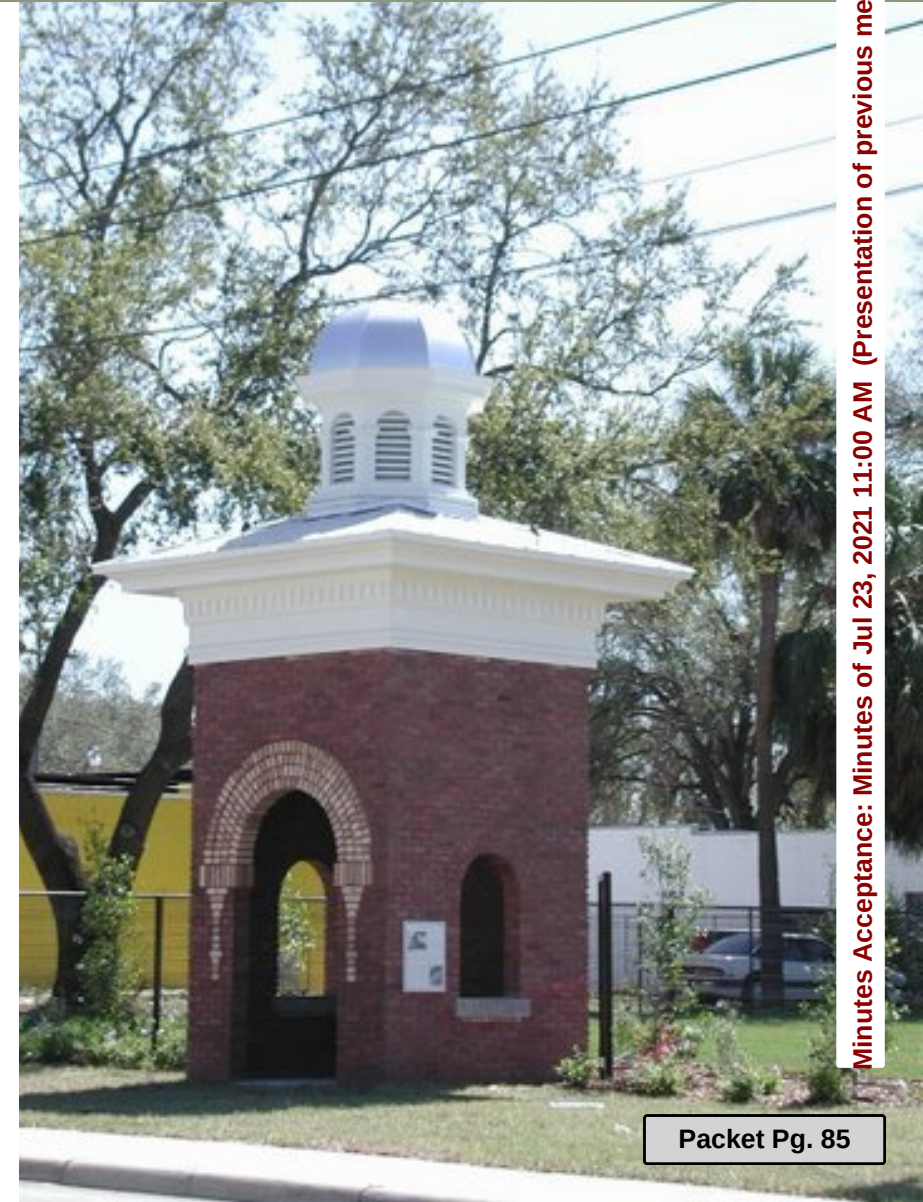
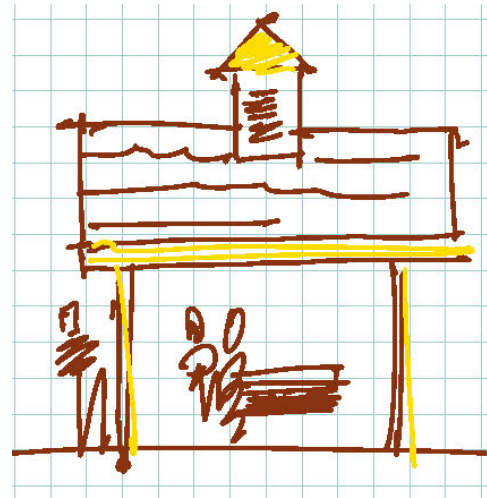


Minutes Acceptance: Minutes of Jul 23, 2021 11:00 AM (Presentation of previous meetings

CHARACTER

HISTORIC ARCHITECTURE

E.c

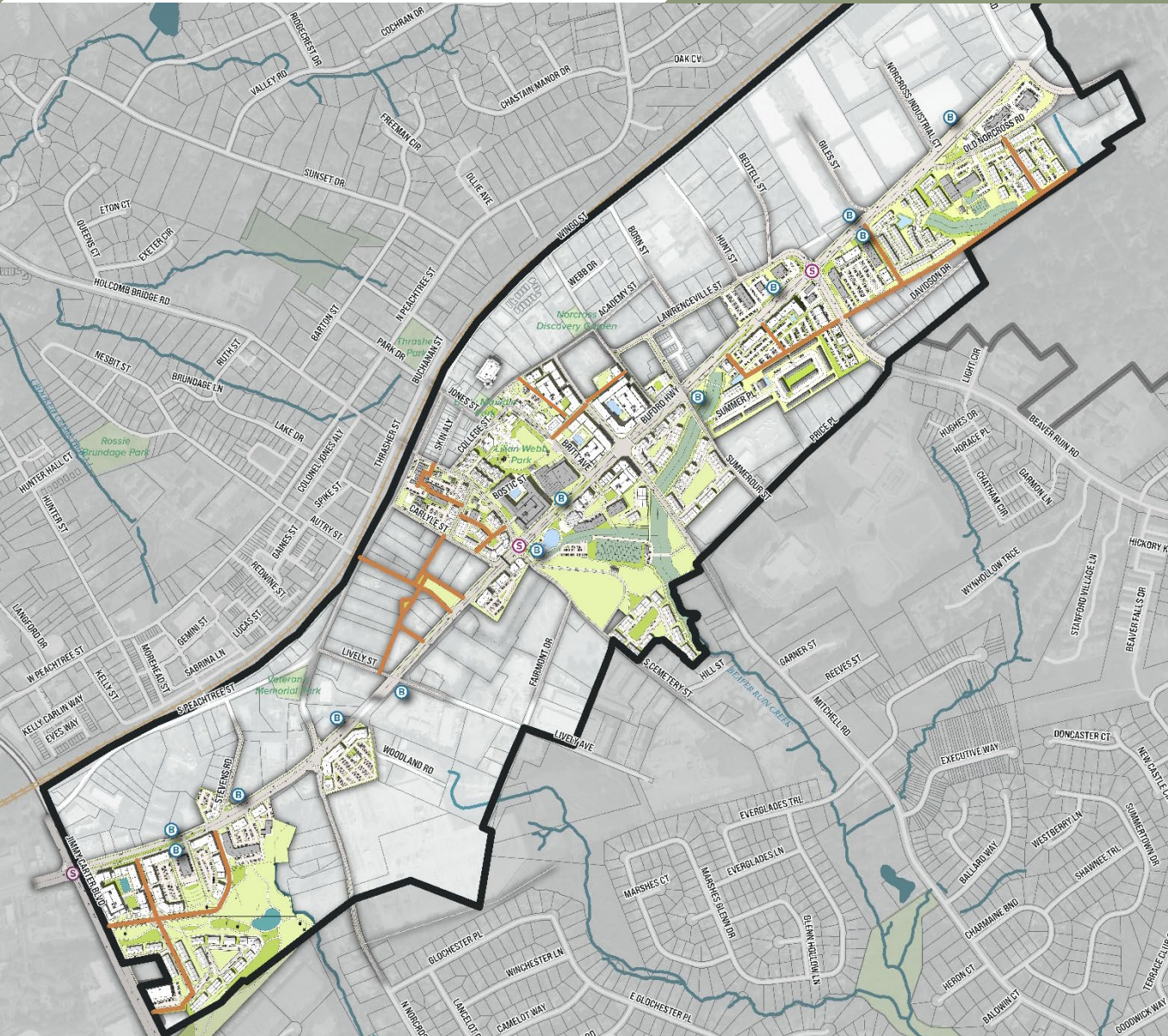


Minutes Acceptance: Minutes of Jul 23, 2021 11:00 AM (Presentation of previous meetings

