MAYOR
Allen Brown

CITY MANAGER
Kenneth Howard

CITY CLERK
Lia Jones

CITY ATTORNEY
Linnie Darden III

HINESVILLE
GEORGIA

MAYOR PRO TEM
Keith Jenkins

COUNCIL MEMBERS
Diana Reid
Vicky Nelson
Jason R. Floyd
Karl A. Riles

MAYOR AND COUNCIL REGULAR MEETING AGENDA

3:00 PM
August 3, 2023
Council Chamber

1. **INVOCATION**
   Bishop Betton of The Cathedral of Praise.
2. **MINUTES**
   Approve the Minutes of the July 20, 2023 Council Meeting.
3. **UNFINISHED BUSINESS**
   - **3.1. STORMWATER MANAGEMENT POST-CONSTRUCTION ORDINANCE #2023-03**
     To Present for Mayor and Council Consideration, Stormwater Management Post-Construction Ordinance #2023-03.

   Action Item
4. **PRESENTATIONS**
   - **4.1. MONTHLY CITY CONSTRUCTION PROJECTS UPDATE**
     To Present for Mayor and Council Consideration, Update of City Construction Projects.

   Informational Item
   - **4.2. LEXIPOL CONNECT RECOGNITION PROGRAM AWARD**
     To Present for Mayor and Council Consideration, Bronze Award for Lexipol Connect Recognition Program.

   Informational Item
   - **4.3. 5K RUN FOR THE MOE MCDUFFIE SCHOLARSHIP**
     To Present for Mayor and Council Consideration, the Winners of the Moe McDuffie Scholarship 5K Run.

   Informational Item
   - **4.4. HOUSE BILL 128 - MINORITY, WOMEN, AND VETERAN OWNED SMALL BUSINESS**
     To Present for Mayor and Council Consideration, House Bill 128 that includes MBE, WBE, and Veteran Owned Small Business (VOSB) and Service Disabled Veteran Owned Small Business (SDVOSB).

Informational Item

5. **NEW BUSINESS**

5.1. SURPLUS REQUEST

To Present for Mayor and Council Consideration, Declare 2012 Copystar Copier Surplus from Fire Department.

Action Item

5.2. SOUTH MAIN STREET SEWER REPAIR

To Present for Mayor and Council Consideration, S. Main Street Sewer Repair Update and Budget Approval

Action Item

5.3. 2023 GMA SAFETY AND LIABILITY GRANT APPLICATION RESOLUTION #2023-12

To Present for Mayor and Council Consideration, authorization to submit a grant application to the Georgia Municipal Association (GMA), on behalf of the Hinesville Police and Fire Departments, under their Safety and Liability Management Grant Program.

Action Item

5.4. GMEBS-R; CITY OF HINESVILLE - DEFINED BENEFIT RETIREMENT PLAN AMENDMENT

To Present for Mayor and Council Consideration, the amendment to the City of Hinesville's Georgia Municipal Employees Benefit System to increase the elected official's retirement benefit.

Informational Item

6. **BUSINESS LICENSE**

6.1. BL ALCOHOL BEVERAGE & FOOD SALES QUARTERLY REPORT

To Present for Mayor and Council Consideration, 2nd Quarter (April 2023 through June 2023) Alcohol Beverage and Food Sales Report for Class I, II, and IV.

Informational Item

6.2. HPD & HFD ALCOHOL BEVERAGE & FOOD SALES QUARTERLY REPORT

To Present for Mayor and Council Consideration, the report of quarterly activity of establishments selling alcohol on premises.

Informational Item

7. **PUBLIC COMMENT**

7.1. PUBLIC COMMENT

8. **MAYOR ALLEN BROWN**

8.1. MAYOR BROWN'S REPORT

9. **COUNCILMEMBER RILES - DISTRICT 5**

9.1. COUNCILMEMBER RILES REPORT

10. **MAYOR PRO TEM JENKINS - DISTRICT 4**

10.1. MAYOR PRO TEM JENKINS REPORT

10.2. PROPOSED STREET NAME CHANGE

To Present for Mayor and Council Consideration, a proposed name change of South Main Street Extension.

Informational Item

11. COUNCILMEMBER NELSON - DISTRICT 3

11.1. COUNCILMEMBER NELSON'S REPORT

12. COUNCILMEMBER FLOYD - DISTRICT 2

12.1. COUNCILMEMBER FLOYD'S REPORT

13. COUNCILMEMBER REID - DISTRICT 1

13.1. COUNCILMEMBER REID'S REPORT

14. CITY MANAGER KENNETH HOWARD

14.1. CITY MANAGER'S REPORT

15. ADJOURN

3.1.

City of Hinesville, Georgia, Council Meeting

Date: August 3, 2023

Agenda Item: Stormwater Management Post-Construction Ordinance #2023-03

Prepared by: Shamika Wilson

Presented by: Paul Simonton

PURPOSE: Compliance with MS4 Stormwater Management requires that the City adopt a Post-Construction Stormwater ordinance governing the inspection, operation and management of after new storm water ponds are incorporated into the system.

BACKGROUND: The City of Hinesville is included in the Hinesville Urbanized Area which requires the City to operate its stormwater system under Permit GAG610000.
The permit required the City to Develop a Storm Water Management Plan (SWMP) that includes compliance with all conditions of the permit.
The permit requires adoption of a Post-Construction Ordinance that governs the inspection, maintenance and operation of ponds under the City's jurisdiction.

FUNDING: N/A

RECOMMENDATION: Approve adopting the Post-Construction Ordinance 2023-03.

ATTACHMENTS:
1. Resolution for Post Construction Ordinance
2. City of Hinesville Post Construction Ord

PREVIOUS COUNCIL DISCUSSION: This item has been advertised for fourteen days, it is being brought back as an action item today.

A Resolution

An ordinance establishing “Post Construction Management” for the City of Hinesville in accordance with provisions of the Georgia Water Quality Control Act (Georgia Laws 1964, p. 416 As amended), herein called the “State Act,” the Federal Clean Water Act, as amended (33U.S.C. 1251 et seq.), hereinafter called the “Clean Water Act” and the Rules and regulations promulgated pursuant to each of these Acts, all new and existing stormwater point sources associated with small municipal separate storm sewer systems (MS4), upon submittal of a Georgia Notice of Intent, are authorized to discharge stormwater to the waters of the State of Georgia in accordance with the limitations, monitoring requirements and other conditions set forth in General NPDES Permit No. GAG610000.

WH EREAS, the City of Hinesville has applied for coverage under the permit to Georgia Department of Natural Resources, Environmental Protection Division (EPD) by completing the required Notice of Intent ; and

WHEREAS, the EPD has granted City of Hinesville coverage under the permit, and

WHEREAS, Permit GAG610000 requires that the city develop and adopt a Post Construction Stormwater Ordinance and include in each Annual Report,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF H!NESVILLE TO ADOPT A DOCUMENT TO MANAGE POST CONSTRUCION STORMWATER FACILITIES, THE CITY OF HINESVILLE HEREBY ADOPTS THE "POST CONSTRUCTION STORMWATER ORDNINACE" PURSUANT TO THE RULES OF THE GEORGIA DEPARTMENT OF NATURAL RESOURCES WITH LIKE EFFECT AS IF RECITED HEREIN, SAID PLAN BEING IDENTIFIED BY THE INSCRIPTION "ARTICLE VII, POST CONSTRUCTION STROMWATER” ORDINANCE DATED ____________________ A COPY OF WHICH IS ON FILE WITH THE CITY CLERK OF HINESVILLE,GEORGIA.

THEREFORE BE IT RESOLVED that the Mayor and Council of the city of Hinesville, Georgia do hereby ordain, resolve and enact the foregoing.

APPROVED this _______day of______________2023.

____
Allen Brown, Mayor

____
Keith Jenkins, Mayor Pro Tem

____
Diana Reid, Council Member

____
Jason Floyd, Council Member

____
Vicky Nelson, Council Member

____
Karl Riles, Council Member

Attest

____
Lia Jones, City Clerk`

ARTICLE VII. – Post Construction Stormwater

Division 1 . Generally

Sec. 6-308. Title.

Post-Construction Stormwater Management for New Development and Redevelopment.

Sec. 6-309. - Purpose and Intent.

The purpose of this article is to protect, maintain and enhance the public health, safety, environment, and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-construction stormwater runoff and nonpoint source pollution associated with new development and redevelopment. Proper management of post- construction stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment and general welfare of the public, and protect water and aquatic resources. Additionally, the City of Hinesville Mayor and City Council are required to comply with several State and Federal laws, regulations and permits related to managing the water quantity, velocity, and quality of post- construction stormwater runoff.

Sec. 6-310. - Definitions.

For this Article, the terms below shall have the following meanings:

Administrator means the person appointed to administer and implement this Article on Post Construction Stormwater Management for New Development and Redevelopment in accordance with Section 6-312.

Applicant means a person submitting a land development application for approval. BMP or best management practice means both structural devices to store or treat stormwater runoff and non-structural programs or practices which are designed to prevent or reduce the pollution of the waters of the State of Georgia.

BMP landscaping plan means a design for vegetation and landscaping that is critical to the performance and function of the BMP including how the BMP will be stabilized and established with vegetation. It shall include a layout of plants and plant names (local and scientific).

Channel means a natural or artificial watercourse with a definite bed and banks that conveys continuously or periodically flowing water.

Coastal stormwater supplement **(CSS)** means the most current edition of the coastal stormwater supplement to the Georgia stormwater management manual.

Detention means the temporary storage of stormwater runoff in a stormwater detention facility for the purpose of controlling the peak discharge.

Detention facility means a structure designed for the storage and gradual release of stormwater runoff at controlled rates.

Development means new development or redevelopment.

Extended detention means the storage of stormwater runoff for an extended period of time

Extreme flood protection means measures taken to prevent adverse impacts from large low-frequency storm events with a return frequency of 100 years or more.

Flooding means a volume of surface water that exceeds the banks or walls of a BMP, or channel, and overflows onto adjacent lands.

GSMM means the latest edition of the Georgia Stormwater Management Manual, Volume 2: Technical Handbook, and its Appendices.

Hotspot means a land use or activity on a site that has the potential to produce higher than normally found levels of pollutants in stormwater runoff. As defined by the administrator, hotspot land use may include gasoline stations, vehicle service and maintenance areas, industrial facilities (both permitted under the Industrial Stormwater General Permit and others), material storage sites, garbage transfer facilities, and commercial parking lots with high-intensity use.

Impervious surface means a surface composed of any material that significantly impedes or prevents the natural infiltration of water into the soil.

Industrial Stormwater General Permit means the National Pollutant Discharge Elimination System (NPDES) permit issued by Georgia Environmental Protection Division to an industry for stormwater discharges associated with industrial activity. The permit regulates pollutant levels associated with industrial stormwater discharges or specifies on- site pollution control strategies based on Standard Industrial Classification (SIC) Code.

Infiltration means the process of percolating stormwater runoff into the subsoil.

Inspection and maintenance agreement means a written agreement providing for the long-term inspection, operation, and maintenance of the stormwater management system and its components on a site.

Land development application means the application for a land development permit on a form provided by The City of Hinesville through the Liberty Consolidated Planning Commission (LCPC) along with the supporting documentation required in Section 6-318(a).

Land development permit means the authorization necessary to begin construction-related, land-disturbing activity

Land disturbing activity means any activity which may result in soil erosion from water or wind and the movement of sediments into state water or onto lands within the state, including but not limited to clearing, dredging, grading, excavating, and filling of land. Land disturbing activity does not include agricultural practices as described O.C.G.A. 12-7-17(5) or silvicultural land management activities as described O.C.G.A. 12-7-17(6) within areas zoned for these activities.

Linear feasibility program means a feasibility program developed by the City of Hinesville and submitted to the Georgia Environmental Protection Division, which sets reasonable criteria for determining when implementation of stormwater management standards for linear transportation projects being constructed by the City is infeasible.

Linear transportation projects means construction projects on traveled ways including but not limited to roads, sidewalks, multi-use paths and trails, and airport runways and taxiways.

MS4 Permit means the NPDES permit issued by Georgia Environmental Protection Division for discharges from City of Hinesville municipal separate storm sewer system.

New development means land disturbing activities, structural development (construction, installation, or expansion of a building or other structure), and/or creation of impervious surfaces on a previously undeveloped site.

Nonpoint source pollution means a form of water pollution that does not originate from a discrete point such as a wastewater treatment facility or industrial discharge, but involves the transport of pollutants such as sediment, fertilizers, pesticides, heavy metals, oil, grease, bacteria, organic materials, and other contaminants from land to surface water or groundwater via mechanisms such as precipitation, stormwater runoff, and leaching. Nonpoint source pollution is a by-product of land use practices such as agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

Overbank flood protection means measures taken to prevent an increase in the frequency and magnitude of out-of-bank flooding (i.e. flow events that exceed the capacity of the channel and enter the floodplain).

Owner means the legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee, or other person, firm or corporation in control of the site.

Person means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the State, any interstate body or any other legal entity.

Post-construction stormwater management means stormwater best management practices that are used on a permanent basis to control and treat runoff once construction has been completed in accordance with a stormwater management plan.

Post-development means the conditions anticipated to exist on site immediately after completion of the proposed development.