CHARACTER

E.c

WALKABILITY/ALLEYWAYS

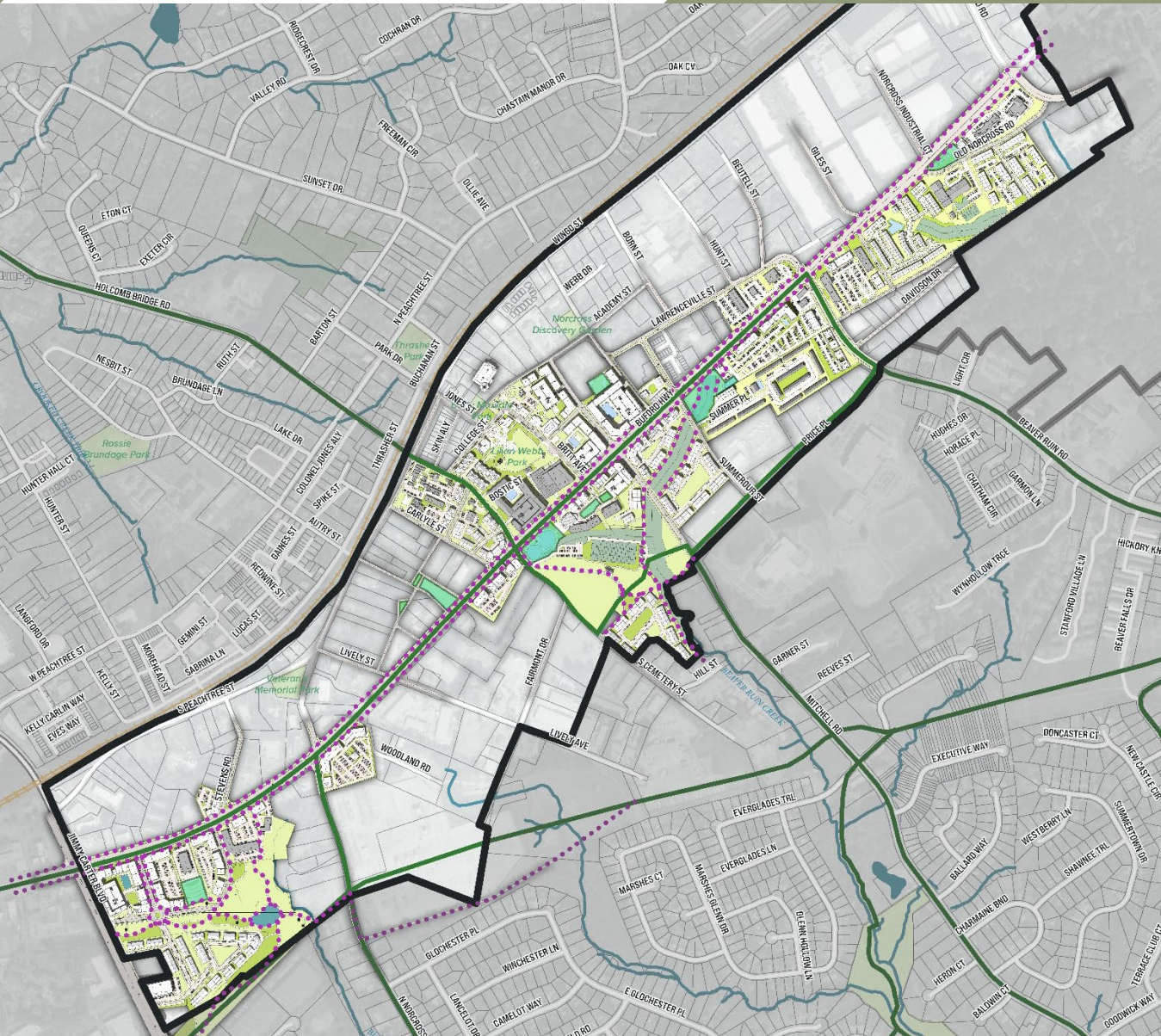


Minutes Acceptance: Minutes of Jul 23, 2021 11:00 AM (Presentation of previous meetings

CHARACTER

E.c

GREENSPACE



Minutes Acceptance: Minutes of Jul 23, 2021 11:00 AM (Presentation of previous meetings

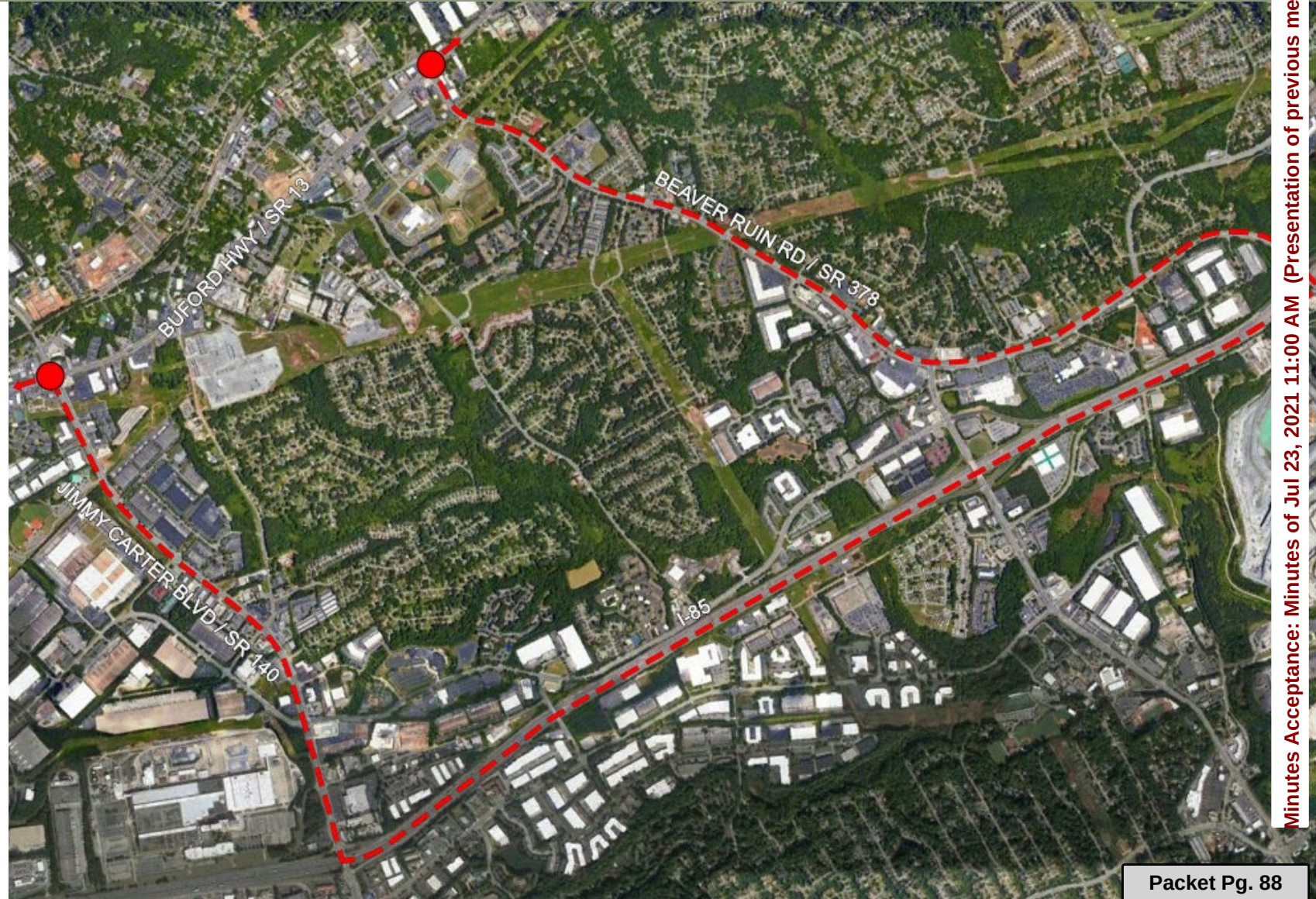
CHARACTER

E.c

EVENTS



GUIDE to ATLANTA'S BUFORD HIGHWAY



Minutes Acceptance: Minutes of Jul 23, 2021 11:00 AM (Presentation of previous meetings)

THANK YOU!

SIZEMORE GROUP
CULTURAL PLACES • BEAUTIFUL SPACES

NORCROSS

VISION STATEMENT

“Norcross will be a dynamic and welcoming community in which generations of diverse citizens can engage, create, contribute, and flourish.”

VISION GOALS

Goal 1: Continue to Define Norcross' Sense of Place

Goal 2: Continue to Strengthen Norcross as a Livable, Inclusive, and Safe Environment

Goal 3: Increase Opportunities for Travel via Different Modes within and Outside Community

Goal 4: Maintain a Vibrant Economy and Continue to Facilitate Job Growth

Goal 5: Ensure that Norcross Residents have a Variety of Attainable, Quality Housing Options

Goal 6: Further the City's Tradition of Strong Leadership and High Level of Quality Services

PLACE VISIONING

- Identify the space location and its significance to the community.
- Identify the economic and/or community issues that the Project in that Space could address.
- How will the space be used and by whom?
- Create a Financial Plan for the project in that space.
- List some successful examples of similar spaces or projects.
- Identify Barriers to Place Vision Implementation.