Pre-development means the conditions that exist on a site immediately before the implementation of the proposed development. Where phased development or plan approval occurs (preliminary grading, roads and utilities, etc.), the existing conditions at the time before the first item being approved or permitted shall establish pre-development conditions.

Pre-development hydrology means (a) for new development, the runoff curve number determined using natural conditions hydrologic analysis based on the natural, undisturbed condition of the site immediately before implementation of the proposed development; and (b) for redevelopment, the existing conditions hydrograph may take into account the existing development when defining the runoff curve number and calculating existing runoff, unless the existing development causes a negative impact on downstream property.

For purposes of drainage calculations and hydrology reports predevelopment curve numbers should be 73.

Previously developed site means a site that has been altered by paving, construction, and/or land disturbing activity.

Redevelopment means structural development (construction, installation, or expansion of a building or other structure), creation or addition of impervious surfaces, replacement of impervious surfaces not as part of routine maintenance, and land disturbing activities associated with structural or impervious development on a previously developed site. Redevelopment does not include such activities as exterior remodeling.

Routine maintenance means activities to keep an impervious surface as near as possible to its constructed condition. This includes ordinary maintenance activities, resurfacing paved areas, and exterior building changes or improvements which do not materially increase or concentrate stormwater runoff, or cause additional nonpoint source pollution.

Runoff means stormwater runoff.

Site means an area of land where development is planned, which may include all or portions of one or more parcels of land. For subdivisions and other common plans of development, the site includes all areas of land covered under an applicable land development permit.

Stormwater concept plan means an initial plan for post-construction stormwater management at the site that provides the groundwork for the stormwater management plan including the natural resources inventory, site layout concept, initial runoff characterization, and first round stormwater management system design.

Stormwater management plan means a plan for post-construction stormwater management at the site that meets the requirements of Section 6-316 and is included as part of the land development application.

Stormwater management standards means those standards set forth in Section 6-314.

Stormwater management system means the entire set of non-structural site design features and structural BMPs for collection, conveyance, storage, infiltration, treatment, and channel erosion, habitat degradation and water quality degradation, and to enhance and promote the public health, safety, and general welfare.

Stormwater runoff means flow on the surface of the ground, resulting from precipitation. “subdivision” means the division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

Other terms used but not defined in this Article shall be interpreted based on how such terms are defined and used in the GSMM and the Liberty County MS4 permit.

Sec. 6-311. -Adoption and Implementation of the CSS; Conflicts and Inconsistencies.

(a.) In implementing this Article, Liberty County shall use and require compliance with all relevant design standards, calculations, formulas, methods, and other guidance from the CSS as well as all related appendices.

(b.) This Article is not intended to modify or repeal any other Article, ordinance, rule, regulation or other provision of law, including but not limited to any applicable stream buffers under state and local laws, and the Georgia Safe Dams Act and Rules for Dam Safety. In the event of any conflict or inconsistency between any provision in the City of Hinesville MS4 permit and this Article, the provision from the MS4 permit shall control. In the event of any conflict or inconsistency between any provision of this Article and the GSMM, the provision from this Article shall control. In the event of any other conflict or inconsistency between any provision of this Article and any other ordinance, rule, regulation or other provision of law, the provision that is more restrictive or imposes higher protective standards for human health or the environment shall control.

(c.) If any provision of this Article is invalidated by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of this Article.

Sec. 6-312. Designation of Administrator.

The Liberty Consolidated Planning Commission (LCPC) is the designated Administrator, however the City Manager may from time to time appoint someone different to administer and implement this Article.

Sec. 6-313. - Applicability Criteria for Stormwater Management Standards.

This Article applies to the following activities:

(a) New development that creates or adds 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of 1 acre of land or greater.

(b) Redevelopment (excluding routine maintenance and exterior remodeling) that creates, adds, or replaces 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of 1 acre or more.

(c) New development and redevelopment if

(i) such new development or redevelopment is part of a subdivision or other common plan of development, and

(ii) the sum of all associated impervious surface area or land disturbing activities that are being developed as part of such subdivision or other common plan of development meets or exceeds the threshold in (a) and (b) above. Any commercial or industrial new development or redevelopment, regardless of size, that is a hotspot land use as defined in this Article; and

Sec. 6.314. - Exemptions from Stormwater Management Standards.

This Article does not apply to the following activities:

(a) Land disturbing activity conducted by local, state, authority, or federal agencies, solely to respond to an emergency need to protect life, limb, or property or conduct emergency repairs.

(b) Land disturbing activity that consists solely of cutting a trench for utility work and related pavement replacement.

(c) Land disturbing activity conducted by local, state, authority, or federal agencies, whose sole purpose is to implement stormwater management or environmental restoration.

(d) Repairs to any stormwater management system deemed necessary by the administrator.

(e) Agricultural practices as described O.C.G.A. 12-7-17(5) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in section 6-313 (a) or (b).

(f) Silvicultural land management activities as described O.C.G.A. 12-7-17(6) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in section 6-313 (a) or (b).

(g) Installations or modifications to existing structures solely to implement Americans with Disabilities Act (ADA) requirements, including but not limited to elevator shafts, handicapped access ramps and parking, and enlarged entrances or exits; and

(h) Linear transportation projects being constructed by the City of Hinesville to the extent the administrator determines that the stormwater management standards may be infeasible to apply, all or in part, for any portion of the linear transportation project.

Sec. 6-315. - Stormwater Management Standards.

Subject to the applicability criteria in Section 6-313 and exemptions in Section 6-314, the following stormwater management standards apply. Additional details for each standard can be found in the GSMM Section 2.2.2.2:

(a) Design of Stormwater Management System: The design of the stormwater management system shall be in accordance with the applicable sections of the CSS as directed by the administrator. Any design which proposes a dam shall comply with the Georgia Safe Dams Act and Rules for Dam Safety as applicable.

(b) Natural Resources Inventory: Site reconnaissance and surveying techniques shall be used to complete a thorough assessment of existing natural resources, both terrestrial and aquatic, found on the site. Resources to be identified, mapped, and shown on the Stormwater Management Plan, shall include, at a minimum (as applicable):

(i) Topography (minimum of one-foot contours) and Steep Slopes (i.e., Areas with

Slopes Greater Than 15%),

(ii) Natural Drainage Divides and Patterns,

(iii) Natural Drainage Features (e.g., swales, basins, depressional areas),

(iv) Natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers, drinking water wellhead protection areas and river corridors,

(v) Predominant soils (including erodible soils and karst areas), and

(vi) Existing predominant vegetation including trees, high quality habitat and other existing vegetation.

(c) Better Site Design Practices for Stormwater Management: Stormwater management plans shall preserve the natural drainage and natural treatment systems and reduce the generation of additional stormwater runoff and pollutants.

(d) Stormwater Runoff Quality/Reduction: Stormwater Runoff Quality/Reduction shall be provided by using the following:

(i) For development with a stormwater management plan submitted before May 1, 2023, the applicant may choose either (A) Runoff Reduction or (B) Water Quality.

(ii) For development with a stormwater management plan submitted on or after May 1, 2023, the applicant shall choose (A) Runoff Reduction and has been determined to be infeasible for all or a portion of the site using the Practicability Policy, then (B) Water Quality shall apply for the remaining runoff from a 1.2 inch rainfall event and must be treated to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GSMM.

(A) Runoff Reduction - The stormwater management system shall be designed to retain the first 1.0 inch of rainfall on the site using runoff reduction methods, to the maximum extent practicable.

(B) Water Quality – The stormwater management system shall be designed to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GSMM for runoff from a 1.2 inch rainfall event.

(iii) If a site is determined to be a hotspot as detailed in Section 6-313, the City of Hinesville may require the use of specific or additional components for the stormwater management system to address pollutants of concern generated by that site.

(e) Stream Channel Protection: Stream channel protection shall be provided by using all of the following three approaches:

(i) 24-hour extended detention storage of the 1-year, 24-hour return frequency storm event;

(ii) Erosion prevention measures, such as energy dissipation and velocity control; and

(iii) Preservation of any applicable stream buffer.

(f) Overbank Flood Protection: Downstream overbank flood protection shall be provided by controlling the post-development peak discharge rate to the pre-development rate for the 25-year, 24-hour storm event.

(g) Extreme Flood Protection: Extreme flood protection shall be provided by controlling the 100-year, 24-hour storm event such that flooding is not exacerbated.

(h) Downstream Analysis: Due to peak flow timing and runoff volume effects, some structural components of the stormwater management system fail to reduce discharge peaks to pre-development levels downstream from the site. A downstream peak flow analysis shall be provided to the point in the watershed downstream of the site or the stormwater management system where the area of the site comprises 10% of the total drainage area in accordance with Section 3.1.9 of the GSMM. This is to help ensure that there are minimal downstream impacts from development on the site. The downstream analysis may result in the need to resize structural components of the stormwater management system.

(i) Stormwater Management System Inspection and Maintenance: The components of the stormwater management system that will not be dedicated to and accepted by the City of Hinesville Mayor and City Council, including all drainage facilities, best management practices, credited conservation spaces, and conveyance systems, shall have an inspection and maintenance agreement to ensure that they continue to function as designed. All new development and redevelopment sites are to prepare a comprehensive inspection and maintenance agreement for the on-site stormwater management system. This plan shall be written in accordance with the requirements in Section 6-320.

Sec 6 - 3 1 6 . -Pre-Submittal Meeting, Stormwater Concept Plan, and Stormwater Management Plan Requirements.

(a) Before a land development permit application is submitted, an applicant may request a pre-submittal meeting with Liberty Consolidated Planning Commission. The pre-submittal meeting should take place based on an early step in the development process such as before site analysis and inventory or the stormwater concept plan. The purpose of the pre-submittal meeting is to discuss opportunities, constraints, and ideas for the stormwater management system before formal site design engineering. To the extent applicable, local and regional watershed plans, greenspace plans, trails and greenway plans, and other resource protection plans should be consulted in the pre-submittal meeting. Applicants must request a pre-submittal meeting with Liberty County when applying for a Determination of Infeasibility through the Practicability Policy.

(b) The stormwater concept plan shall be prepared using the minimum following steps:

(i) Develop the site layout using better site design techniques, as applicable.

(ii) Calculate preliminary estimates of the unified stormwater sizing criteria requirements for stormwater runoff quality/reduction, channel protection, overbank flooding protection and extreme flood protection.

(iii) Perform screening and preliminary selection of appropriate best management practices and identification of potential siting locations (GSMM Section 4.1).

(c) The stormwater concept plan shall contain:

(i) Common address and legal description of the site
(ii) Vicinity map
(iii) Existing conditions and proposed site layout mapping and plans (recommended scale of 1” = 50’), which illustrate at a minimum:

(A) Existing and proposed topography (minimum of one-foot contours),
(B) Perennial and intermittent streams,

(C) Mapping of predominant soils from USDA soil surveys,

(D) Boundaries of existing predominant vegetation and proposed limits of clearing and grading,

(E) Location and boundaries of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.),

(F) Location of existing and proposed roads, buildings, parking areas and other impervious surfaces,

(G) Existing and proposed utilities (e.g., water, sewer, gas, electric) and easements,

(H) Preliminary estimates of unified stormwater sizing criteria requirements,

(I) Preliminary selection and location, size, and limits of disturbance of proposed BMPs,

(J) Location of existing and proposed conveyance systems such as grass channels, swales, and storm drains,

(K)Flowaths,

(L) Location of the boundaries of the base flood floodplain, future-conditions floodplain, and the floodway (as applicable) and relationship of site to upstream and downstream properties and drainage, and

(M) Preliminary location and dimensions of proposed channel modifications, such as bridge or culvert crossings.

(d) The stormwater management plan shall contain the items listed in this part and be prepared under the direct supervisory control of either a registered Professional Engineer or a registered Landscape Architect licensed in the state of Georgia. Items (iii), (iv), (v), and (vi) shall be sealed and signed by a registered Professional Engineer licensed in the state of Georgia. The overall site plan must be stamped by a design professional licensed in the State of Georgia for such purpose. (GSMM Section 2.4.2.7)

(i) Natural Resources Inventory

(ii) Stormwater Concept Plan

(iii) Existing Conditions Hydrologic Analysis

(iv) Post-Development Hydrologic Analysis

(v.) Stormwater Management System

(vi) Downstream Analysis

(vii) Erosion and Sedimentation Control Plan

(viii) BMP Landscaping Plan

(ix) Inspection and Maintenance Agreement

(x) Evidence of Acquisition of Applicable Local and Non-Local Permits

(xi) Determination of Infeasibility (if applicable)

(e) For redevelopment and to the extent existing stormwater management structures are being used to meet stormwater management standards the following must also be included in the stormwater management plan for existing stormwater management structures

(i) As-built Drawings

(ii) Hydrology Reports

(iii) Current inspection of existing stormwater management structures with deficiencies noted

(iv) BMP Landscaping Plans

Sec. 6-317. - Application Fee.

The fee for review of any land development application shall be based on the fee structure established by the City of Hinesville Mayor and City Council, and payment shall be made before the issuance of any land disturbance permit or building permit for the development.

Sec. 6-318. - Application Procedures.