DDA: Project 1 and 1a

1. Space location and significance:

- UDO specifies townhomes.
- DDA owns property.
- Proposed -Multi family rental with mixed use frontage (Council opposition).
- Workforce housing - 1a high density with entrepreneur center.
- Historic properties to preserve - Original church/rectory. 1950 and later not considered for preservation.
- Will need a larger assemblage than first proposed.

2. Economic and Community Issues:

- Need for workforce and higher density housing.
- Walkable to downtown and businesses.
- More retail space.

3. Space Use: Mixed Use as indicated on Sizemore Plan

4. Financial Strategy: Bond issuance.

5. Examples similar projects: Woodstock Georgia downtown.

6. Barriers to Implementation:

- Be conscientious of displacing established minority owned businesses.
- Council support for project.
- Funding.

DDA: Project X

1. Space location and significance: Downtown Node
 - Large property assemblage.
2. Economic and Community Issues:
 - Revitalization and Renovation project.
 - Walkable to downtown and businesses.
3. Space Use: As indicated on Sizemore Plan
4. Financial Strategy: Undetermined, but requesting City support
5. Examples similar projects: n/a
6. Barriers to Implementation:
 - No concrete plan.
 - Fiscal Impact study needed.
 - Property Assemblage.
 - Funding.
 - Possible Displacement.

DDA: Project D

1. Space location and significance: Downtown Node
 - Property acquisition.
2. Economic and Community Issues:
 - Revitalization and Renovation project.
 - Walkable to downtown and businesses.
3. Space Use: As indicated on Sizemore Plan
4. Financial Strategy: Undetermined, but requesting City support
5. Examples similar projects: n/a
6. Barriers to Implementation:
 - No concrete plan.
 - Fiscal Impact study needed.
 - Property Acquisition.
 - Funding.
 - Possible Displacement.

DDA: Swan Theatre

1. Space location and significance: Downtown Node

- Historic significance

2. Economic and Community Issues:

- Revitalization and Renovation project.
- Augment Amenities.

3. Space Use: Public and Private

4. Financial Strategy: Undetermined. Possible Fox Theatre Institute Partnership/Grant program.

5. Examples similar projects: <https://www.foxtheatre.org/fox-theatre-institute/grants-program/historic-structures-studies-or-planning>

6. Barriers to Implementation:

- No concrete plan.
- Funding.

NDA: Mixed Use/Mixed Income

1. Space location and significance: Node 2 (1 star on Sizemore map)
 - Location on Buford Hwy.
2. Economic and Community Issues:
 - Affordable Housing mixed in with market rate
 - Augment Amenities.
3. Space Use: Private
4. Financial Strategy: Low Income Housing Tax Credits potential
5. Examples similar projects: n/a
6. Barriers to Implementation:
 - No concrete plan.
 - Developer recruitment.
 - Funding.
 - Temporary Displacement.

NDA: Density Housing

1. Space location and significance: Node 3 (1 and 2 star on Sizemore map)
 - Location on Buford Hwy.
2. Economic and Community Issues:
 - Density Housing.
 - Augment Amenities.
 - Create walkability and retail opportunities in Node
3. Space Use: Private
4. Financial Strategy: Low Income Housing Tax Credits potential
5. Examples similar projects: n/a
6. Barriers to Implementation:
 - No concrete plan.
 - Developer recruitment.
 - Funding.
 - Temporary Displacement.

NDA: Targeted Business Recruitment

1. Space location and significance: Node 2 and 3
 - Location on Buford Hwy.
2. Economic and Community Issues:
 - Business Development.
 - Business Recruitment.
 - Create walkability and retail opportunities in Node
3. Space Use: Private
4. Financial Strategy: Incentive packages and development deals
5. Examples similar projects: n/a
6. Barriers to Implementation:
 - No concrete plan.
 - Developer recruitment.
 - Funding.

City: Stormwater Ponds

1. Space location and significance: Nodes 1, 2, and 3
 - Available land for ponds.
2. Economic and Community Issues:
 - Business Development.
 - Business Recruitment.
 - Augment Public Amenities.
 - Increase Walkability and Recreation.
3. Space Use: Private and Public Use
4. Financial Strategy: TBD.
5. Examples similar projects: n/a
6. Barriers to Implementation:
 - No concrete plan.
 - Feasibility Studies not completed.
 - Funding.

City: Trail Connectivity

1. Space location and significance: Nodes 3
 - Create new trails that connect to existing trails.
2. Economic and Community Issues:
 - Business Development.
 - Business Recruitment.
 - Augment Public Amenities.
 - Increase Walkability and Recreation.
3. Space Use: Private and Public Use
4. Financial Strategy: TBD.
5. Examples similar projects: n/a
6. Barriers to Implementation:
 - No concrete plan.
 - Feasibility Studies not completed.
 - Funding.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Tuesday, September 7, 2021

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Matt Myers

Councilmember Bruce Gaynor

Councilmember Arlene Beckles

Minutes Acceptance: Minutes of Sep 7, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

- A. Call to Order by Mayor Craig Newton
- B. Invocation
- C. Pledge of Allegiance to the Flag of the United States of America
- D. Roll Call (recorded)

Attendee Name	Title	Status	Arrived
Craig Newton	Mayor	Present	
Josh Bare	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Matt Myers	Councilmember	Late	7:30 PM
Bruce Gaynor	Councilmember	Present	
Arlene Beckles	Councilmember	Present	

Regular Meeting was called to order at 6:33 PM by Mayor Craig Newton

- E. Presentation of previous meetings minutes for acceptance

21-6270: Approval of Previous Meeting Minutes

Motion

A motion to Approve the August 2nd Special Called Property Tax Meeting and Budget Meeting and Regular Meeting Minutes and the August 16th Policy Work Session and Executive Session.

Special Called Meeting - Special Meeting - Aug 2, 2021 11:00 AM

RESULT: APPROVED [UNANIMOUS]
MOVER: Arlene Beckles, Councilmember
SECONDER: Josh Bare, Mayor Pro Tem
AYES: Josh Bare, Andrew Hixson, Bruce Gaynor, Arlene Beckles
ABSENT: Matt Myers

Special Called Meeting - Special Meeting - Aug 2, 2021 4:30 PM

RESULT: APPROVED [UNANIMOUS]
MOVER: Arlene Beckles, Councilmember
SECONDER: Josh Bare, Mayor Pro Tem
AYES: Josh Bare, Andrew Hixson, Bruce Gaynor, Arlene Beckles
ABSENT: Matt Myers

Mayor and Council - Regular Meeting - Aug 2, 2021 6:30 PM

RESULT: APPROVED [UNANIMOUS]
MOVER: Arlene Beckles, Councilmember
SECONDER: Josh Bare, Mayor Pro Tem
AYES: Josh Bare, Andrew Hixson, Bruce Gaynor, Arlene Beckles
ABSENT: Matt Myers

Policy Work Session - Regular Meeting - Aug 16, 2021 6:30 PM

RESULT: APPROVED [UNANIMOUS]
MOVER: Arlene Beckles, Councilmember
SECONDER: Josh Bare, Mayor Pro Tem
AYES: Josh Bare, Andrew Hixson, Bruce Gaynor, Arlene Beckles
ABSENT: Matt Myers

Minutes Acceptance: Minutes of Sep 7, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

F. Set agenda as presented for scheduled meeting.**21-6271: Acceptance of the Agenda****Motion**

A motion to Accept the Agenda as Presented with the following items being moved to discussion:

21-6252: Management Agreement Between the City of Norcross & United Futbol

21-6254: Wi-Fi in City Parks and Rectory Building

21-6258: Johnson Dean Park Improvements, Phase 2

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Bruce Gaynor, Councilmember
SECONDER:	Josh Bare, Mayor Pro Tem
AYES:	Josh Bare, Andrew Hixson, Bruce Gaynor, Arlene Beckles
ABSENT:	Matt Myers

AGENDA ITEM ADDED FROM THE FLOOR

A motion to add the following item from the floor for discussion:

21-6279: ARPA Committee Deliverables

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Josh Bare, Mayor Pro Tem
SECONDER:	Bruce Gaynor, Councilmember
AYES:	Josh Bare, Andrew Hixson, Bruce Gaynor, Arlene Beckles

AGENDA AMENDMENT

A motion to move the following item from the consent agenda to discussion:

21-6253: Funding of Non-Profit Agencies

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Josh Bare, Mayor Pro Tem
SECONDER:	Andrew Hixson, Councilmember
AYES:	Josh Bare, Andrew Hixson, Bruce Gaynor, Arlene Beckles

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**21-6272: Important Announcements and Updates Regarding COVID-19**

RESULT:	PRESENTED BY DR. ARONA
----------------	-------------------------------

H. Floor Open to Citizens Desiring to Address the Governing Authority

a. Comments by Citizens

b. Comments by Council

c. Comments by City Manager

PR Update- Pam Ledbetter

Minutes Acceptance: Minutes of Sep 7, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

PH. Public Hearings**21-6249: TEXT2021-002 Request to Amend Various Sections of the Unified Development Ordinance****Motion**

A motion to Approve an amendment to add Article VII Private Permitting Review and Inspection, Section 107 Definitions, to Chapter 100 to meet State requirements, with the following enacting clause:

The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that the adopted Code of Ordinances is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that the following provisions shall become and be made a part of the Code of the City of Norcross, and the Sections in the Code in the Ordinance be numbered to accomplish that intention.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

A motion to Approve an amendment to Sec. 103-6(b)(3). Historic Preservation Commission (HPC), with the following enacting clause:

The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that the adopted Code of Ordinances is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that the following provisions shall become and be made a part of the Code of the City of Norcross, and the Sections in the Code in the Ordinance be numbered to accomplish that intention.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Josh Bare, Mayor Pro Tem
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

A motion to Approve/Deny an amendment to Chapter 200 Land Use, Sections 205.5 Tree Preservation and 205.8 Tree conservation, buffers, and landscaping permit compliance, with the following enacting clause:

The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that the adopted Code of Ordinances is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that the following provisions shall become and be made a part of the Code of the City of Norcross, and the Sections in the Code in the Ordinance be numbered to accomplish that intention.