Land development applications are handled as part of the process to obtain the land disturbance permit pursuant to Appendix B – Subdivisions, Article XI – Application of Regulations. Section 11.6 or building permit, as applicable. Before any person begins development on a site, the owner of the site shall first obtain approval in accordance with the following procedure:

(a) File a land development application with Liberty Consolidated Planning Commission including the following supporting materials:

(i) the stormwater management plan prepared in accordance with Section 6-316(d),

(ii) a certification that the development will be constructed in accordance with the stormwater management plan once approved,

(iii) an acknowledgement that applicant has reviewed the Liberty Consolidated Planning Commission form of inspection and maintenance agreement and that applicant agrees to sign and record such inspection and maintenance agreement before the final inspection.

(b) The administrator or his representative shall inform the applicant whether the application and supporting materials are approved or disapproved.

(c) If the application or supporting materials are disapproved, the administrator shall notify the applicant of such fact in writing. The applicant may then revise any item not meeting the requirements hereof and resubmit the same for the administrator to again consider and either approve or disapprove.

(d) If the application and supporting materials are approved, Liberty Consolidated Planning Commission may issue the associated land disturbance permit and the City may issue the building permit, provided all other legal requirements for the issuance of such permits have been met. The stormwater management plan included in such applications becomes the approved stormwater management plan.

Sec. 6-319.- Compliance with the Approved Stormwater Management Plan.

All development shall be:

(a) consistent with the approved stormwater management plan and all applicable land disturbance and building permits, and

(b) conducted only within the area specified in the approved stormwater management plan.

No changes may be made to an approved stormwater management plan without review and advanced written approval by the administrator or his representative.

Sec. 6-320. - Inspections to Ensure Plan Compliance During Construction.

Periodic inspections of the stormwater management system during construction shall be conducted by the staff of the Liberty Consolidated Planning Commission or conducted and certified by a professional engineer who has been approved by the City of Hinesville. Inspections shall use the approved stormwater management plan for establishing compliance. All inspections shall be documented with written reports that contain the following information:

(a) The date and location of the inspection;

(b) Whether the stormwater management system is in compliance with the approved stormwater management plan;

(c) Variations from the approved stormwater management plan; and

(d) Any other variations or violations of the conditions of the approved stormwater management plan.

Sec. 6-321. - Final Inspection; As-Built Drawings; Delivery of Inspection and Maintenance Agreement.

Upon completion of the development, the applicant is responsible for:

(a) Certifying that the stormwater management system is functioning properly and was constructed in conformance with the approved stormwater management plan and associated hydrologic analysis,

(b) Submitting record drawings showing the final design specifications for all components of the stormwater management system as certified by a professional engineer,

(c) Certifying that the landscaping is established and installed in conformance with the BMP landscaping plan, and

(d) Delivering to Liberty Consolidated Planning Commission a signed inspection and maintenance agreement that has been recorded by the owner in the property record for all parcel(s) that make up the site.

The required certification under part (a) shall include a certification of volume, or other performance test applicable to the type of stormwater management system component, to ensure each component is functioning as designed and built according to the design specifications in the approved stormwater management plan. This certification and the required performance tests shall be performed by a qualified person and submitted to Liberty Consolidated Planning Commission with the request for a final inspection. Liberty Consolidated planning Commission shall perform a final inspection with applicant to confirm applicant has fulfilled these responsibilities.

Sec. 6-322.-Violations and Enforcement.

Any violation of the approved stormwater management plan during construction, failure to submit as-built drawings, failure to submit a final BMP landscaping plan, or failure of the final inspection shall constitute and be addressed as violations of, or failures to comply with, the underlying land disturbance permit pursuant to or the underlying building permit. To address a violation of this Article, the City of Hinesville or its representative shall have all the powers and remedies that are available to it for other violations of building and land disturbance permit including without limitation the right to issue notices and orders to ensure compliance, stop work orders, and penalties as set forth in the applicable ordinances for such permits.

Sec. 6-323. - Maintenance by Owner of Stormwater Management Systems Predating Current CSS.

For any stormwater management systems approved and built based on requirements predating the current CSS and that is not otherwise subject to an inspection and maintenance agreement, such stormwater management systems shall be maintained by the owner so that the stormwater management systems perform as they were originally designed.

Not used – similar provision in current ordinance

Sec. 6-324. - Inspection and Maintenance Agreement

(a) The owner shall execute an inspection and maintenance agreement with Liberty Consolidated Planning Commission obligating the owner to inspect, clean, maintain, and repair the stormwater management system; including vegetation in the final BMP landscaping plan. The form of the inspection and maintenance agreement shall be the form provided Liberty Consolidated Planning Commission. After the inspection and maintenance agreement has been signed by the owner and Liberty Consolidated Planning Commission, the owner shall promptly record such agreement at the owner's cost in the property record for all parcel(s) that make up the site.

(b) The inspection and maintenance agreement shall identify by name or official title the person(s) serving as the point of contact for carrying out the owner's obligations under the inspection and maintenance agreement. The owner shall update the point of contact from time to time as needed and upon request by Liberty Consolidated Planning Commission. Upon any sale or transfer of the site, the new owner shall notify Liberty Consolidated Planning Commission in writing within 30 days of the name or official title of new person(s) serving as the point of contact for the new owner. Any failure of an owner to keep the point of contact up to date shall, following

30 days' notice, constitute a failure to maintain the stormwater management system.

(c) The inspection and maintenance agreement shall run with the land and bind all future successors-in-title of the site. If there is a future sale or transfer of only a portion of the site, then:

(i) The parties to such sale or transfer may enter into and record an assignment agreement designating the owner responsible for each portion of the site and associated obligations under the inspection and maintenance agreement. The parties shall record and provide written notice and a copy of such assignment agreement to LCPC.

(ii) In the absence of a recorded assignment agreement, all owners of the site shall be jointly and severally liable for all obligations under the inspection and maintenance agreement regardless of what portion of the site they own.

Sec 6-325. - Right of Entry for Maintenance Inspections.

The terms of the inspection and maintenance agreement shall provide for LCPC or a representative of the City right of entry for maintenance inspections and other specified purposes. If a site was developed before the requirement to have an inspection and maintenance agreement or an inspection and maintenance agreement was for any reason not entered into, recorded, or has otherwise been invalidated or deemed insufficient, then City shall have the right to enter and make inspections pursuant to City's general provisions for property maintenance inspections.

Sec. 6.326. - Owner's Failure to Maintain the Stormwater Management System.

The terms of the inspection and maintenance agreement shall provide for what constitutes a failure to maintain a stormwater management system and the enforcement options available to City. If a site was developed before the requirement to have an inspection and maintenance agreement or an inspection and maintenance agreement was for any reason not entered into, recorded, or has otherwise been invalidated or deemed insufficient, then:

(a) An owner's failure to maintain the stormwater management system so that it performs as it was originally designed shall constitute and be addressed as a violation of, or failure to comply with, owner's property maintenance obligations.

(b) To address such a failure to maintain the stormwater management system, the City of Hinesville or its representative shall have all the powers and remedies that are available to it for other violations of an owner's property maintenance obligations, including without limitation prosecution, penalties, abatement, and emergency measures.

Certified By

Allen Brown, Mayor

Attest:

-

Kenneth Howard, City Manager Date

4.1.

City of Hinesville, Georgia, Council Meeting

Date:	August 3, 2023
Agenda Item:	Monthly City Construction Projects Update
Prepared by:	Christy Deloach
Presented by:	Ryan Arnold

PURPOSE: Update of City Construction Projects.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:
1. Construction Updates 8.03.23

PREVIOUS COUNCIL DISCUSSION:

Construction Project Updates

Ryan Arnold, Assistant City Manager

08.03.23

HFD ADMINISTRATION

Current Status:

Permitting

Two weeks look ahead:

Demolition

Delays with project:

Anticipated completion date:

Winter 2024


Walking Trail
Exercise Station (typ.)
Walking Trail
Batting Cage
Play Ground
Play Ground
Multi-Use Field
Pavilion
Multi-Use Field
Dog Park
Tennis Courts
Basketball Courts
Rest Rooms
Skate Park
Walking Trail
Walking Trail
AIRPORT ROAD


This Project Paid For By
SPLOST
Your 1% Sales Tax at Work
LIBERTY COUNTY BOARD OF COMMISSIONERS

Krebs Park

Current Status:

Site Work/

Plumbing Rough in

Two-Week Look Ahead:

Site Work/ Utilities

Delays with project:

Anticipated completion date:

Spring 2024

Small Business Incubator

HINESVILLE Development Authority

EDA U.S. ECONOMIC DEVELOPMENT ADMINISTRATION

HINESVILLE GEORGIA "Home for a Day or a Lifetime"

Current Status:

- **Delays with project:**

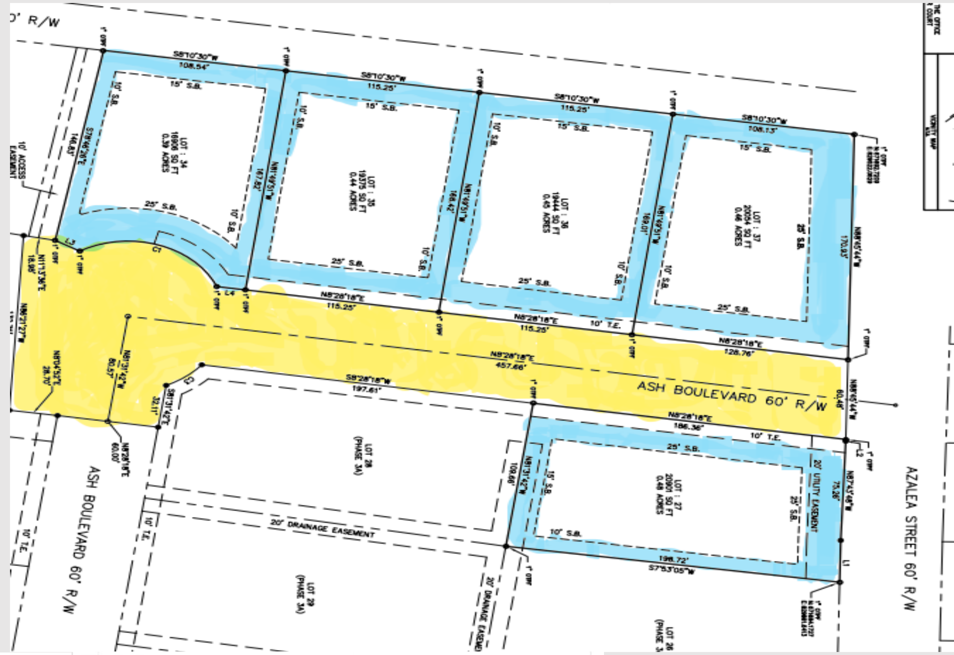
12-month delay in receiving rooftop HVAC units. On April 10, 2023 contractor received notice that the remaining units would not be received until June 6, 2023 due to component shortages and the manufacture retooling production to meet 2023 energy standards.

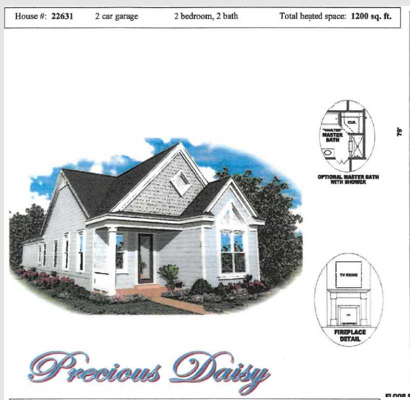
- Building is materially Complete pending punch list items, final inspections, and signage.

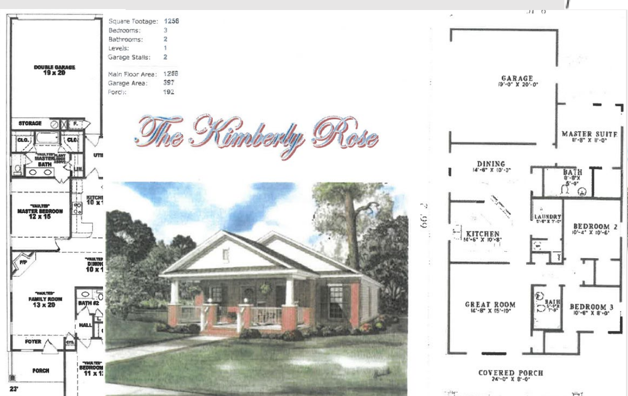
Housing Projects

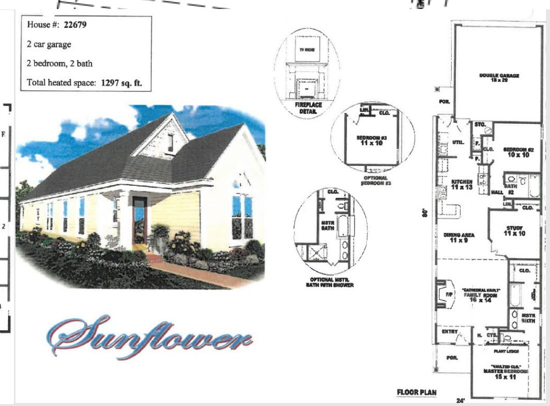
I. Azalea Street Redevelopment Area

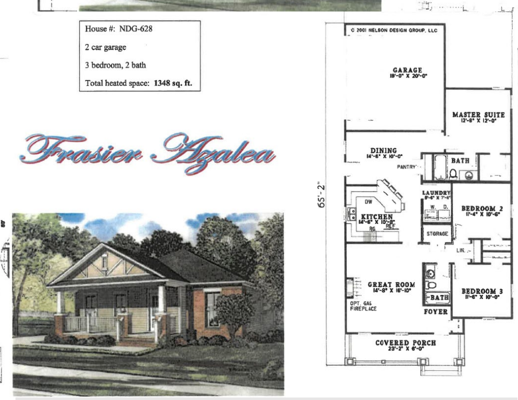
Area

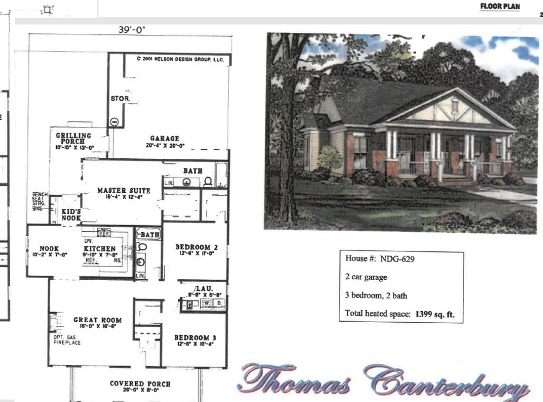












II. Owner-Occupied Rehabilitation

- May 19, 2023: Contractor bids due
  -no bids were received

- July 2023 Project Re-bid
  - 1 bid was received, under evaluation

4.2.