MOTION AMENDED

A motion to approve item 3C of the attached changes to various sections of Chapter 200, Section 205.5.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Josh Bare, Mayor Pro Tem
SECONDER:	Bruce Gaynor, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

A motion to table the remaining change requests, 3A, 3B,3D,3E, and 3F for further discussion.

RESULT:	TABLED [UNANIMOUS]
	Next: 09/22/2021 10:00 AM
TO:	Tree Preservation Board
MOVER:	Josh Bare, Mayor Pro Tem
SECONDER:	Bruce Gaynor, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

Minutes Acceptance: Minutes of Sep 7, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

21-6248: RZ2021-004 Request for a Rezoning from C-2 to M-1 at 5250 Brook Hollow Parkway

Motion

A motion to Approve the rezoning from C-2 to M-1 at 5250 Brook Hollow Parkway, with 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 Code by obtaining the necessary permits.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Josh Bare, Mayor Pro Tem
SECONDER:	Matt Myers, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

J. Reports of the Mayor and Councilmembers

a. General Announcements

SEPTEMBER CALENDAR OF EVENTS

Please remember to wear a mask and social distance at all in-person events.

9/11 Remembrance Ceremony

Saturday, September 11 | 8:20 a.m. - 9:30 a.m. | Betty Mauldin Park

Atlanta British Car Fayre

Saturday, September 11 | 10:00 a.m. - 3:00 p.m. | Downtown Norcross

Monday Movie: Knives Out

Monday, September 13 | 1:30 p.m. & 6:30 p.m. | Norcross Community Center

Coffee with Council

Saturday, September 18 | 8:00 a.m. | 45 South Cafe

Jazz in the Alley: Shena Renee

Saturday, September 25 | 7:30 p.m. - 9:30 p.m. | Betty Mauldin Park

Movie Monday: Midway

Monday, September 27 | 1:30 p.m. & 6:30 p.m. | Norcross Community Center

Coming Up in October:

First Friday Concert: Legacy Music - Oct 1 | 7:00 p.m. - 9:00 p.m.

Art Splash Festival - Oct 2-3 | 10:00 a.m. - 6:00 p.m.

Deutsche Klassic Car Show - Oct 30 | Downtown Norcross | 10:00 a.m. - 3:00 p.m.

K. Board Appointments**21-6273: Board Appointment - Norcross Public Arts Commission**

Motion

A motion to Approve the appointment of the following board members and terms as presented:

Norcross Public Arts Commission

Sonia Lopez	12/1/2026
Janell Martin	12/1/2026
Cathy Muth	12/1/2026

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bruce Gaynor, Councilmember
SECONDER:	Arlene Beckles, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

L. Approval of Consent Agenda

RESULT:	ADOPTED ON CONSENT AGENDA [UNANIMOUS]
MOVER:	Josh Bare, Mayor Pro Tem
SECONDER:	Andrew Hixson, Councilmember
AYES:	Josh Bare, Andrew Hixson, Bruce Gaynor, Arlene Beckles
ABSENT:	Matt Myers

1. 21-6255: West Peachtree Street Invitation for Sealed Bids

Motion

A motion to Approve an Invitation for Sealed Bids for the sale of city-owned property on West Peachtree Street.

2. 21-6238: Community Forest Master Plan

Motion

A motion to Approve the adoption of the attached Community Forest Master Plan.

3. 21-6237: One Million Trees

Motion

A motion to Approve a recommendation for the City of Norcross to join the Trees Atlanta One Million Trees Program.

4. 21-6239: Tree Inventory Update

Motion

A motion to Approve a recommendation to move forward with the attached Georgia Forestry Commission Application Grant.

5. 21-6257: Deconstruction Ordinance/Residential Demolition Moratorium

Motion

A motion to Approve a recommendation to extend the Residential Demolition Moratorium until 12/31/21.

Minutes Acceptance: Minutes of Sep 7, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

6. **21-6256: Massage Establishment Population Triggers**

Motion

A motion to Approve amendment to Article XI of Chapter 8, Entitled "Massage Therapy," Section 8-421 entitled "Location and Distance Requirements, with the following enacting clause:

The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that the adopted Code of Ordinances is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that the following provisions shall become and be made a part of the Code of the City of Norcross, and the Sections in the Code in the Ordinance be numbered to accomplish that intention.

7. **21-6259: Service Line of America Contract**

Motion

A motion to Approve the dissolution of a contract with the current Sewer and Water Line marketing License agreement between the City of Norcross and Utility Service Partners Private Label, Inc. ("USP") d/b/a/ Service Line Warranties of America ("SLWA").

M. Items for Discussion

1. **21-6252: Management Agreement Between the City of Norcross & United Futbol**

Motion

A Motion to table item 21-6252 to the September 20, 2021 Policy Work Session.

RESULT:	TABLED TO
Next:	9/20/2021 6:30 PM
TO:	Policy Work Session

2. **21-6254: Wi-Fi in City Parks and Rectory Building**

Motion

A motion to Approve/Deny the placement of WIFI in the Rectory Building and all public parks within the City of Norcross.

RESULT:	TABLED TO
Next:	9/20/2021 6:30 PM
TO:	Policy Work Session

3. **21-6253: Funding of Non-Profit Agencies**

Motion

A motion to Approve funding for the administration of the Motel-to-Home Program provided by the United Way of Greater Atlanta, Inc. ("UWGA") in the amount of \$25,000, and to authorize the execution of an agreement between the City of Norcross and UWGA.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Arlene Beckles, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

A motion to Approve funding for the Gwinnett Housing Corporation, DBA as LiveNorcross, for the services of a project manager from January 1, 2022 through August 30, 2022, in the amount of \$35,000, and to authorize the execution of an agreement between the City of Norcross and the Gwinnett Housing Corporation.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Arlene Beckles, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

Minutes Acceptance: Minutes of Sep 7, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

ADDITIONAL MOTION ADDED FROM FLOOR

A motion to Approve a request for funding for the Norcross High School Booster Club in the amount of \$7,999 and to authorize the execution of an agreement between the City of Norcross and said organization.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Matt Myers, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

4. **21-6258: Johnson Dean Park Improvements Phase 2**

AMENDED MOTION

A motion to Approve a request to advertise a RFP for engineering services for Johnson Dean Park improvements, Phase 2, with the Tree Board serving as the main point.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Josh Bare, Mayor Pro Tem
SECONDER:	Arlene Beckles, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

5. **21-6279: ARPA Committee Deliverables**

Motion

A motion to set the deliverables for the ARPA funds committee as stated below:

ARPA committee deliverables

1. Advise on the categories of the funds to be awarded. Council is allocating up to 20% of the total amount for the committee's consideration.
2. Suggest the eligibility requirements to apply.
3. Recommend a methodology for how to prioritize the applications and award the funds.

Staff will ensure that the committee is educated on what is legal and best practice. Staff will also implement once council reviews the committee's suggestions and finalizes the City's plan.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Bruce Gaynor, Councilmember
AYES:	Bare, Hixson, Myers, Gaynor, Beckles

N. **Adjourn in memory of**

O. **Adjourn to Executive Session for Personnel, Real Estate or Legal**

The meeting adjourned to Executive Session at 8:45 PM with a motion by Mayor Pro Tem Josh Bare and seconded by Councilmember Matt Myers.