City of Hinesville, Georgia, Council Meeting

Date:	August 3, 2023
Agenda Item:	Lexipol Connect Recognition Program Award
Prepared by:	Wendy Bruce Sochia
Presented by:	Robert Kitchings

PURPOSE: To Present for Mayor and Council Consideration, Bronze Award for Lexipol Connect Recognition Program.

BACKGROUND: The Lexipol Connect program tracks the Hinesville Fire Department's performance on five metrics proven to measure success in training management. We achieved Bronze recognition for consistent and effective online training management, which includes training hours assigned and completions tracked, personnel engagement, and externam training activities logged.

FUNDING: N/A

RECOMMENDATION: N/A

ATTACHMENTS:
1. Lexipol HFD Plaque

PREVIOUS COUNCIL DISCUSSION: N/A


LEXIPOL
CONNECT
2022
BRONZE
PRESENTED TO
HINESVILLE
FIRE DEPARTMENT
FOR EXCELLENCE IN
ONLINE TRAINING
MANAGEMENT

City of Hinesville, Georgia, Council Meeting

Date:	August 3, 2023
Agenda Item:	5K Run for the Moe McDuffie Scholarship
Prepared by:	Wendy Bruce Sochia
Presented by:	Robert Kitchings

PURPOSE: To Present for Mayor and Council Consideration, the Winners of the Moe McDuffie Scholarship 5K Run

BACKGROUND: We raised $1900 dollars for the Moe McDuffie Scholarship Fund. Please see attachments.

FUNDING: N/A

RECOMMENDATION: N/A

ATTACHMENTS:
1. Run for Moe McDuffie 5K Winners

PREVIOUS COUNCIL DISCUSSION: N/A

5K Run for the Moe McDuffie Scholarship
Alexandria Ortiz - 3rd Place

5K Run for the Moe McDuffie Scholarship
Matthew Harrell - 3rd Place

5K Run for the Moe McDuffie Scholarship
Lauren Dore - 2nd Place

5K Run for the Moe McDuffie Scholarship
Timothy Britt - 2nd Place

5K Run for the Moe McDuffie Scholarship
Jessica Rafetto - 1st Place

5K Run for the Moe McDuffie Scholarship
Bryan Kenner - 1st Place

4.4.

City of Hinesville, Georgia, Council Meeting

Date: August 3, 2023

Agenda Item: House Bill 128 - Minority, Women, and Veteran Owned Small Business

Prepared by: Christy Deloach

Presented by: DeLisa Clift

PURPOSE: To Present for Mayor and Council Consideration, House Bill 128 that includes MBE, WBE, and Veteran Owned Small Business (VOSB) and Service Disabled Veteran Owned Small Business (SDVOSB).

BACKGROUND:
What changes the landscape of the DBE, MBE, and WBE program within state government is that in the past,
(1) veteran owned businesses were not recognized by the state,
(2). Georgia Department of Administrative Services (GDOAS) did not require submitting tax returns or any other certifying documents to be recognized as a MBE or WBE within the procurement of goods and services within (GDOAS) if the company was certified through GDOT.
In the past GDOT would share the certified firm's information with (GDOAS), and (GDOAS) would publish the certified firm's information in its directory of certified MBE and WBE firms.

House Bill 128 now requires that any firm that is recognized as a MBE, WBE, VOSB, or SDVOSB to submit tax returns to (GDOAS). And all certified firms are now considered to be recognized as "Classified Sub-contractors", all being grouped into one category.

FUNDING: N/A

RECOMMENDATION:

ATTACHMENTS:
1. House Bill 128 - LC 36 5387-ECAP

PREVIOUS COUNCIL DISCUSSION:

House Bill 128 (AS PASSED HOUSE AND SENATE)

By: Representatives Hong of the 103rd, Sainz of the 180th, Bonner of the 73rd, Martinez of the 111th, Williams of the 168th, and others

A BILL TO BE ENTITLED

AN ACT

To amend Titles 48 and 50 of the Official Code of Georgia Annotated, relating to revenue and taxation and state government, respectively, so as to provide for representation of minority business enterprises, women owned businesses, and veteran owned businesses in the area of procurement of state contracts for construction, services, equipment, and goods; to provide for definitions; to provide tax deductions for payments to certain small business subcontractors that are minority business enterprises, women owned businesses, and veteran owned businesses and meet certain qualifications; to permit disclosure of certain tax returns to the commissioner of administrative services; to provide a list of classified subcontractors to the Department of Administrative Services; to provide for eligibility and procedures for certification as a minority business enterprise, women owned business, or veteran owned business; to change certain provisions relating to fraud in the certification process; to provide for related matters; to provide for an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Title 48 of the Official Code of Georgia Annotated, relating to revenue and taxation, is amended by revising paragraph (11) of subsection (b) of Code Section 48-7-21, relating to taxation of corporations, as follows:

"(11) There shall be subtracted from taxable income a portion of qualified payments to ~~minority~~ classified subcontractors, as provided in Code Section 48-7-38."

SECTION 2.

Said title is further amended by revising paragraph (6) of subsection (a) of Code Section 48-7-27, relating to computation of taxable net income, as follows:

"(6) A portion of the qualified payments to ~~minority~~ classified subcontractors, as provided in Code Section 48-7-38;"

SECTION 3.

Said title is further amended by revising Code Section 48-7-38, relating to deduction for payments to minority subcontractors and certification as minority contractor, as follows:

"48-7-38.

(a) As used in this Code section, the term:

~~(1) 'Member of a minority' means an individual who is:~~

~~(A) Black;~~

~~(B) Hispanic;~~

~~(C) Asian-Pacific American;~~

~~(D) Native American; or~~

~~(E) Asian-Indian American.~~

~~(2) 'Minority subcontractor' means any business which is owned by:~~

~~(A) An individual who is a member of a minority who reports as his or her personal income for Georgia income tax purposes the income of such business;~~

~~(B) A partnership in which a majority of the ownership interest is owned by one or more members of a minority who report as their personal income for Georgia income tax purposes more than 50 percent of the income of the partnership; or~~

~~(C) A corporation organized under the laws of this state in which a majority of the common stock is owned by one or more members of a minority who report as their personal income for Georgia income tax purposes more than 50 percent of the distributed earnings of the corporation.~~

(1) 'Classified subcontractor' means a small business certified as a minority business enterprise, women owned business, or veteran owned business under Code Section 50-5-132.

(2) 'Small business' shall have the same meaning as provided in Code Section 50-5-121.

(3) 'State contract' means a contract for the purchase by the state of goods, property, or services or for the construction of any building or structure for the state, which contract is executed by any department, board, bureau, commission, or agency of state government, by any state authority, or by any officer, official, employee, or agent of any of the foregoing.

(b) In computing Georgia taxable net income of a corporation, partnership, or individual, there shall be subtracted from federal taxable income or federal adjusted gross income 10 percent of the amount of qualified payments to ~~minority~~ classified subcontractors. A payment to a ~~minority~~ classified subcontractor shall be a qualified payment if:

(1) The payment is for goods, personal property, or services furnished by the ~~minority~~ classified subcontractor to the taxpayer and delivered by the taxpayer to the state in furtherance of a state contract to which the taxpayer is a party; and the payment does not exceed the value of the goods, property, or services to the taxpayer;

(2) The payment is made during the taxable year for which the subtraction from federal taxable income or federal adjusted gross income is claimed; and

(3) The payment is made to a ~~subcontractor who~~ small business which, at the time of the payment, is certified as a minority ~~subcontractor pursuant to subsection (d) of this Code section~~ business enterprise, women owned business, or veteran owned business under Code Section 50-5-132.

(c) The total amount which may be subtracted under this Code section from federal taxable income or federal adjusted gross income of any taxpayer shall be limited to $100,000.00 per taxable year.

(d) ~~The commissioner of administrative services shall certify individuals, partnerships, and corporations which are within the definition of the term 'minority subcontractor' specified in subsection (a) of this Code section.~~ The department may disclose to the commissioner of administrative services the income tax returns of taxpayers applying for certification as minority ~~subcontractors~~ business enterprises, women owned businesses, and veteran owned businesses under Code Section 50-5-132. The commissioner of administrative services shall maintain and periodically revise a list of ~~certified minority~~ classified subcontractors and shall make such list available to the department no later than December 31 of each year and to the general public.

~~(e) Any individual, partnership, or corporation certified pursuant to subsection (d) of this Code section and any small business concern which is at least 51 percent owned by one or more minorities, or, in the case of a publicly owned business, at least 51 percent of all classes or types of the stock of which is owned by one or more minorities, whose management and daily business operations are controlled by one or more minorities, and which is authorized to do and is doing business under the laws of this state paying all taxes duly assessed and domiciled within this state shall be eligible for certification as a minority business enterprise under Code Section 50-5-132; and, for purposes of such certification pursuant to this subsection, 'minority' shall be defined as a member of a minority. Such certification shall be subject to the provisions of Code Section 50-5-133.~~"

SECTION 4.

Title 50 of the Official Code of Georgia Annotated, relating to state government, is amended by revising Part 4 of Article 3 of Chapter 5, relating to minority business enterprise development, as follows:

″Part 4

50-5-130.

The General Assembly recognizes that the preservation and expansion of the American economic system of private enterprise is through free competition, but it also recognizes that the security and well-being brought about by such competition cannot be realized unless the actual and potential capacity of minority business enterprises, women owned businesses, and veteran owned businesses is encouraged and developed. Therefore, it is the intent of the General Assembly that the state define a 'minority business enterprise,' 'women owned business,' and 'veteran owned business' for purposes of representation in the area of procurement of state contracts for construction, services, equipment, and goods.

50-5-131.

As used in this part, the term:

(1) 'Minority' means an individual who is a member of a race which comprises less than 50 percent of the total population of the state and is:

(A) Black;

(B) Hispanic;

(C) Asian-Pacific American;

(D) Native American; or

(E) Asian-Indian American.

(2) 'Minority business enterprise' means a ~~small~~ business ~~concern~~ which is owned and controlled by one or more minorities; ~~and~~ authorized to do and is doing business under the laws of this state~~,~~; paying all taxes duly assessed~~,~~; and domiciled within this state.

(3) 'Owned and controlled' means a business:

(A) Which is at least 51 percent owned by one or more minorities, women, or veterans or, in the case of a publicly owned business, at least 51 percent of all classes or types of the stock is owned by one or more minorities, women, or veterans; and

(B) Whose management and daily business operations are controlled by one or more minorities, women, or veterans.

(4) 'Veteran' means an individual who:

(A) Served on active duty with the Army, Air Force, Navy, Marine Corps, Space Force, or Coast Guard for any length of time and did not receive a dishonorable discharge; or

(B) Was a reservist or member of the National Guard who was called to federal active duty.

(5) 'Veteran owned business' means a business which is owned and controlled by one or more veterans; authorized to do and is doing business under the laws of this state; paying all taxes duly assessed; and domiciled within this state.

(6) 'Women owned business' means a business which is owned and controlled by one or more women; authorized to do and is doing business under the laws of this state; paying all taxes duly assessed; and domiciled within this state.

50-5-132.

(a) Any minority business enterprise, women owned business, or veteran owned business that desires to claim such status under any law of this state or any regulation promulgated pursuant thereto shall first apply for certification~~, in addition to any other certification required by the provisions of 49 C.F.R. 23,~~ to the Department of Administrative Services.

(b) The Department of Administrative Services shall certify a business which meets the eligibility requirement of this part and any other such eligibility requirements as determined by the Department of Administrative Services to qualify as a minority business enterprise, women owned business, or veteran owned business. To qualify as a minority business enterprise, women owned business, or veteran owned business, the business shall:

(1) Be a minority business enterprise, women owned business, or veteran owned business;

(2) Submit any documentary evidence to support its status as a minority business enterprise, women owned business, or veteran owned business; and

~~(3) Sign an affidavit stating that it is a minority business enterprise;~~

~~(4)~~(3) Be qualified to bid pursuant to the provisions of the Department of Administrative Services and other state agencies.~~; and~~

~~(5) Present:~~

~~(A) An application, including the entire business history of the operation;~~

~~(B) Birth certificates for all minority principals;~~

~~(C) If Native American, a tribal registration card or certificate;~~

~~(D) Current resumes on all principals, key managers, and other key personnel;~~

~~(E) A current financial statement;~~

~~(F) Proof of investment by principals;~~

~~(G) Loan agreements;~~

~~(H) Lease or rental agreement for space and equipment;~~

~~(I) Evidence of latest bond;~~

~~(J) If the applicant is a sole proprietor, a copy of a blank signature card;~~

~~(K) If the applicant is a partnership, a copy of the partnership agreement; and~~

~~(L) If the applicant is a corporation, articles of organization, corporation bylaws, copies of all stock certificates, minutes of the first corporate organizational meeting, bank~~

~~resolution on all company accounts, and a copy of the latest United States corporate tax return.~~

(c) The Department of Administrative Services shall prepare and maintain a list of certified minority business enterprises, women owned businesses, and veteran owned businesses.

(d) The Department of Administrative Services may deny certification to any minority business enterprise, women owned business, or veteran owned business which does not qualify as such under the provisions of this part. Any person adversely affected by an order of the Department of Administrative Services denying certification as a minority business enterprise, women owned business, or veteran owned business may appeal as provided in the regulations of the Department of Administrative Services.

50-5-133.

(a) It shall be unlawful for a person to:

(1) Knowingly and with intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a minority business enterprise, women owned business, or veteran owned business for the purposes of this part;

(2) Knowingly and willfully make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a state official or employee for the purpose of influencing the certification or denial of any certification of any entity as a minority business enterprise, women owned business, or veteran owned business;

(3) Knowingly and willfully obstruct, impede, or attempt to obstruct or impede any state official or employee who is investigating the qualifications of a business entity which has requested certification as a minority business enterprise, women owned business, or veteran owned business;

(4) Knowingly and willfully with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public moneys to which the person is not entitled under this part; or

(5) Knowingly and willfully assign any contract awarded pursuant to the Department of Administrative Services to any other business enterprise without prior written approval of the Department of Administrative Services.

(b) Any person convicted of violating any provision of this Code section shall be guilty of a felony, punishable by imprisonment for not more than five years or a fine of not more than $10,000.00 or both such imprisonment and fine.

(c) If a contractor, subcontractor, supplier, subsidiary, principal, or affiliate thereof has been found to have violated this Code section and that violation occurred within three years of another violation of this Code section, the Department of Administrative Services shall prohibit that contractor, subcontractor, supplier, subsidiary, or affiliate thereof from entering into a state project or state contract; from further bidding to a state entity; from being a subcontractor to a contractor for a state entity; and from being a supplier to a state entity.″

SECTION 5.

This Act shall become effective on January 1, 2024.

SECTION 6.

All laws and parts of laws in conflict with this Act are repealed.

5.1.

City of Hinesville, Georgia, Council Meeting

Date:	August 3, 2023
Agenda Item:	Surplus Request
Prepared by:	Wendy Bruce Sochia
Presented by:	Robert Kitchings

PURPOSE: To Present for Mayor and Council Consideration, Declare 2012 Copystar Copier Surplus from Fire Department

BACKGROUND: Please see attachment

FUNDING: N/A

RECOMMENDATION: Recommend disposing of 2012 Copystar Copier.

ATTACHMENTS:
1. Surplus Items Form

PREVIOUS COUNCIL DISCUSSION: N/A

ITEM DESCRIPTION	YEAR	DEPARTMENT	Machine Number	REASON FOR SURPLUS
Copystar Copier	2012	Fire	NHL2702136	Does not work and cannot get parts

-

5.2.

City of Hinesville, Georgia, Council Meeting

Date: August 3, 2023

Agenda Item: South Main Street Sewer Repair

Prepared by: Paul Simonton

Presented by: Paul Simonton

PURPOSE: Approval of updated Plan and Budget for sewer repair from Screven Way to Hendry street

BACKGROUND:

- Old Concrete sewer pipe has failed under main Street from Screven Way to Hendry Street.
- Earlier this year a construction repair budget was approved for $200,000.00
- Over the past year we have cleaned and Tved approximately 1100 lf of sewer and paired or replaced about 400 LF of the sewer along that route with pipe and manhole replacement.
- Total construction cost of the completed repairs = $176,097.22
- Investigation has revealed the need to replace an additional 250 LF of sewer and slip line another 500 LF of existing pipe.
- This will either slip line or replace the entire length of sewer between Secreven Way and Hendry Street.
- Additional Cost of repairs is estimated $139,065.70 for a total repair construction budget of $314,162.93.
- This will complete the sewer repair/replacement for the three phases of S. Main Street Ryon Ave Project.

FUNDING: TSPLOST Budget Presented at Workshop has $375,000 Project Budget.

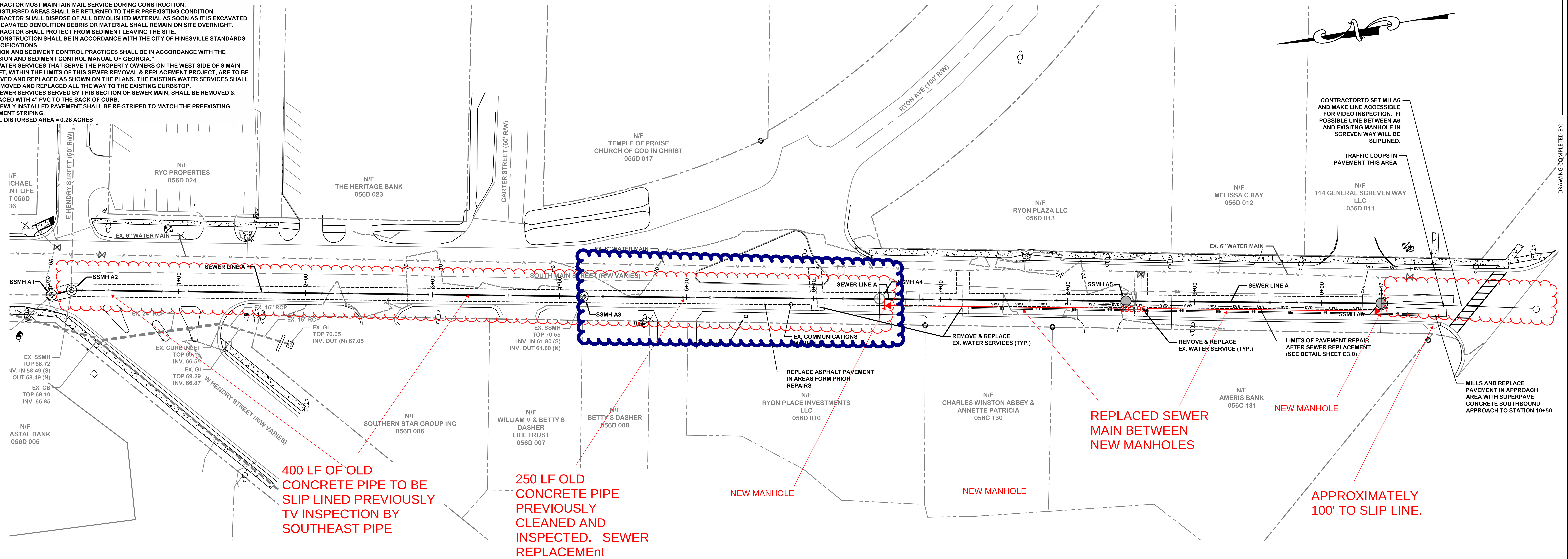
RECOMMENDATION: Approval of budget update to increase the budget from $200,000 to $315,000.00

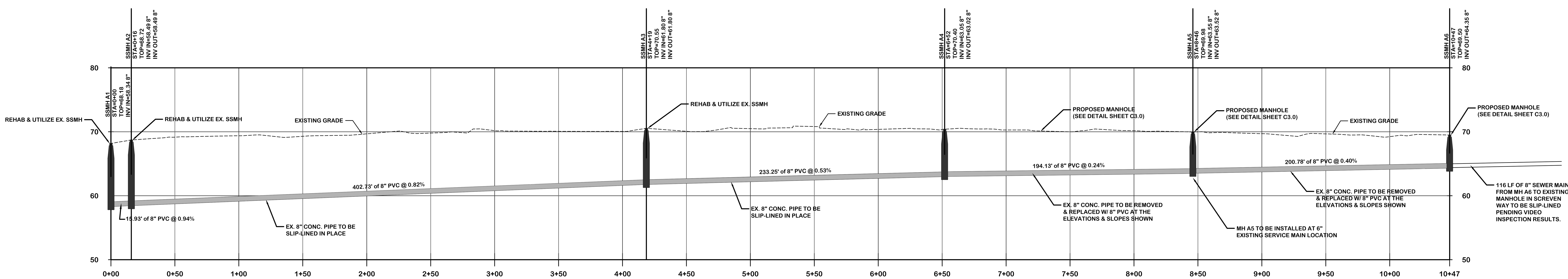
ATTACHMENTS:
1. 2022-147PRJ-PP 2.0.pdf 2-3-23 MARKED UP FOR SE PIPE

PREVIOUS COUNCIL DISCUSSION:

NOTES:

1. CONTRACTOR SHALL NOT CLOSE THE ROADWAY DURING CONSTRUCTION. RESIDENTS MUST HAVE ACCESS AT ALL TIMES TO HOMES AND MAILBOXES.
2. CONTRACTOR MUST MAINTAIN MAIL SERVICE DURING CONSTRUCTION.
3. ALL DISTURBED AREAS SHALL BE RETURNED TO THEIR PREEXISTING CONDITION.
4. CONTRACTOR SHALL DISPOSE OF ALL DEMOLISHED MATERIAL AS SOON AS IT IS EXCAVATED. NO EXCAVATED DEMOLITION DEBRIS OR MATERIAL SHALL REMAIN ON SITE OVERNIGHT.
5. CONTRACTOR SHALL PROTECT FROM SEDIMENT LEAVING THE SITE.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF HINESVILLE STANDARDS & SPECIFICATIONS.
7. EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN ACCORDANCE WITH THE "EROSION AND SEDIMENT CONTROL MANUAL OF GEORGIA."
8. ALL WATER SERVICES THAT SERVE THE PROPERTY OWNERS ON THE WEST SIDE OF S MAIN STREET, WITHIN THE LIMITS OF THIS SEWER REMOVAL & REPLACEMENT PROJECT, ARE TO BE REMOVED AND REPLACED AS SHOWN ON THE PLANS. THE EXISTING WATER SERVICES SHALL BE REMOVED AND REPLACED ALL THE WAY TO THE EXISTING CURBSTOP.
9. ALL SEWER SERVICES SERVED BY THIS SECTION OF SEWER MAIN, SHALL BE REMOVED & REPLACED WITH 4" PVC TO THE BACK OF CURB.
10. ALL NEWLY INSTALLED PAVEMENT SHALL BE RE-STRIPED TO MATCH THE PREEXISTING PAVEMENT STRIPING.
11. TOTAL DISTURBED AREA = 0.26 ACRES





Sewer Line A Profile
V. Scale: 1"=8'
H. Scale: 1"=40'

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

DRAWING COMPLETED BY:

REVISED:

GEORGIA REGISTERED No. 11009 PROFESSIONAL ENGINEER PAUL C. SIMONTON

Level II Certification No. 935
Expiration Date: 10-01-23

SIMONTON ENGINEERING
1050 PARKSIDE COMMONS
SUITE 101
GREENSBORO, GA 30642
TEL: (706) 454-0870
www.simontonengineering.com

South Main Street
Sewer Removal & Replacement
for
City of Hinesville
Liberty County, Georgia

Sewer
Plan & Profile

DATE: August 1, 2022
FILE NO: 2022-147PRJ
SHEET: C 2.0

5.3.

City of Hinesville, Georgia, Council Meeting

Date: August 3, 2023

Agenda Item: 2023 GMA Safety and Liability Grant Application Resolution #2023-12

Prepared by: Kendra Ivy

Presented by: Temperance West

PURPOSE: Request authorization to submit a grant application to the Georgia Municipal Association (GMA), on behalf of the Hinesville Police and Fire Departments, under their Safety and Liability Management Grant Program, for funding consideration of equipment that will further safety within the respective Departments.

BACKGROUND: The GMA's Risk Management Program provides financial incentives to assist members within their Property & Liability Fund and their Workers Compensation Fund in improving employee safety and general public liability loss-control efforts through the purchase of training, equipment, or services.

Hinesville Police Department is requesting $10,000 to purchase Guardian Light Blue/Blue Wearable Safety Light. The provided visual conspicuity will reduce police officers' risk of fatality or injury from road traffic accidents and will result in fewer insurance claims.