P. **Signed by:** _____ **Mayor Craig Newton**

Q. **Attest:** _____ **Monique Lang, City Clerk**

Minutes Acceptance: Minutes of Sep 7, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, September 20, 2021

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Matt Myers

Councilmember Bruce Gaynor

Councilmember Arlene Beckles

Minutes Acceptance: Minutes of Sep 20, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

A. Roll Call (recorded)

Attendee Name	Title	Status	Arrived
Craig Newton	Mayor	Present	
Josh Bare	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Absent	
Matt Myers	Councilmember	Present	
Bruce Gaynor	Councilmember	Present	
Arlene Beckles	Councilmember	Present	

Regular Meeting was called to order at 6:30 PM by Mayor Craig Newton

B. Citizen Input**C. Board Updates**

Norcross Housing Authority - Gail Newton and Beth Brown (**UPDATE RESCHEDULED**)

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. 21-6287: ARPA Advisory Committee Report**

RESULT:	DISCUSSED
----------------	------------------

2. 21-6283: Text Amendment to Sec. 2-149 - Discovery Garden Park Board

RESULT:	THIS MATTER WAS REFERRED TO
----------------	------------------------------------

Next: 10/4/2021 6:30 PM

TO:	Mayor and Council
------------	-------------------

3. 21-6205: RZ2021-003 - Request to Rezone the Properties Located at 772, 782, 802, 812 Holcomb Bridge Rd.

RESULT:	THIS MATTER WAS REFERRED TO
----------------	------------------------------------

Next: 10/4/2021 6:30 PM

TO:	Mayor and Council
------------	-------------------

Minutes Acceptance: Minutes of Sep 20, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

4. **21-6252: Management Agreement Between the City of Norcross & United Futbol**

RESULT: THIS MATTER WAS REFERRED TO

Next: 10/4/2021 6:30 PM

TO: Mayor and Council

5. **21-6280: German Car Show Alcohol Resolution**

RESULT: THIS MATTER WAS REFERRED TO

Next: 10/4/2021 6:30 PM

TO: Mayor and Council

6. **21-6281: Wayfinding/Signage Identify Needs Discussion**

RESULT: DISCUSSED

7. **21-6282: Investment Policy**

RESULT: TABLED TO

Next: 10/18/2021 6:30 PM

TO: Policy Work Session

8. **21-6267: RZ2021-005 - Request to Rezone 244 Kelly Street from M1 to R60**

RESULT: THIS MATTER WAS REFERRED TO

Next: 10/4/2021 6:30 PM

TO: Mayor and Council

9. **21-6269: Text2021-003 Revise UDO in Conformity with Mobile Food Vendor Ordinance**

RESULT: THIS MATTER WAS REFERRED TO

Next: 10/4/2021 6:30 PM

TO: Mayor and Council

10. **21-6268: Buford Highway Master Plan**

RESULT: THIS MATTER WAS REFERRED TO

Next: 10/4/2021 6:30 PM

TO: Mayor and Council

Minutes Acceptance: Minutes of Sep 20, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)

11. **21-6284: Technical Correction Amendment to the 2017 and 2019 Defined Benefit Retirement Plan**

RESULT: THIS MATTER WAS REFERRED TO

Next: 10/4/2021 6:30 PM

TO: Mayor and Council

12. **21-6285: Annexation Impact Analysis**

RESULT: THIS MATTER WAS REFERRED TO STAFF

13. **21-6286: Norcross Power Rate Change - Delay**

RESULT: THIS MATTER WAS REFERRED TO

Next: 10/4/2021 6:30 PM

TO: Mayor and Council

I. **Adjourn to Executive Session for Personnel, Real Estate or Legal**

The meeting adjourned at 9:03 PM with a motion by Mayor Pro Tem Josh Bare and seconded by Councilmember Matt Myers.

J. **Signed by:** _____ Mayor Craig Newton

K. **Attest:** _____ Monique Lang, City Clerk

Minutes Acceptance: Minutes of Sep 20, 2021 6:30 PM (Presentation of previous meetings minutes for acceptance)



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 #:	21-6293	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/4/2021 6:30 PM	In Control:	Mayor and Council
Title:	Acceptance of the Agenda		

Sponsors:

Code Sections:

Title
Acceptance of the Agenda

Motion

A motion to Accept the Agenda as Presented with the following items being moved to discussion:



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 #:	21-6296	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/4/2021 6:30 PM	In Control:	Mayor and Council
Title:	Important Announcements and Updates Regarding COVID-19		

Sponsors:

Code Sections:

Drafter
Dr. Arona

Title
Important Announcements and Updates Regarding COVID-19



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 #:	21-6269	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/4/2021 6:30 PM	In Control:	Mayor and Council
Title:	Text2021-003 Revise UDO in Conformity with Mobile Food Vendor Ordinance		

Sponsors:

Code Sections:

Attachments:

1. [M&C Text2021-003 Packet 10.04.21](#)

Title

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

Drafter

Tracy Rye

Motion

A motion to approve/deny an amendment to Article II, Sec. 202-3(e) Food Trucks, to bring the Food truck ordinance section into conformity to the Norcross Code of Ordinance; with the following enacting clause:

The Mayor and City Council of the City of Norcross, Georgia hereby ordains that the adopted Code of Ordinances is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that all following provisions shall become and be made part of the Code of the City of Norcross.



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
Agenda: October 4, 2021
Agenda #: 21-6269
Item: TEXT2021-003
CC: Eric 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

Section 2.23 Ordinance form; procedure, of the Charter of the City of Norcross provides that proposed ordinance changes be provided in the following form for consideration, therefore this sample document is provided for reference for this item.

Ordinance _____(TEXT2021-003)

An Amendment to the City Code or Ordinances

Chapter and Purpose: Subpart B Unified Development Ordinance, Section as noted.

Enacting Clause; The Mayor and City Council of the City of Norcross, Georgia hereby ordains that the adopted Code of Ordinances is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that all following provisions shall become and be made part of the Code of the City of Norcross.

- I. Amendment to edit the language as noted below, to add those items shown as underlined and to delete those items as shown by strikethrough, any items completely deleted are reserved:

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.~~

This is a sample document

- ~~(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.

This is a sample document

- II. Severability: If the provisions of any section, subsection, paragraph, subdivision or clause of his ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgement shall not affect or invalidate the remainder of any ordinance, section, subsection, paragraph, subdivision or clause of this ordinance.
- III. Repealer: All ordinances or parts thereof which are in conflict with any provision or any section, subsection, paragraph, subdivision or clause of this ordinance are hereby repealed to the extent of the conflict.

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this ____ day of _____, 2021

Craig 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 #:	21-6205	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/4/2021 6:30 PM	In Control:	Mayor and Council
Title:	RZ2021-003 - Request to Rezone the Properties Located at 772, 782, 802, 812 Holcomb Bridge Rd.		

Sponsors:

Code Sections:

Attachments:

1. [RZ2021-003 Withdrawal Packet](#)

Title

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

Drafter

Tracy Rye

Motion

A motion to approve/deny the request to withdraw the referenced application without prejudice.



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

Agenda: October 4, 2021

Agenda #: 21-6205

Item: Request to withdraw the 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 without prejudice.

CC: Eric Johnson

Recommendation

The Community Development and Planning Department recommends that the application be withdrawn without prejudice.

Background

The applicant has submitted the attached letter on October 1, 2021 requesting to withdraw the application without prejudice.

Attachments

Request for withdrawal



October 1, 2021

Tracy D. Rye, Director
Community Development Department
City of Norcross
65 Lawrenceville Street
Norcross, GA 30071

REQUEST FOR WITHDRAWAL: RZ2021-003 Holcomb Bridge Road Townhomes

Dear Ms. Rye:

On behalf of our client, D.R. Horton, Inc., I am submitting this letter to request a withdrawal without prejudice of our rezoning request case RZ2021-003 (Holcomb Bridge Road Townhomes). Based upon comments received at the public hearings and the community meetings, DR Horton has decided to not proceed forward with a rezoning request at this time.

Sincerely,

A handwritten signature in black ink that reads 'Michelle Macauley'. The signature is written in a cursive, flowing style.

Michelle Macauley



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:	10/4/2021 6:30 PM	In Control:	Mayor and Council
Title:	RZ2021-005 - Request to Rezone 244 Kelly Street from M1 to R60		

Sponsors:

Code Sections:

Attachments:

1. [RZ2021-005 244 Kelly Full Packet 10.04.21](#)

Title

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

Drafter

Tracy Rye

Motion

A motion to approve/deny a request for a rezoning from M-1 to R-60 for a single family two lot split at 244 Kelly Street, with the following:

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.**



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

Agenda: October 4, 2021

Agenda #: 21-6267

Item: Request to rezone the property located at 244 Kelly Street from M1 (Light Industrial) 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>