Hinesville Fire Department is requesting $9,977 to apply the funds of the GMA grant to the purchase of (1) Circul-Air CACSM-30 bunker gear washer/extractor and (10) pails of CitroSqueeze Gear Cleaner. This machine and cleaner will be used to decontaminate our personal protective gear from the byproducts of smoke and harmful gases that our personnel encounter during the completion of their jobs. Firefighters are exposed to an ever expanding list of toxins and carcinogens as a regular part of their job. Making regular washing and decontamination of their gear & tools more important than ever.

FUNDING: $19,977

RECOMMENDATION: Approve Resolution #2023-12

ATTACHMENTS:
1. 2023 Safety Liability Grant Budget trw
2. 2023 Safety Liability Resolution trw

PREVIOUS COUNCIL DISCUSSION: N/A

HINESVILLE
GEORGIA

Georgia Municipal Association

Safety and Liability Management Grant Program 2023

BUDGET

Fire Department Items	Qty.	Cost (each)	Subtotal
Circul-Air CACSM-30 Extractor 30	1	$8147.00	$8147.00
Citro Squeeze 5 gallon bucket gear wash	10	$163.00	$1630.00
		Total Cost	**$9,777.00**
		Grant Funds	**$9,777.00**

Police Department Items	Qty.	Cost (each)	Subtotal
Guardian Lights Blue/Blue Wearable Safety Light	100	$100.00	$10,000.00
		Total Cost	**$10,000.00**
		Grant Funds	**$10,000.00**

Resolution #2023-12

CITY OF HINESVILLE

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HINESVILLE, GEORGIA DECLARING THE GEORGIA MUNICIPAL ASSOCIATION SAFETY AND LIABILITY MANAGEMENT GRANT PROGRAM APPLICATION

WHEREAS, the Georgia Municipal Association administers the Safety and Liability Management Grant Program and;

WHEREAS, the Mayor and City Council authorizes the Community Development Department, on behalf of the Hinesville Police Department and the Hinesville Fire Department, to submit a grant application to the Georgia Municipal Association requesting funds in the amount of $19,977.00 from their Safety and Liability Management Grant Program;

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the City of Hinesville Community Development Department on behalf of the Hinesville Police Department seeks funding in the amount of $10,000.00 to purchase (100) Guardian Lights Blue/Blue Wearable Safety Light.
2. The Community Development Department on behalf of the Hinesville Fire Department also seeks funding in the amount of $9,777.00 for the purchase of (1) Circul-Air CACSM-30 Extractor 30 and (10) Citro Squeeze 5 gallon bucket gear wash.
3. That the City of Hinesville hereby approves this Resolution.

APPROVED this _______ day of August 2023.

______________________________	______________________________
Allen Brown, Mayor	Karl A. Riles, Councilmember
______________________________	______________________________
Diana F. Reid, Councilmember	Keith Jenkins, Mayor Pro Tem
______________________________	______________________________
Jason Floyd Councilmember	Vicky Nelson, Councilmember

ATTEST:

____
Lia Jones, City Clerk

5.4.

City of Hinesville, Georgia, Council Meeting

Date: August 3, 2023

Agenda Item: GMEBS-R; City of Hinesville - Defined Benefit Retirement Plan Amendment

Prepared by: Shamika Wilson

Presented by: Holly Fields

PURPOSE: To amend the City of Hinesville's Georgia Municipal Employees Benefit System to increase the elected officials retirement benefit for elected officials in office on or after August 18, 2023, from $80.00 a month per year of service as an elected official to $100.00 a month per year of service as an elected official.

BACKGROUND: This change will be an Ordinance to amend and restate the Retirement Plan for the Employees of the City of Hinesville, 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. The effective date of the ordinance shall be August 18, 2023.

FUNDING: Inclusion of the proposed benefit improvement would increase by an estimated $14,764.

RECOMMENDATION: Approval

ATTACHMENTS:
1. Hinesville CL 7 25 2023
2. Hinesville AA 7 25 23
3. Hinesville Gen Addendum 7 25 23

PREVIOUS COUNCIL DISCUSSION:

July 25, 2023

TRANSMITTED VIA E-MAIL
(hfields@cityofhinesville.org)

Ms. Holly Fields
Human Resources Director
City of Hinesville
115 E. MLK Jr. Drive
Hinesville, Georgia 31313

RE: City of Hinesville GMEBS Defined Benefit Retirement Plan; Amendment to Increase Elected Official Benefit

Dear Ms. Fields:

Per the city's request, enclosed please find a draft Adoption Agreement and General Addendum for the city of Hinesville's Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"). The amendment to the Plan increases the benefit formula for elected officials in office on or after August 18, 2023, from $80.00 a month per year of service as an elected official to $100.00 a month per year of service as an elected official (see Adoption Agreement, p. 23). Note that we also revised Section 15(C) of the Adoption Agreement (see Adoption Agreement, p. 25), relating to early retirement reduction factors. Since the standard early retirement reduction table in the Master Plan was amended in 2022 to include the same factors for years 11-15 that the city's current Adoption Agreement uses, the standard early retirement reduction table can be used for all participants taking early retirement.

The Adoption Agreement provides that the amended Plan documents will become effective August 18, 2023. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.** Both the Adoption Agreement and General Addendum must be adopted for the amendment to be effective.

If the draft documents are acceptable as drafted, please have the designated representatives sign and date each document where indicated (Adoption Agreement p. 37 and General Addendum p. 3). Next, please scan and email both documents to Gina Gresham at rgresham@gacities.com. We will then countersign the documents and return electronic copies to you. Please note, GMEBS will not execute documents that have been edited by the city. If the documents require revisions, please let us know before adopting them.

If you have any questions about the information provided in this letter or require further information, please feel free to contact me at (678) 686-6236 or kjeselnik@gacities.com.

Sincerely,

Kevin Jeselnik

Kevin H. Jeselnik
Assistant General Counsel

Encl.

C: Mr. Linnie L. Darden, III, City Attorney, City of Hinesville (w/ encl.)
Ms. Marinetty Bienvenu, Director, Employee Benefit Services (w/o encl.)
Ms. Michelle Warner, Director, Retirement Field Services and DC Program (w/o encl.)
Ms. Gwin Hall, Senior Associate General Counsel (w/o encl.)

GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Hinesville

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

PAGE

I. AN ORDINANCE

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Hinesville, 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 Hinesville, Georgia, and it is hereby ordained by the authority thereof:

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

3. GOVERNING AUTHORITY

Name: **Mayor and Commissioners**
Address: **115 E. MLK Jr. Drive, Hinesville, GA 31313-3633**
Phone: **(912) 876-3564**
Facsimile: **(912) 369-2658**

4. PLAN REPRESENTATIVE

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

Name: **City Manager**
Address: **115 E. MLK Jr. Drive, Hinesville, GA 31313-3633**
Phone: **(912) 876-3564**
Facsimile: **(912) 369-2658**

5. PENSION COMMITTEE

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

Position:
Position:
Position:
Position:
Position:

Pension Committee Secretary: **Human Resources Director**
Address: **115 E. MLK Jr. Drive, Hinesville, GA 31313-3633**
Phone: **(912) 876-3564**
Facsimile: **(912) 369-2658**

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))**: **<u>This is an amendment to increase the benefit formula for elected or appointed members of the Governing Authority in such office on or after August 18, 2023, from $80.00 a month per year of Service as an elected or appointed member of the Governing Authority to $100.00 a month per year of Service as an elected or appointed member of the Governing Authority (see Adoption Agreement, p. 23)</u>.**

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 **August 18, 2023** **(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 **February 18, 2021** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **August 1, 2003** **(insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective **November 1, 1970** **(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)**: **November 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): **Each elected or appointed member of the Governing Authority who holds an office of the Employer on April 1, 1986 shall be qualified to participate in the Plan on such date. Each elected or appointed member of the Governing**

<u>Authority who holds such office after April 1, 1986 shall be qualified to participate on the first day of the month immediately following or coinciding with the date he or she occupies such office. (Participation became mandatory effective August 1, 2003. See Section 12 of this Adoption Agreement concerning mandatory participation in the Plan). In accordance with Section 4.03(b) of the Master Plan, an elected or appointed member of the Governing Authority who initially takes office or returns to office on or after January 1, 2015, shall be qualified to participate in the Plan on the date he or she initially takes such office or returns to office.</u>

(2) **<u>Municipal Legal Officers (check one)</u>**:

☒ **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. <u>Hours Per Week (Regular Employees)</u>

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

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

<u>Exceptions</u>: 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. <u>Credited Past Service with Adopting Employer</u>

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

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

☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____________________________ **(insert date)**.

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

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

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

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.

☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after his return to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.

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

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **Elected or appointed members of the Governing Authority who were, on April 1, 1986 or January 1, 1992, serving as a member of the Governing Authority may receive credit for Service as an elected or appointed member of the Governing Authority prior to their Enrollment Date. Otherwise Credited Past Service shall not include any tenure of office as an elected or appointed member of the Governing Authority.**

(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.

<u>Important Note</u>: 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)**: **Participants who meet the alternative Early Retirement qualifications specified below (50&25).**

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

☒ Attainment of age **50** **(insert number)**

☒ Completion of **25** years **(insert number)** of Total Credited Service

B. Normal Retirement Qualifications

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

(1) Regular Employees

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

☒ Attainment of age **65** **(insert number)**

☒ Completion of **5** years **(insert number)** of Total Credited Service

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

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

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

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

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

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

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

(2) Elected or Appointed Members of Governing Authority

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

☒ Attainment of age **65** **(insert number)**

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

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

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

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

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

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

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

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

C. Alternative Normal Retirement Qualifications

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

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

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

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

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

☒ Completion of **25** years **(insert number)** of Total Credited Service

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

specify - specific positions are permissible; specific individuals may not be named):________________________________.

This alternative normal retirement benefit is available to:

☒ All Participants who qualify.

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

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

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

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

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

☐ Must have attained at least age ______ **(insert number)**

☐ Must not satisfy any minimum age requirement

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

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

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

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

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

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

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

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

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

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

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

(6) ☐ **Other Alternative Normal Retirement Benefit <u>for Public Safety Employees Only</u>**.

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 who are Public Safety Employees permitted (<u>i.e.</u>, 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)**: ____.

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

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

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

D. <u>Disability Benefit Qualifications</u>

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. <u>Maximum Total Credited Service</u>

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

☒ not limited.

☐ limited to _________ years for all Participants.

☐ limited to ________ years for the following classes of Eligible Regular Employees:

☐ All Eligible Regular Employees.

☐ Only the following Eligible Regular Employees: ____________________.

☐ limited to _______ years as an elected or appointed member of the Governing Authority.

☐ limited to _______ years as a Municipal Legal Officer.

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

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

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

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

This formula applies to:

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

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

☒ (c) **Split Final Average Earnings Formula**. 1.5% **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus 2.25% **(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)**: **1)**

<u>Eligible Regular Employees employed on or after April 1, 1986; and 2) Eligible Regular Employees employed before such date, when application of the formula in this Section 15(B)(1)(c) would result in a higher benefit than the benefit as determined under Section 15(B)(1)(d) below.</u>

☒ (d) **Alternative Split Final Average Earnings Formula**. **<u>1.0</u>**% **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus **<u>1.75</u>**% **(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)**: **<u>Eligible Regular Employees employed prior to April 1, 1986, when application of the formula in this Section 15(B)(1)(d) would result in a higher benefit than the benefit as determined under Section 15(B)(1)(c) above.</u>**

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

(2) <u>Covered Compensation (complete only if Split Formula(s) is checked above):</u>

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)**: **<u>Participants to whom the benefit formula under Section 15(B)(1)(c) applies.</u>**

☒ (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)**: **Participants to whom the benefit formula under Section 15(B)(1)(d) applies.**

☐ (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).

☒ $**100.00** **(insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer or major fraction thereof (6 months and 1 day).

This formula applies to:

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

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

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

C. <u>Monthly Early Retirement Benefit Amount</u>

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

Number of Years Before [Age (Insert Normal Retirement Age)] (check as applicable)	**Percentage of Normal Retirement Benefit*** (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. <u>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)</u>

(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. <u>Cost Of Living Adjustment</u>

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

☒ (1) No cost-of-living adjustment.

☐ (2) Variable Annual cost-of-living adjustment not to exceed ______% **(insert percentage)**.

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

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

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

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

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. <u>Eligible Regular Employees</u>

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 **<u>10</u>** years **(insert number not to exceed 10)** of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.

☐ **Graduated Vesting Schedule**. Benefits shall become vested in accordance with the following schedule **(insert percentages)**:

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

<u>Exceptions</u>: 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. <u>Elected or Appointed Members of the Governing Authority</u>

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. <u>In-Service Death Benefit</u>

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

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

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

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

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

☐ Not to pick up Employee Contributions.

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

☐ Interest shall not be paid.

☐ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

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

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

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

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

21. TERMINATION OF THE ADOPTION AGREEMENT

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

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

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

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

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

(2) The Master Defined Benefit Plan Document and Trust Agreement;

(3) This Ordinance and Adoption Agreement (and any Addendum); and

(4) The rules and regulations of the Board.

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

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

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

> On and after February 17, 2005, the Board delegates to the Practitioner the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.
>
> Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:
>
> - the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2015-36; or
>
> - as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

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

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

AN ORDINANCE (continued from page 1)

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

Section 3. The effective date of this Ordinance shall be August 18, 2023.

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

Approved by the Mayor and Council of the City of Hinesville, Georgia this _______ day of ____________________, 20_____.

Attest: CITY OF HINESVILLE, 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 Hinesville, Georgia as follows (complete one or more sections, as applicable):

***** Item (1) of General Addendum – Not Applicable *****

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

(a) <u>Transfer of Certain Employees to LCPC Plan</u>. Effective January 1, 2009, certain Employees who immediately prior to said date participated under the City of Hinesville Retirement Plan ("this Plan") will participate under a new retirement plan being established for the Liberty Consolidated Planning Commission ("LCPC Plan"), subject to the eligibility requirements and other terms and conditions of the LCPC Plan. Below is a list of these Employees:

Debra Atticall
Curies L. Butler
Sarah (Sally) Dowlen
Nils Gustavson
Gabriele Hartage
Ebrahim Nadji
Donna Shives
Henry E. Timmeran
Brandon Wescott

(b) <u>Treatment of Prior Credited Service</u>. With respect to the Employees described in subsection 2(a) above, and provided the transfer of assets referred to in subsection 2(c) below is completed, Credited Service under the City of Hinesville Retirement Plan prior to January 1, 2009 will be considered Credited Service under the LCPC Plan in determining whether said Employees have satisfied the minimum service requirements for participation and vesting under the LCPC Plan and the minimum service requirements for early or normal retirement under the LCPC Plan. Provided the transfer of assets referred to in subsection 2(c) below is completed, such Credited Service will also be taken into account for purposes of computing the amount of any benefits to which said Employees are entitled under the LCPC Plan.

(c) <u>Transfer of Assets on Behalf of Former Participants in Hinesville Plan</u>. In order to help fund the cost of providing benefits under the LCPC Plan for the Employees described in subsection 2(a) above who participated under the City of Hinesville Retirement Plan prior to January 1, 2009 with respect to service prior to said date, the Georgia Municipal Employees Benefit System (GMEBS) is hereby authorized and directed to transfer from the Trust Fund of the City

of Hinesville Retirement Plan to the newly created Trust Fund for the LCPC Plan a lump sum amount equal to the present value of the Accrued Benefit under this Plan for each of the Employees described in subsection 2(a) above as of January 1, 2009, as determined by the GMEBS actuary. Upon completion of said transfer of assets, said Employees and their heirs and assigns will have no further right, title or interest under this Plan with respect to their service prior to January 1, 2009, and their entitlement to benefits, if any, will be determined in accordance with and subject to the terms of the LCPC Plan.

***** Items (3) through (5) of General Addendum – Not Applicable *****

(6) <u>Modified Definition of Earnings</u>. For purposes of determining any Employee contributions and Final Average Earnings, Earnings as defined in Section 2.26 of the Master Plan shall be modified as follows (check all that apply):

- ☐ **(a) excluding overtime pay.**
- ☐ **(b) excluding bonuses.**
- ☐ **(c) excluding ___________________________ (specify type of excluded earnings).**
- ☐ **(d) including perquisites or allowances for use of a car or house rent.**
- ☒ **(e) including severance payments; provided that the following limitations shall apply (must specify):** **<u>The City of Hinesville shall notify GMEBS in writing of the amounts of any severance payments made to a Participant.</u>**
- ☐ **(f) including ___________________ (specify type of included earnings).**

This definition of Earnings applies to (check one):

- ☐ **All Participants.**
- ☒ **Only the following Participants (must specify): <u>The City Manager in such position on September 7, 2017, (i.e., Mr. Lester L. Edwards) in accordance with the Severance Agreement Release and Covenant Not to Sue ("Agreement") entered into between such City Manager and the City of Hinesville. Pursuant to said Agreement, the City shall make severance payments to said City Manager in two installments. The amount of the initial installment shall be included in said City Manager's Final Average Earnings for the purpose of determining his monthly Retirement benefit and, if applicable, any survivor benefits under the Plan as soon as practicable (as determined by GMEBS) following payment of said installment. Likewise, the amount of the January 2, 2018, installment will be included in said City Manager's Final Average Earnings for the purpose of determining his monthly Retirement benefit and, if applicable, any survivor benefits under the</u>**

Plan as soon as practicable (as determined by GMEBS) following payment of said installment. In each case, said City Manager's monthly Retirement benefit will be recalculated to account for the additional Earnings, retroactive to his effective Retirement date. In the event said City Manager dies after execution of the Agreement but before January 2, 2018, and the balance of his severance payment is paid in accordance with the Agreement, said amounts shall be treated as Earnings under the Plan and included in said City Manager's Final Average Earnings for the purposes of determining said City Manager's monthly Retirement benefits and, if applicable, any survivor benefits under the Retirement Plan.

NOTE: The Employer is responsible for providing any and all documentation to the Administrator relating to payments that are *included* in the definition of Earnings pursuant to this Section, including but not limited to the amount(s) paid and the date of such payment(s).

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

***** Items (7) through (16) of General Addendum – Not Applicable *****

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Mayor and Commissioners of the City of Hinesville, Georgia this ________ day of _____________, 20____.

Attest: **CITY OF HINESVILLE, 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

6.1.

City of Hinesville, Georgia, Council Meeting

Date:	August 3, 2023
Agenda Item:	BL Alcohol Beverage & Food Sales Quarterly Report
Prepared by:	Deridra Weeks
Presented by:	Deridra Weeks

PURPOSE: To Inform Mayor and Council of the status of the Alcohol Beverage and Food Sales Quarterly Report for Class I, II, and IV.

BACKGROUND: All Class I, I, and IV alcohol beverage establishments must complete an alcohol beverage and food sales quarterly report. This report is due on or before the 20th day of the month following the end of each calendar quarter.

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:
1. 2nd Quarterly Report

PREVIOUS COUNCIL DISCUSSION: None

2023 Quarterly Alcohol Food & Sales Report

Organization	Type	Address	Owner	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD %	Date Received
Class 1 - Restaurant with full kitchen no bar (90% food)									
HINESVILLE TACOS LLC **DBA:** FLACOS TACOS 4	B,W	744B E OGLETHORPE HWY	MARILU MICHEL	A - 0.55 % F - 99.45 %	A - 1.25 % F - 98.75 %			A - 0.9 % F - 99.1 %	1st - 04/20/23 2nd - 07/20/2023
SAWADEE THAI CUISINE LLC **DBA:** SAWADEE THAI CUISINE LLC	B,W	351C DEAL ST	VIMOLRAT PROMPALIN	A - 1 % F - 99 %	A - 1 % F - 99 %			A - 1 % F - 99 %	1st - 4/18/23 2nd - 07/19/2023
YELLOW BEE **DBA:** YELLOW BEE	B,W	802 ELMA G MILES PKWY	MYNITTA MCCRAY	A - 8.83 % F - 91.17 %	A - 7.22 % F - 92.78 %			A - 8.07 % F - 91.93 %	1st - 4/18/23 2nd - 07/20/2023
Class 2 - Restaurant with full kitchen and a bar (60% food)									
BRG BEVERAGES LLC **DBA:** CHILIS GRILL AND BAR	B,L,W	623 W OGLETHORPE HWY	GREGORY J CYRIER Ashley Linville - Mgr	A - 12.4 % F - 87.6 %	A - 9.31 % F - 90.69 %			A - 10.86 % F - 89.14 %	1st - 05/01/2023 2nd - 07/20/23
EL CAZADOR MEXICAN RESTAURANT 2 INC **DBA:** EL CAZADOR MEXICAN RESTAURANT 2	B,L,W	809 WILLOWBROOK DR STE 114	BERNARDINO JAMIE LUCIA V LINVILLE - Mgr	A - 13.37 % F - 86.63 %	A - 13.86 % F - 86.14 %			A - 13.62 % F - 86.38 %	1st - 04/20/23 2nd - 07/19/2023
FROZEN PARADISE BAR AND GRILL LLC **DBA:** FROZEN PARADISE BAR AND GRILL LLC	B,L,W	818 ELMA G MILES PKWY	DELROY LESLIE	A - 4.52 % F - 95.48 %	A - 3.99 % F - 96.01 %			A - 4.26 % F - 95.74 %	1st - 4/7/23 2nd - 07/05/2023
GATAS SPORTS BAR & GRILL **DBA:** GATAS SPORTS BAR & GRILL	B,L	811 ELMA G MILES PKWY	FARID GHARACHORLOO Local Manager						
HINZE ENTERPRISES LLC **DBA:** ZUM ROSENHOF GERMAN RESTAURANT	B,L,W	103 B MIDWAY ST	ANKA HINZE	A - 20 % F - 80 %	A - 20 % F - 80 %			A - 20 % F - 80 %	1st - 4/13/23 2nd - 07/13/2023
JJs BAR AND GRILL LP **DBA:** JJs BAR AND GRILL	B,L,W	726 E OGLETHORPE HWY	JOSE ESPADAORITZ	A - 25 % F - 75 %	A - 24 % F - 76 %			A - 25 % F - 75 %	1st - 04/19/2023 2nd - 07/19/23
KYOTO GA INC **DBA:** KYOTO GA INC	B,L,W	213 W OGLETHORPE HWY	WU NI	A - 3 % F - 97 %	A - 3 % F - 97 %			A - 3 % F - 97 %	1st - 4/21/23 2nd - 07/19/2023
LATIN DREAM ENTERPRISES INC **DBA:** LATIN DREAM ENTERPRISES INC	B,L,W	230 W GENERAL SCREVEN WAY STE 100	ANA MOREL						
O.D. CRABHOUSE INC **DBA:** O.D. CRABHOUSE INC	B,L,W	708 E OGLETHORPE HWY	HONG CHEN	A - 4.1 % A - 4.2 % F - 95.8 % F - 95.9 %	A - 4.1 % F - 95.9 %			A - 4.15 % F - 95.85 %	1st - 07/18/2023 1st - 4/19/23 2nd - 07/18/2023

Organization	Type	Address	Owner	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD %	Date Received
RARE HOSPITALITY INTERNATIONAL INC **DBA:** LONGHORN STEAKHOUSE 5564	B,L,W	825 W OGLETHORPE HWY	DANIEL TRACEY	A - 9 % F - 91 %	A - 9 % F - 91 %			A - 9 % F - 91 %	1st - 4/19/23 2nd - 07/19/2023
RODEO MEXICAN RESTAURANT **DBA:** RODEO MEXICAN RESTAURANT	B,L,W	304 W OGLETHORPE HWY	LEONIDES ESCALERA	A - 14.5 % F - 85.5 %	A - 15 % F - 85 %			A - 15 % F - 85 %	1st - 04/18/2023 2nd - 07/18/2023
RUBY TUESDAY OPERATIONS LLC **DBA:** RUBY TUESDAY 3415	B,L,W	543 W OGLETHORPE HWY	MARIA ALFONSO - Local Manager		A - 7 % F - 93 %			A - 9 % F - 91 %	2nd - 07/21/2023
SOUTHERN WINGS **DBA:** WINGSTOP	B	207 W GENERAL SCREVEN WAY	RICHARD CONNOLLY SR Latoya Troutman-Local Mgr	A - .15 % F - 99.85 %	A - .04 % F - 99.96 %			A - .10 % F - 99.90 %	1st - 04/18/23 2nd - 07/12/2023
Class 4 - Bowling Alley, Pool Room (60% food and billards or bowling with a minimum of 15% being food alone)									
BIG C INVESTMENTS INC **DBA:** DOODLES	B,L	105 W GENERAL SCREVEN WAY	CLAYTON T ANDERSON	A - 33.58 % C - 66.42 % F - 46.11 % R - 20.31 %	A - 35.9 % C - 64.10 % F - 44.4 % R - 19.7 %			A - 34.76 % C - 65.24 % F - 45.25 % R - 19.99 %	1st - 04/17/23 2nd - 07/20/2023
FANGS FOOD AND ARCADE LLC **DBA:** FANGS ISLAND	B,L,W	521 B W OGLETHORPE HWY	MING NI	A - 19 % F - 50 % R - 31 %	A - 20 % F - 56 % R - 24 %			A - 19 % F - 53 % R - 28 %	1st - 05/03/2023 2nd - 0720/2023

6.2.

City of Hinesville, Georgia, Council Meeting

Date:	August 3, 2023
Agenda Item:	HPD & HFD Alcohol Beverage & Food Sales Quarterly Report
Prepared by:	Wendy Bruce Sochia, Jean Marie Reynolds
Presented by:	Lloyd Slater

PURPOSE: To Present to Mayor and Council the report of quarterly activity of establishments selling alcohol on premises.

BACKGROUND: Quarterly activity from Fire Department report and Police Department logs.