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

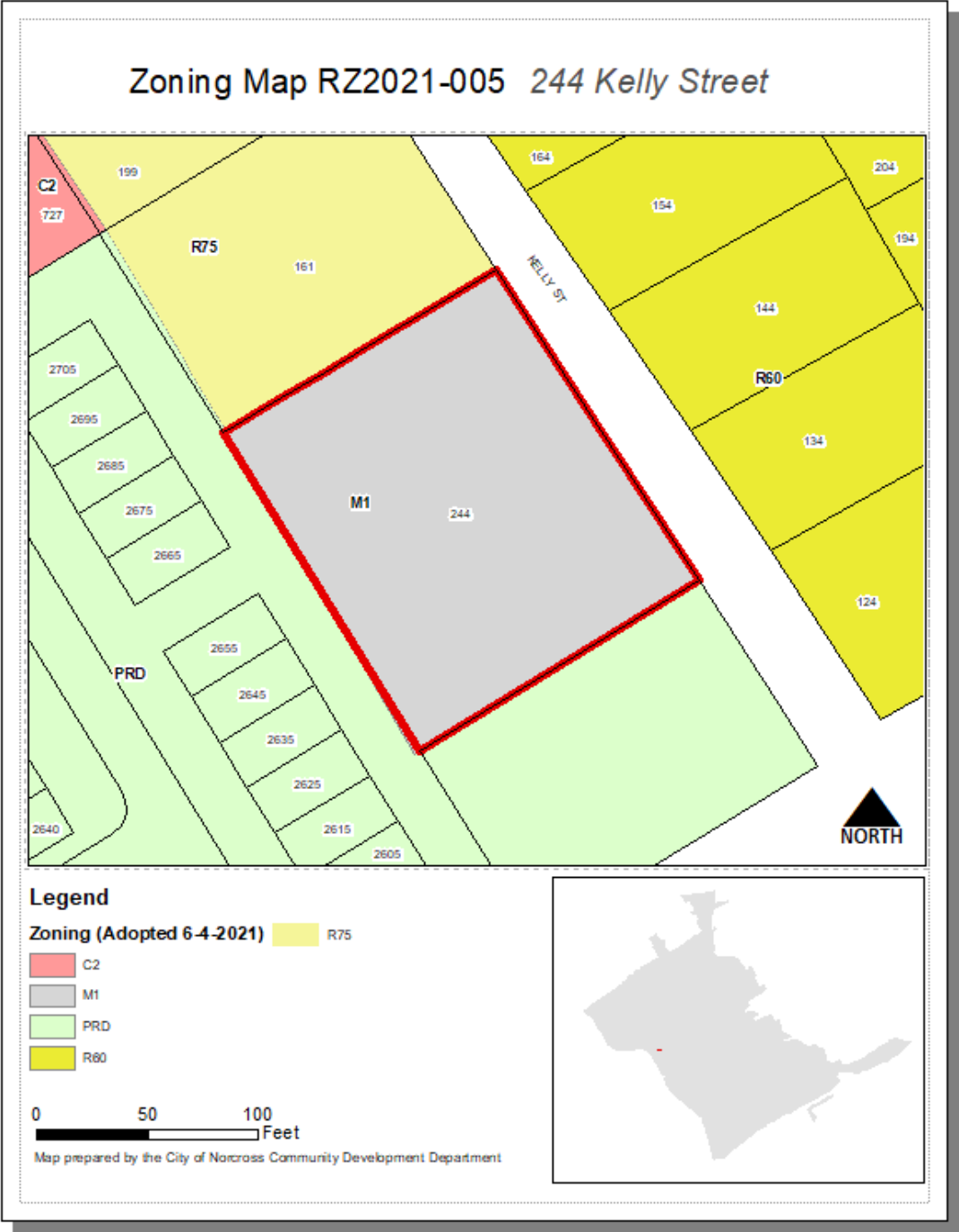
The applicant requests a Zoning Map Amendment to rezone the property located at 244 Kelly Street from M1 (Light Industry) to R60 (Single Family Residence) to subdivide the 0.56-acre lot into two lots in order to build a single-family home on the newly created lot.

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.

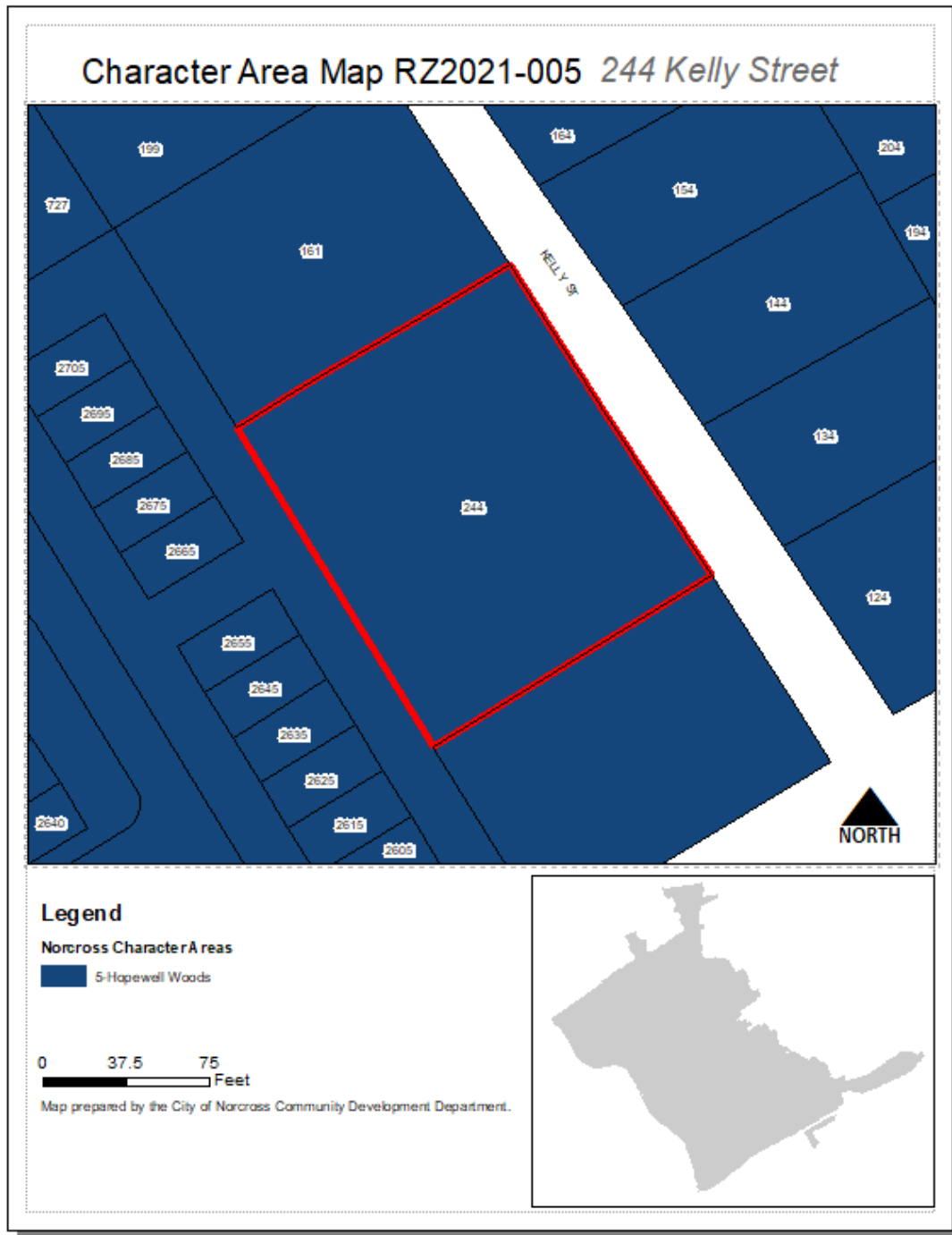
Board	Meeting Type	Meeting	Meeting Time	Room
P&Z	Hearing	Wednesday, September 1, 2021	6:30 PM	Council Chambers 1 st Floor
M&C Policy	Meeting	Monday, September 20, 2021	6:30 PM	Conference Room 2 nd Floor
M&C Regular	Hearing	Monday, October 4, 2021	6:30 PM	Council Chambers 1 st Floor

Zoning Map



Attachment: RZ2021-005 244 Kelly Full Packet 10.04.21 (21-6267 : RZ2021-005 - Request to Rezone 244 Kelly Street from M1 to R60)

Character Area Map



Attachment: RZ2021-005 244 Kelly Full Packet 10.04.21 (21-6267 : RZ2021-005 - Request to Rezone 244 Kelly Street from M1 to R60)

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.

EXISTING

LOT COVERAGE BREAKDOWN

Concrete Driveways	2175 SQ. FT.
One Story Brick House	1847 SQ. FT.
One Story Frame Garage	469 SQ. FT.
Walls	222 SQ. FT.
Porch	133 SQ. FT.
Concrete Sidewalks	112 SQ. FT.
Total Coverage	4958 SQ. FT.
Lot Area	24921 SQ. FT.
Lot Coverage	19.88%

ZONING
[Rncross]
[W1] (Light Industry)
Front yard setback-50'
Side yard setback-20'
Side yard setback-50' Abutting Residential
Rear yard setback-15'
Rear yard setback-50' Abutting Residential

Survey Notes

- Equipment used: Leica 1200 robotic total station and Allegro MK data collector.
- Software used: Carlson Survey 2013 and Carlson Survey.

Closure Statement

The field data used to compile this plat was gathered by differential adjusted G.P.S. coordinates and radial survey measurements and has a positional tolerance of 0.1 feet. This map or plat has been calculated for closure and is found to be accurate within one foot in 87,414 feet.

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments that created the parcel or parcels shown herein is hereby acknowledged.

Lot Coverage Breakdown

Concrete Driveways	2175 SQ. FT.
One Story Brick House	1847 SQ. FT.
One Story Frame Garage	469 SQ. FT.
Walls	222 SQ. FT.
Porch	133 SQ. FT.
Concrete Sidewalks	112 SQ. FT.
Total Coverage	4958 SQ. FT.
Lot Area	24921 SQ. FT.
Lot Coverage	19.88%

Survey Notes

- Equipment used: Leica 1200 robotic total station and Allegro MK data collector.
- Software used: Carlson Survey 2013 and Carlson Survey.

Closure Statement

The field data used to compile this plat was gathered by differential adjusted G.P.S. coordinates and radial survey measurements and has a positional tolerance of 0.1 feet. This map or plat has been calculated for closure and is found to be accurate within one foot in 87,414 feet.

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments that created the parcel or parcels shown herein is hereby acknowledged.

City of Norcross Planning and Zoning Board Meeting for September 1, 2021 at 6:30 PM

Aerial



Attachment: RZ2021-005 244 Kelly Full Packet 10.04.21 (21-6267 : RZ2021-005 - Request to Rezone 244 Kelly Street from M1 to R60)

Photos



Section 2.23 Ordinance form; procedure, of the Charter of the City of Norcross provides that proposed ordinance changes be provided in the following form for consideration, therefore this sample document is provided for this item.

Ordinance _____ (RZ2021-005)

An Ordinance Allowing a Rezoning

Enacting Clause; The Mayor and City Council of the City of Norcross, Georgia, after conducting a duly authorized and advertised public hearing, hereby ordains that:

A rezoning from M-1 to R-60 is granted for the parcel at 244 Kelly Street, more fully described as parcel identification number 6244 050B, and subject to all regulations and ordinances as adopted by the City of Norcross, and 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.

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this 4th day of October 2021.

Craig 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 #:	21-6268	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/4/2021 6:30 PM	In Control:	Mayor and Council
Title:	Buford Highway Master Plan		

Sponsors:

Code Sections:

Attachments:

1. [M&C Packet Buford Highway Plan 10.4.21](#)
2. [Buford Highway Masterplan](#)

Title
Buford Highway Master Plan

Drafter
Tracy Rye

Motion

A motion to approve/deny adopting the completed Buford Highway Master Plan as an amendment to the Imagine Our Future 2040 Comprehensive Plan.



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
Agenda: October 4, 2021
Agenda #: 21-6268
Item: 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 can be found at this link due to their size and format

<https://app.box.com/s/qmk3quh1k0v969xev5sr99b2pult1rfi>

Update

RESOLUTION
To Adopt the Buford Highway Master Plan as An Amendment to the Norcross
“Imagine Our Future” 2040 Comprehensive Plan

WHEREAS, the City of Norcross Mayor and City Council have funded and completed a study of the Buford Highway Corridor, entitled the Buford Highway Master Plan.

WHEREAS, these documents were prepared with the assistance of a Steering Committee and Stakeholders, and the required public hearing was held on October 4, 2021.

BE IT THEREFORE RESOLVED, that the City of Norcross Mayor and City Council certified that the minimum public participation and other procedural requirements have been met and exceeded in preparing this Buford Highway Master Plan; and

BE IT FURTHER RESOLVED, that the Council hereby adopts the Buford Highway Master Plan as part of the Norcross “Imagine Our Future” 2040 Comprehensive Plan.

IN WITNESS WHERE OF, I have hereunto set my hand and caused this seal to be affixed. This October 4, 2021.

Craig 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 #:	21-6294	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/4/2021 6:30 PM	In Control:	Mayor and Council
Title:	Board Appointment - Discovery Garden Park Board		

Sponsors:

Code Sections:

Title
Board Appointment - Discovery Garden Park Board

Motion

A motion to approve/deny the appointment of the following board members and terms as presented:

Discovery Garden Park Board

Sharon Cauthen	6/1/2023
Tracy Claiborne	6/1/2023



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 #:	21-6295	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/4/2021 6:30 PM	In Control:	Mayor and Council
Title:	Board Appointment - Norcross Public Arts Commission		

Sponsors:

Code Sections:

Title
Board Appointment - Norcross Public Arts Commission

Motion
A motion to approve/deny the appointment of the following board member and term as presented:

Norcross Public Arts Commission
Yamily Mijes-O'Reilly 12/1/2024



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:	10/4/2021 6:30 PM	In Control:	Mayor and Council
Title:	Text Amendment to Sec. 2-149 - Discovery Garden Park Board		

Sponsors:

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

Attachments:

1. [2021 Amendment to Code to Change number of members and membership qualifications for DGP Board](#)

Title

Text Amendment to Sec. 2-149 - Discovery Garden Park Board

Drafter

Barbara Kohlhausen

Moton

A motion to approve/deny an amendment to Chapter 2 - Administration, Article V. - Boards, Commissions, and Authorities, Sec. 2-149 - Discovery Garden Park Board, to increase the board's membership, with the following enacting clause:

The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that the adopted Code of Ordinances, is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that the following provisions shall become and be made a part of the Code of the City of Norcross, and the Sections in the Code in the Ordinance be renumbered to accomplish that intention.

ORDINANCE NO. __-2021

AN AMENDMENT TO ARTICLE V OF CHAPTER 2, SECTION 2-149, SUBPARAGRAPH (d) OF THE CITY CODE OF ORDINANCES TO CHANGE THE NUMBER OF MEMBERS OF THE DISCOVERY GARDEN PARK BOARD FROM SEVEN TO NINE, TO AMEND THE QUALIFICATIONS OF THE DISCOVERY GARDEN PARK BOARD, AND FOR OTHER PURPOSES AS STATED HEREIN:

ENACTING CLAUSE. The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that the adopted Code of Ordinances, is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that the following provisions shall become and be made a part of the Code of the City of Norcross, and the Sections in the Code in the Ordinance be renumbered to accomplish that intention.

I. Amendment.

Article V of Chapter 2, entitled “Boards, Commissions and Authorities,” Section 2-149, entitled “Discovery Garden Park Board,” subsection (d) entitled “Membership and Terms,” is hereby amended by deleting subparagraphs (1) and (2) in their entirety and substituting the following in lieu thereof:

“Sec. 2-149. - Discovery Garden Park Board.

.....

(d) *Membership and terms.*

- (1) *Members.* The Norcross Discovery Garden Park Board shall be comprised of nine members. A minimum of five 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 persons 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.”

II. SEVERABILITY.

In the event that any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjunction shall in manner affect the other sections, sentences, clauses, or phrases of this Ordinance, which shall remain in full force and effect, as if the section, subsection, sentence, clause, or phrase so declared or adjudged invalid or unconstitutional were not originally part thereof.

III. REPEALER.

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

IV. EFFECTIVE DATE.

This Ordinance shall become effective immediately and shall remain in effect until revised or repealed by further action the Mayor and Council of the City of Norcross.

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this ____ day of _____, 2021.

Craig 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 #:	21-6252	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/4/2021 6:30 PM	In Control:	Mayor and Council
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

Motion

A motion to Approve/Deny the attached management agreement between the City of Norcross & United Futbol Academy for Summerour Park, as presented.



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

Agenda: August, 2021 – Policy Work Session

Agenda #: 21-6252

Item: **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 & UnitedFutbol 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. TheCity of Norcross takes pride in providing a high quality of life for it's 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, 5:00 to 8:00 pm.
 - B. Saturdays, 8:00 am to 8:00 pm.
 - C. Sundays, 8:00 am to 10:00 pm.
 - D. Monday through Friday, 8:00 am to 1:00 pm, when Gwinnett County Schools are not in session, particularly for the use and promotion of Summer Sports Camps. The UFA is in agreement to share ¼ of the field when requested and in partnership with UFA practices and games.

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 set aside adequate training space and facilitate public use for small-sided games a minimum of 2 hours weekly during regular hours of operation. Adequate training space will include a minimum of ¼ of a field for use. UFAN will coordinate dates and times through the City on a regular basis as well as provide oversight of said activities.
 - 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.