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:
1. Combined FD PD Alcohol Report Apr-Jun 2023

PREVIOUS COUNCIL DISCUSSION:

Alcoholic Beverage License for Consumption on Premises Renewal: Incident Reporting Form (Fire Department)

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Establishment	Incident	4/1/2023 6/30/2023
American Legion Post 168		
1121 W Oglethorpe Hwy	Medical Assist	1
	Public Service Assistance	
	Assist Police	
	Smoke scare, odor of smoke	
	Vehicle Accident	
	Cancelled en route	
	TOTAL	**1**
Big Apple	Medical Assist	
716 E Oglethorpe Hwy	Vehicle Accident	
	Emergency Medical Call	
	Alarm System Activation, No Fire	
	Cancelled en route	
Chili's	Medical Assist	
623 W Oglethorpe Hwy	Vehicle Accident	
	Emergency Medical Call	
	Alarm System Activation, No Fire	
	No Incident on Arrival	
	Cancelled en route	
	TOTAL	**0**
Doodles	Medical Assist	
103 E General Screven Way	Vehicle Accident	
	Emergency Medical Call	
	No Incident on Arrival	
	Cancelled en route	
	TOTAL	**0**
El Cazador		
809 Willowbrook Plaza	Vehicle Accident	
	Cancelled en route	
	Medical Assist	
	Emergency Medical Call	
	Smoke scare, odor of smoke	
	TOTAL	**0**
Empire Entertainment		
718 E Oglethorpe Hwy	Vehicle Accident	
	Alarm System Activation, No Fire	1
	Cancelled en route	
	Medical Assist	
	Emergency Medical Call	
	Smoke scare, odor of smoke	
	TOTAL	**1**
Fang's Island		
521B W Oglethorpe Hwy	Medical Assist	
	Cooking fire, confined to container	
	Alarm system activation, no fire	
	Cancelled en route	
	Emergency Medical Call	
	TOTAL	**0**

Alcoholic Beverage License for Consumption on Premises Renewal: Incident Reporting Form (Fire Department)
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Flacos Tacos 4		
744B W Oglethorpe Hwy	Medical Assist	
	Cooking fire, confined to container	
	Cancelled en route	
	Vehicle Accident	
	Emergency Medical Call	
	TOTAL	**0**
Frozen Paradise		
818 EG Miles Pkwy	Medical Assist	
	Cooking fire, confined to container	
	Cancelled en route	
	Emergency Medical Call	
	TOTAL	**0**
Gata's	Vehicle accident	
811 EG Miles Parkway	Accident, potential	
	Medical Assist	
	Cancelled en route	
	No incident found on arrival	
	Emergency Medical Call	
	Gasoline/other flammable liquid spill	
	TOTAL	**0**
JJ's Bar and Grill		
726 E Oglethorpe Highway	Alarm system activation, no fire	
	Medical Assist	1
	Gas Leak	
	Chemical Spill or Leak	
	Vehicle Accident with injuries	
	Cooking Fire Contained	
	No incident found on arrival	
	Suicide Attempt	
	Cancelled en route	
	TOTAL	**1**
Kyoto GA Inc		
213 W Oglethorpe Hwy	Vehicle Accident	
	Water or Steam Leak	
	Vehicle Fire	
	Medical Assist	
	TOTAL	**0**
Latin Dream		
230 W General Screven Way	Medical Assist	1
		1
Longhorn Steakhouse		
825 W Oglethorpe Highway	Alarm system activation, no fire	1
	Medical Assist	
	Vehicle Accident with injuries	
	Chemical Spill or Leak	
	Vehicle Accident Hit and Run	
	No incident found on arrival	
	TOTAL	**1**

Alcoholic Beverage License for Consumption on Premises Renewal: Incident Reporting Form (Fire Department)
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Massa African Restaurant		
812 EG Miles Pkwy		
		0
OD Crabhouse		
708 E Oglethorpe Highway	Alarm system activation, no fire	
	Medical Assist	
	Vehicle Accident with injuries	
	No incident found on arrival	
	TOTAL	**0**
Rodeo Mexican Restaurant		
304 W Oglethorpe Highway	Building Fire	
	Gas Leak	
	Power line down	
	Medical Assist	
	Chemical Hazard (no spill)	
	TOTAL	**0**
Ruby Tuesday	Grass Fire	
543 W Oglethorpe Hwy	Medical Assist	
	Arcing, shorted electical equipment	
	Emergency Medical Call	
	Smoke scare, odor of smoke	
	Vehicle Accident	
	TOTAL	**0**
Sawadee Thai Cuisine		
531C Deal Street	Alarm system activation, no fire	
	Cancelled en route	
	Gas Leak	
	Sprinkler Activation, no fire	
	No incident found on arrival	
	Vehicle Accident with injuries	
	Cooking fire contained	
	Medical Assist	
	Arcing, shorted electical equipment	
	Public Service Assistance	
	Emergency Medical Call	
	Chemical Spill or Leak	
	TOTAL	**0**
Star Lounge		
744 E Oglethorpe Highway	Vehicle Accident	
	Gas Leak	
	Cancelled en route	
	Medical Assist	
	Emergency Medical Call	
	TOTAL	**0**
Wing Stop		
207 W General Screven Way	Vehicle Accident	
	Medical Assist	
	TOTAL	**0**
Yellow Bee		
802 EG Miles Pkwy	Medical Assist	
	Vehicle Accident with injuries	
	TOTAL	**0**
Zum Rosenhof	Grass Fire	
103 Midway Street	Medical Assist	
	Arcing, shorted electical equipment	
	Emergency Medical Call	
	Smoke scare, odor of smoke	
	Vehicle Accident	
	TOTAL	**0**
	GRAND TOTAL	**5**

Alcoholic Beverage License for Consumption on Premises Renewal
Incident Reporting Form (Police Department)

ESTABLISHMENT	ACTIVITY	04/01/2023-06/30/2023
AMERICAN LEGION	OTHER CALLS FOR SERVICE	1
	ABANDONED VEHICLE	1
	ASSIST CITIZEN	1
	Total	3
Friday Night/Saturday Morning Incidents		
	Total	0
BIG APPLE	OPEN DOOR	1
	WALK AND TALK	2
	Total	
Friday Night/Saturday Morning Incidents	MISDEMEANOR ASSAULT AND BATTERY	2
	ASSIST OTHER AGENCY	1
	WALK AND TALK	1
	Total	4
CHILI'S BAR AND GRILL	VEHICLE COLLISION	1
	FALSE ALARM - BUSINESS	2
	OTHER CALLS FOR SERVICE	1
	Total	4
Friday Night/Saturday Morning Incidents	SUSPICIOUS ACT	1
	Total	1
DOODLES BILLIARDS	CRIMINAL TRESPASS	2
	CIVIL MATTER	1
	WALK AND TALK	3
	OTHER CALLS FOR SERVICE	1
	Total	7
Friday Night/Saturday Morning Incidents	SUSPICIOUS ACT	1
	WALK AND TALK	1
	OTHER CALLS FOR SERVICE	1
	MISDEMEANOR ASSAULT AND BATTERY	1
	Total	4

Alcoholic Beverage License for Consumption on Premises Renewal
Incident Reporting Form (Police Department)

ESTABLISHMENT	ACTIVITY	04/01/2023-06/30/2023
EL CAZADOR RESTAURANT	ASSIST CITIZEN	1
	Total	1
Friday Night/Saturday Morning Incidents		
	Total	0
EMPIRE ENTERTAINMENT	SUSPICIOUS ACT	2
	WALK AND TALK	8
	DIRECT PATROL	4
	ASSIST OTHER AGENCY	2
	Total	16
Friday Night/Saturday Morning Incidents	OTHER CALLS FOR SERVICE	1
	WALK AND TALK	3
	Total	4
FANG'S ISLAND	FALSE ALARM - BUSINESS	2
	SUSPICIOUS ACT	1
	Total	3
Friday Night/Saturday Morning Incidents		
	Total	0
FLACO'S TACOS 4		
	Total	0
Friday Night/Saturday Morning Incidents		
	Total	0
FROZEN PARADISE BAR AND GRILL	LOUD MUSIC	1
	CIVIL MATTER	1
	VEHICLE IMPOUNDED	1
	CITY CODE VIOLATIONS	1
	Total	4
Friday Night/Saturday Morning Incidents	LOUD MUSIC	1
	VEHICLE COLLISION	1
	Total	2

Alcoholic Beverage License for Consumption on Premises Renewal
Incident Reporting Form (Police Department)

ESTABLISHMENT		ACTIVITY	04/01/2023-06/30/2023
GATA'S SPORTS BAR & GRILLE		FALSE ALARM	5
		CIVIL MATTER	3
		ASSIST CITIZEN	1
		Total	9
Friday Night/Saturday Morning Incidents		ASSIST CITIZEN	1
		WALK AND TALK	1
		Total	2
JJ'S BAR AND GRILL		SUSPICIOUS ACT	2
		VERBAL DISPUTE	1
		WALK AND TALK	4
		MISDEMEANOR ASSAULT AND BATTERY	1
		FRAUD	1
		Total	9
Friday Night/Saturday Morning Incidents		WALK AND TALK	1
		ROBBERY - STRONG ARM	1
		Total	2
KYOTO'S			
		Total	0
Friday Night/Saturday Morning Incidents			
		Total	0
LATIN DREAM			
		Total	0
Friday Night/Saturday Morning Incidents		WALK AND TALK	1
		CRIMINAL TRESPASS	1
		OTHER CALLS FOR SERVICE	1
		Total	3
LONGHORN STEAKHOUSE		VEHICLE IMPOUNDED	1
		SUSPICIOUS ACT	1
		Total	2
Friday Night/Saturday Morning Incidents		FALSE ALARM - BUSINESS	1
		SUSPICIOUS ACT	1
		Total	2
MASSA AFRICAN RESTAURANT			
		Total	0
Friday Night/Saturday Morning Incidents			
		Total	0

Alcoholic Beverage License for Consumption on Premises Renewal
Incident Reporting Form (Police Department)

ESTABLISHMENT		ACTIVITY	04/01/2023-06/30/2023
O.D. Crabhouse Inc		FRAUD	1
		THEFT BY TAKING UNDER $500	1
		Total	2
Friday Night/Saturday Morning Incidents			
RODEO MEXICAN RESTAURANT			
		Total	0
Friday Night/Saturday Morning Incidents		ASSIST CITIZEN	1
		Total	1
RUBY TUESDAY			
		Total	0
Friday Night/Saturday Morning Incidents			
		Total	0
SAWADEE THAI CUISINE			0
		Total	0
Friday Night/Saturday Morning Incidents		Total	0
STAR LOUNGE		FALSE ALARM - BUSINESS	1
		Total	1
Friday Night/Saturday Morning Incidents		Total	0
WINGSTOP		WING STOP	1
		Total	1
Friday Night/Saturday Morning Incidents			
		Total	0
YELLOW BEE		WALK AND TALK	1
		Total	1
Friday Night/Saturday Morning Incidents			
		Total	0
ZUM ROSENHOFF GERMAN RESTAURANT		ASSIST CITIZEN	1
		VEHICLE COLLISION	1
		SUSPICIOUS ACT	1
		Total	3
Friday Night/Saturday Morning Incidents			
		Total	0

7.1.

City of Hinesville, Georgia, Council Meeting

Date: August 3, 2023

Agenda Item: Public Comment

Prepared by: Shamika Wilson

Presented by: Mayor Brown

PURPOSE: To Allow Citizens to Address Mayor and Council.

BACKGROUND: None

FUNDING: None

RECOMMENDATION: None

ATTACHMENTS:

PREVIOUS COUNCIL DISCUSSION:

8.1.

City of Hinesville, Georgia, Council Meeting

Date:	August 3, 2023
Agenda Item:	Mayor Brown's Report
Prepared by:	Christy Deloach
Presented by:	Mayor Brown

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None

9.1.

City of Hinesville, Georgia, Council Meeting

Date:	August 3, 2023
Agenda Item:	Councilmember Riles Report
Prepared by:	Jean Marie Reynolds
Presented by:	Councilmember Riles

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None

10.1.

City of Hinesville, Georgia, Council Meeting

Date:	August 3, 2023
Agenda Item:	Mayor Pro Tem Jenkins Report
Prepared by:	Brittany Avery
Presented by:	Mayor Pro Tem Jenkins

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

Proposed Name Change of South Main Street Extension

City of Hinesville, Georgia, Council Meeting

Date:	August 3, 2023
Agenda Item:	Proposed Street Name Change
Prepared by:	Christy Deloach
Presented by:	Mayor Pro Tem Jenkins

PURPOSE: To Present for Mayor and Council Consideration, a proposed name change of South Main Street Extension.

BACKGROUND: N/A

FUNDING: N/A

RECOMMENDATION:

ATTACHMENTS:

PREVIOUS COUNCIL DISCUSSION:

11.1.

City of Hinesville, Georgia, Council Meeting

Date:	August 3, 2023
Agenda Item:	Councilmember Nelson's Report
Prepared by:	Wendy Bruce Sochia
Presented by:	Councilmember Nelson

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None

12.1.

City of Hinesville, Georgia, Council Meeting

Date:	August 3, 2023
Agenda Item:	Councilmember Floyd's Report
Prepared by:	Shamika Wilson
Presented by:	Councilmember Floyd

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None

13.1.

City of Hinesville, Georgia, Council Meeting

Date: August 3, 2023

Agenda Item: Councilmember Reid's Report

Prepared by: Darlene Parker

Presented by: Councilmember Reid

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None

14.1.

City of Hinesville, Georgia, Council Meeting

Date: August 3, 2023

Agenda Item: City Manager's Report

Prepared by: Christy Deloach

Presented by: Kenneth Howard

ACTION ITEMS:

None

INFORMATIONAL ITEMS:

None