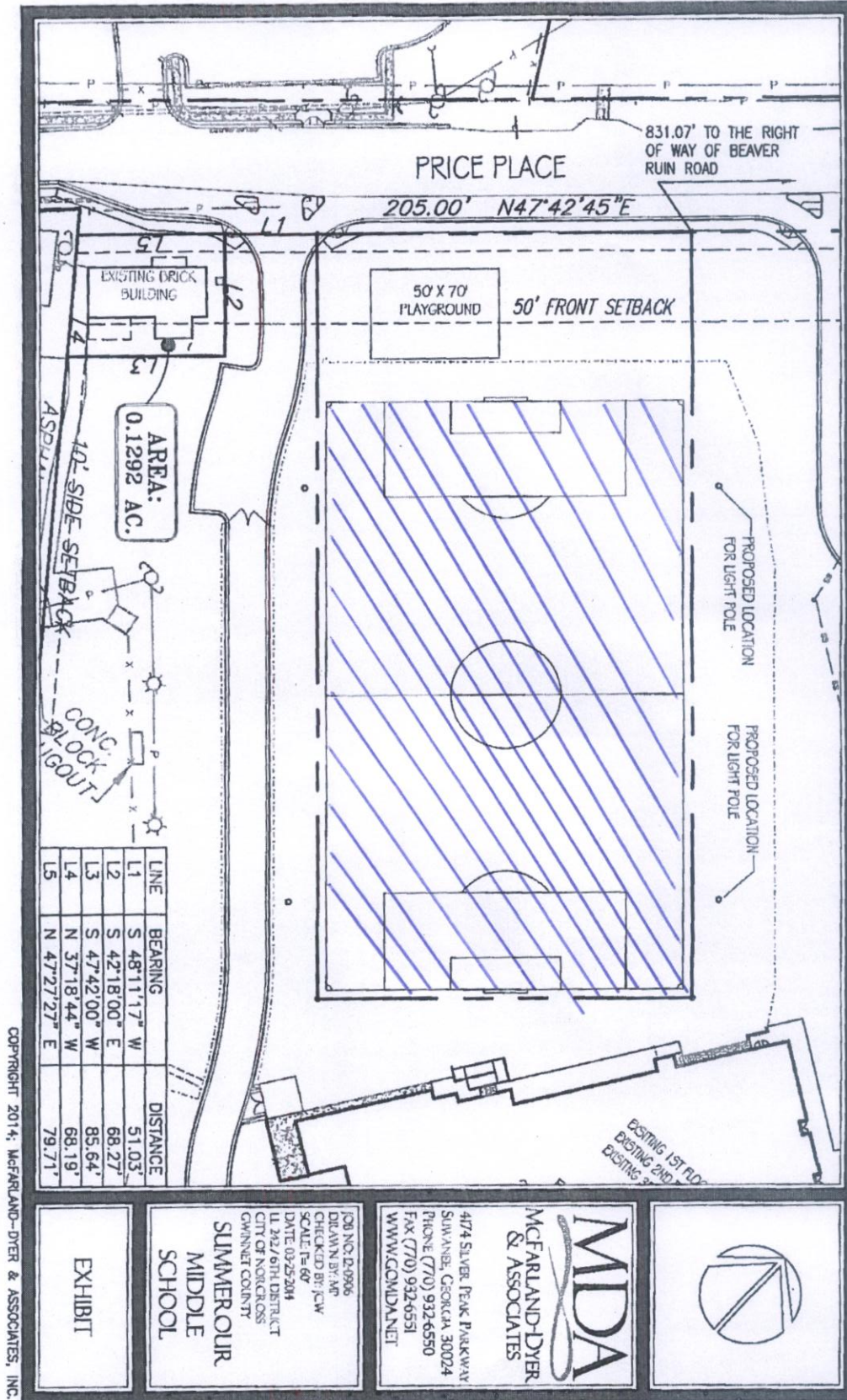
17. **GOVERNMENTAL ORDERS**: UFAN agrees, at its sole expense, to promptly comply with all federal, state, and local laws, rules and regulations including compliance with the City of Norcross' Code and Zoning regulations. UFAN further agrees to comport with the requirements of any legally constituted 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 place 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 pr 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.



COPYRIGHT 2014; MCFARLAND-DYER & ASSOCIATES, INC.

ALL-STATE LEGAL®

A



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:	10/4/2021 6:30 PM	In Control:	Mayor and Council
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

Mary Beth Bender

Motion

A motion to approve/deny the attached Resolution to permit the sale and consumption of alcohol in to-go cups, and to permit open containers during the German car show.



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
Agenda: September 20, 2021 – Policy Work Session
Agenda #: 21-6280
Item: 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 #:	21-6284	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/4/2021 6:30 PM	In Control:	Mayor and Council
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

Motion

A motion 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 Agreements and Addendum as presented.

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)

TABLE OF CONTENTS

	<u>PAGE</u>
I. AN ORDINANCE	1
II. GMEBS DEFINED BENEFIT RETIREMENT PLAN	
ADOPTION AGREEMENT	2
1. ADMINISTRATOR	2
2. ADOPTING EMPLOYER.....	2
3. GOVERNING AUTHORITY	2
4. PLAN REPRESENTATIVE.....	2
5. PENSION COMMITTEE	2
6. TYPE OF ADOPTION	3
7. EFFECTIVE DATE.....	3
8. PLAN YEAR	4
9. CLASSES OF ELIGIBLE EMPLOYEES.....	5
A. Eligible Regular Employees	5
B. Elected or Appointed Members of the Governing Authority	5
10. ELIGIBILITY CONDITIONS.....	6
A. Hours Per Week (Regular Employees).....	6
B. Months Per Year (Regular Employees)	6
11. WAITING PERIOD.....	7
12. ESTABLISHING PARTICIPATION IN THE PLAN	7
13. CREDITED SERVICE	7
A. Credited Past Service with Adopting Employer	7
B. Prior Military Service	9
C. Prior Governmental Service.....	10
D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave).....	12
14. RETIREMENT ELIGIBILITY.....	13
A. Early Retirement Qualifications	13
B. Normal Retirement Qualifications.....	14
C. Alternative Normal Retirement Qualifications.....	16
D. Disability Benefit Qualifications	20
15. RETIREMENT BENEFIT COMPUTATION.....	20
A. Maximum Total Credited Service.....	20
B. Monthly Normal Retirement Benefit Amount.....	21
C. Monthly Early Retirement Benefit Amount	24
D. Monthly Late Retirement Benefit Amount (check one):	25
E. Monthly Disability Benefit Amount	25
F. Minimum/Maximum Benefit For Elected Officials	26
16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA.....	27

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)	27
B.	Cost Of Living Adjustment.....	28
17.	TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING	29
A.	Eligible Regular Employees	29
B.	Elected or Appointed Members of the Governing Authority	29
18.	PRE-RETIREMENT DEATH BENEFITS	30
A.	In-Service Death Benefit.....	30
B.	Terminated Vested Death Benefit.....	31
19.	EMPLOYEE CONTRIBUTIONS	32
20.	MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT	33
21.	TERMINATION OF THE ADOPTION AGREEMENT	34
22.	EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS	34

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)

TABLE OF CONTENTS

	<u>PAGE</u>
I. AN ORDINANCE	1
II. GMEBS DEFINED BENEFIT RETIREMENT PLAN	
ADOPTION AGREEMENT	2
1. ADMINISTRATOR	2
2. ADOPTING EMPLOYER.....	2
3. GOVERNING AUTHORITY	2
4. PLAN REPRESENTATIVE.....	2
5. PENSION COMMITTEE	2
6. TYPE OF ADOPTION	3
7. EFFECTIVE DATE.....	4
8. PLAN YEAR	5
9. CLASSES OF ELIGIBLE EMPLOYEES.....	5
A. Eligible Regular Employees	5
B. Elected or Appointed Members of the Governing Authority	5
10. ELIGIBILITY CONDITIONS.....	6
A. Hours Per Week (Regular Employees).....	6
B. Months Per Year (Regular Employees)	6
11. WAITING PERIOD.....	7
12. ESTABLISHING PARTICIPATION IN THE PLAN	7
13. CREDITED SERVICE	7
A. Credited Past Service with Adopting Employer	8
B. Prior Military Service	9
C. Prior Governmental Service.....	10
D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave).....	12
14. RETIREMENT ELIGIBILITY.....	13
A. Early Retirement Qualifications	13
B. Normal Retirement Qualifications.....	14
C. Alternative Normal Retirement Qualifications.....	16
D. Disability Benefit Qualifications	20
15. RETIREMENT BENEFIT COMPUTATION.....	21
A. Maximum Total Credited Service.....	21
B. Monthly Normal Retirement Benefit Amount.....	21
C. Monthly Early Retirement Benefit Amount	24
D. Monthly Late Retirement Benefit Amount (check one):	25
E. Monthly Disability Benefit Amount	25
F. Minimum/Maximum Benefit For Elected Officials	26
16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA.....	27

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)	27
B.	Cost Of Living Adjustment.....	28
17.	TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING	29
A.	Eligible Regular Employees	29
B.	Elected or Appointed Members of the Governing Authority	29
18.	PRE-RETIREMENT DEATH BENEFITS	30
A.	In-Service Death Benefit.....	30
B.	Terminated Vested Death Benefit.....	31
19.	EMPLOYEE CONTRIBUTIONS	32
20.	MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT	33
21.	TERMINATION OF THE ADOPTION AGREEMENT	34
22.	EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS	34

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 ($\frac{1}{2}$) ☐ _____ (**insert other fraction**) of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. (**See 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 #:	21-6286	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	10/4/2021 6:30 PM	In Control:	Mayor and Council
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

Motion

A motion to 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.



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

Agenda Item No.: 21-6286

Item: Electricity rates for calendar year 2022

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)